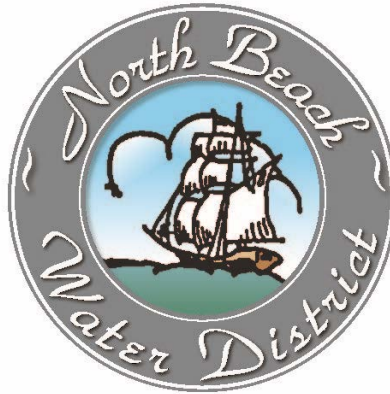


SMALL WORKS CONTRACT DOCUMENTS



NORTH WELLFIELD ELECTRICAL UPGRADE

Due Date: Monday March 20, 2015 at 10:00 a.m.

Issued By

North Beach Water District

PO Box 618 / 25902 Vernon Avenue

Ocean Park, Washington 98640

ADVERTISEMENT OF REQUEST OF BIDS

"PREVAILING WAGES SHALL BE PAID"

FOR ELECTRICAL WORK TO COMPLETE THE NORTH WELLFIELD ELECTRICAL UPGRADE PROJECT FOR NORTH BEACH WATER DISTRICT, PACIFIC COUNTY WA North Beach Water District, 25902 Vernon Avenue Suite D, Ocean Park, WA 98640 will receive sealed Bids, on or before 10:00 am, March 20, 2015 for electrical work to complete the North Wellfield Electrical Upgrade Project. All bid envelopes must be marked **"NORTH WELLFIELD ELECTRICAL UPGRADE PROJECT BID"**. The District is not responsible for any bid not marked as stated above. Bids will be publicly opened and read aloud at this time.

Scope of work: This project is to install a 400 Amp meter base, decommission an existing 200 Amp meter base, connect the existing 200 Amp service to the new 400 Amp meter base and install approximately 100' of conduit for a future building.

The decision of the District, acting through the General Manager, or authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

A proposal, once submitted, becomes the property of the District. In the sole discretion of the District, the District reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

After the time of opening, no Bid may be withdrawn for a period of 14 days. The District reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the District believes to be in its best interest.

Any further information on the bid documents may be obtained from the General Manager, (360) 244-0068.

North Beach Water District, Pacific County WA

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is described through the Scope of Work and Drawing and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located at 2212 272nd Street Ocean Park, Washington.

Any bid that does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided, with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarifications

All questions shall be submitted via email or by calling the General Manager at 360.244.0068 between the hours of 9:00 a.m. and 4:00 p.m.

All questions shall be due on or before March 13, 2015 by 4:00 p.m. and should be addressed as follows:

Technical/Specifications questions emailed to William "Bill" Neal at bneal@northbeachwater.com.

Any error, omissions or discrepancies in the specification discovered by a prospective Bidder and/or service provider shall be brought to the attention William "Bill" Neal at bneal@northbeachwater.com as soon after discovery as possible. Furthermore, a Bidder shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the Request for Bids, notice of the Addendum will be forwarded to all Bidders on the plans holders list and posted to the District's website.

Each Bidder must in its Bid, to avoid any miscommunications,

acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

Bid Submission

Sealed bids will be received by the District at its Business Office, 25902 Vernon Avenue Ocean Park, Washington 98640, at the time stipulated in the Advertisement, promptly after which bids will be publicly opened and read aloud. Bids submitted late or via oral, telephonic, electronic mail or facsimile **will** not be considered or accepted.

Each bid must be enclosed in a sealed envelope, marked with **"NORTH WELLFIELD ELECTRICAL UPGRADE PROJECT BID"**

Bids must be delivered to:

North Beach Water District 25902 Vernon Avenue Ocean Park, WA 98640

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:15 p.m. Monday through Friday, excluding holidays. The District will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the District determines that circumstances warrant it.

Bid Security

None Required.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 14 days as specified in the Advertisement.

Award

The District intends to award a Contract(s) to the lowest responsible and responsive Bidder(s). For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the items specified in the bid documents.

If the District determines that the unit price for any item is materially different for the item bid than either other bidders or the general market, the District, at its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

In comparing bids, the District will give consideration to alternate bids for items listed in the forms, or other alternates that the Bidder may wish to submit, but preference will be given to Base Bid.

The District intends to issue a purchase order to the selected Bidder. The District Purchase Order terms and conditions have been included with the Bid as an Appendix A.

Official Documents

The District shall accept no changes to the bid documents made by the Bidder.

The District officially distributes bid documents from Business Office located at 25902 Vernon Avenue Ocean Park, WA 98640. Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from North Beach Water District are guaranteed access to receive addendum information if any issued.

Bid Protest

All Bid protests must be in writing and filed with the General Manager within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. The General Manager shall present the protest to the Board of Commissioners whose decision shall be final.

Reservation of Rights

The District reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the District.

Scope of Work

The District has an existing single phase 200 amp underground electrical service providing power to its shop located at 2212 272nd Street. The District is planning to build a new office and vehicle storage complex at the same site.

The District is upgrading its 200 Amp single phase service to a 400 Amp single phase service. The 400 Amp single phase service

will be installed on a 6" X 8" X 12' pressure treated post located 22' due south of the existing power pole.

The existing 200 Amp meter base will be abandoned and the existing shop will be fed from the new 400 Amp service.

The Contractor will also install approximately 100-feet of underground conduit (without conductors) for future 200 Amp service to the planned new office and vehicle storage complex. The conduit will run east of the 400 amp meter base in front of the existing shop facing 272nd Street.

All Trenching and backfill will be provided by North Beach Water District.

Other than trenching and backfill, all materials, labor, and permits will be provided by the Contractor

The District has submitted an application for a revised service to Public Utility District #2 of Pacific County (PUD). As of the publication of this Request for Bids the application has not been approved by the PUD. The District does not anticipate approval by the PUD will result in a change to the scope of work. In the unlikely event there is a change in the scope of work, the District will negotiate a change order with the successful Bidder.

There is no scheduled walk through or pre-bid meeting. Bidders are encouraged to visit the site and to complexly familiarize themselves with the scope of work. Direct all question to the General Manager, William "Bill" Neal 360.244.0068 bneal@northbeachwater.com

PROPOSAL

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Instructions to Bidders, Proposal, Bid Forms, Specifications, and all Addenda and understands them. The Bidder declares that it conducted a full investigation and is fully informed as to the nature of the conditions relating to the performance of the bid.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the District, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The Bidder agrees both to contract for the work and to furnish the necessary Bonds and Insurance Certificates within 10 days after being notified of the acceptance (award) of the Bid.

If this Bid is accepted by the District and the Bidder fails to contract within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract.

In submitting this Bid, it is understood that the right is reserved by the District to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the District believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 2015.

Bidder's Name

Federal I.D. No.

Authorized Signature

Telephone Number

BID FORM

Section 1 - Unit Prices

All bidders shall provide a Unit Price and Total Price for either the Base Bid Table or the Alternate Bid Table.

No.	Item Description	QTY	UT	UT PRICE*	TOTAL PRICE
Base Bid Table					
1	LABOR & OVERHEAD	1	LS	\$	\$
2	MATERIALS	1	LS	\$	\$
3	PERMITS & FEES	1	LS	\$	\$
Sub Total					\$
Sales Tax					\$
Total					\$

Addendum No.	Date Received	Name of Recipient

Bidder's Name

Federal I.D. No.

Authorized Signature

Telephone Number

SERVICES CONTRACT

THIS AGREEMENT is entered into on the date last below written between **NORTH BEACH WATER DISTRICT** (a Washington special purpose district) ("District"), and _____, ("Contractor").

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in the bid documents attached hereto and incorporated herein as "Exhibit A".

2. TERM OF CONTRACT

The Project must be commenced no later than _____ days from the date of the Notice to Proceed and must be finished within the completion date indicated in the Proposal; if the Project is not completed within such time period, then, because of the difficulty in computing the actual damages to the District arising from any delay in completing this Agreement, the parties determine in advance and agree that the Contractor shall pay the District the amount of (\$ _____) per work day that the work remains incomplete after expiration of the specified time for completion as liquidated damages. The parties agree that such amount represents a reasonable forecast of the actual damages, which the District will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement constitutes acknowledgment by the Contractor that Contractor has ascertained and agrees that the District will actually suffer damages of at least the amount herein fixed.

3. PAYMENT

A. The District shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. A detailed application for payment shall be submitted by the Contractor to the District on or before the 30th day of each month, showing the progress of the work and requesting payment in an amount proportionate to the work completed. In cases of single payment, the District shall make payment only after all appropriate releases are submitted. In cases of multiple payments, the District shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. Payment to the Contractor shall be made within 30 days after approval of the application for payment.

B. The District reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the District's written approval. If the Contractor is unable, for any reason, to satisfactorily

complete any portion of the work, the District may complete the work by contract or otherwise, and the Contractor shall be liable to the District for any additional costs incurred by the District. "Additional costs" means all reasonable costs incurred by the District, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The District further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor. The provisions of this subsection (3.B.) shall be in addition to any other remedies available under this Agreement.

4. RESPONSIBILITY OF CONTRACTOR

A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

B. Warranty. The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Exhibit A. Where deficiencies or failure to appear or perform would cause delay or lack of service to the District, the District may elect to recover liquidated damages as specified in Exhibit A.

C. Nondiscrimination/Equal Protection. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor.

D. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of District. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided or rendered herein, shall not be the obligation of the District.

5. COMPLIANCE WITH LAWS

A. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract.

B. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the District, in whole or in part, and may result in ineligibility for further work for the District.

6. TERMINATION OF CONTRACT

A. The District may terminate this Contract and take possession of the premises and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor.

B. In the event this Contract is terminated by the District, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Exhibit A is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the District in finishing the work, and all damages sustained by the District, or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the District to the Contractor. If the District's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the District and shall pay such difference to the District. Such expense and damages shall include all legal costs incurred by the District to protect the rights and interest of the District under this Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

A. On payment to the Contractor by the District of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the District under this Contract shall become the property of the District and shall be forwarded to the District upon its request.

B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the District or by court order.

8. CLAIMS

Any claim against the District for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the District within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of

approval by the District for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The **General Manager** of the District, or designee, shall be the District's representative, and shall oversee and approve all work to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

The Contractor shall protect, defend, indemnify and save harmless the District and its members, officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the performance of this Contract or the negligent acts or omissions of the Contractor, except for injuries or damages caused by the sole negligence of the District. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Further, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, or its members, officers, employees and agents, the Contractor's liability under this paragraph shall be only to the extent of the Contractor's negligence. In the event the District incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the Contractor.

11. INSURANCE

The Contractor shall maintain insurance as set for in "Exhibit B".

12. PREVAILING WAGES

The Contractor shall pay prevailing wages as required by, and shall comply with, Chapters 39.12 and 49.28 RCW. If this Contract is for "public building service maintenance," the Contractor shall pay prevailing wages as required by RCW 39.12.020. The Contractor shall supply a statement of intent to pay prevailing wages prior to the first payment by the District and a statement of wages paid applicable to the work under this Agreement prior to the release of the

retainage, if any. The State of Washington prevailing wage rates applicable to the work under this Contract are set forth at the website for the Washington State Department of Labor and Industries.

13. SUBLETTING OR ASSIGNING OF CONTRACTS

Neither the District nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

14. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the terms of this Contract be an independent contractor and not an employee of the District.

15. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the exhibits and/or addenda, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of _____, 2013.

CONTRACTOR

NORTH BEACH WATER DISTRICT

By: _____

By: _____

Printed Name _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address: _____

City/State/Zip: _____

Tax ID#: _____

Phone Number: _____

“EXHIBIT B”

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Contract by the Contractor, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

Before commencing work and services, Contractor shall provide to the person identified in Paragraph 9 of the Contract a Certificate of Insurance evidencing the required insurance. The District reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The District and its members shall be named as additional insureds on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Contractor, and a copy of the endorsement naming the District and its members as additional insureds shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the District and its members; and (3) shall state that the District will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

TECHNICAL SPECIFICATIONS

The work specified in this Section consists of furnishing all labor, materials, and equipment necessary for construction of the **North Wellfield Electrical Upgrade**, as shown on the Plans, and hereinafter specified.

1.0 General

The project site is located at 2212 272nd Street Ocean Park, WA 98640. Construction operations shall be limited to the areas noted on the Plans and subject to the approval of the District's General Manager.

Work shall be substantially completed within 15 working days of the Notice to Proceed. Work shall be completed between 7:00 a.m. and 6:00 p.m., Monday through Friday. Contractor shall coordinate schedule of work with the District

Contractor shall pay State Prevailing Wage Rates.

Contractor shall be responsible for all safety requirements of employees, equipment, and the general public during construction. Contractor shall provide all necessary traffic control during the Project.

The Contractor shall be responsible for proper notification to and coordination with all utility districts, service districts, and all other persons and services that will be affected by this project at least one week in advance of beginning any construction that affects them.

The Contractor shall keep the disruption of the existing facility operations to a minimum.

The order of work will be at the option of the Contractor, except as noted below, in keeping with good construction practice, time restrictions, requirements of the permits applicable to this project, and the order of work as outlined herein, all costs of which shall be included in the lump sum bid amount. The Contractor shall conduct the order of work to allow the existing facilities to remain operational during the construction of the Project and shall coordinate all of his activities through the District operations and maintenance staff.

The Contractor shall verify all existing dimensions and site conditions prior to starting the work.

All work shall be completed in accordance with the National Eclectic Code (NEC) and be inspected and approved the Washington State Department of Labor and Industries.

Contractor shall submit the following information to the Owner:

A. Schedules and Plans

B. PRODUCT SUBMITTALS

400 Amp Meter Base

Conductors

Conduit

C. Post-Construction Asbuilt Drawing.

The Manufacture Data Sheets will include drawings, including dimensions and submittal information such as materials, certifications, tolerances, and previous versions.

The Contractor shall communicate the presence of potential hazardous to employees, subcontractors, and other site occupants. The Contractor shall ensure the safety of all workers, visitors to the site, and the general public in accordance with all applicable Federal, State, and local laws relating working with hazardous materials. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Contractor.

The Contractor shall comply with all Federal, State, and local regulations regarding the collection, containment and transportation of hazardous materials, including but not limited to WAC 173-303 Dangerous Waste Regulation, and shall ensure that all subcontractors comply as well.

2.0 Materials

Materials used on this job shall meet or exceed the following specifications:

400 Amp Meter Base:

Public Utilities #2 of Pacific County approved rain tight meter base rated full 400 Amp designed for a bolt on 400 Amp meter.

Conduit:

Conduit from the 400 Amp meter base to the existing building, existing power pole, and for the future building will be schedule 40 PVC minimum 1.5-inch sized according to National Electric Code.

Conductors:

All conductors will be sized to the Public Utilities #2 of Pacific County specifications and the National Electric Code.

2.5 Restoration

Contractor shall restore all disturbed surfaces to equal or better condition.

3.0 Payment

The contract lump sum bid per **North Wellfield Electrical Upgrade** shall include all costs for labor, material, and equipment required to construct the electrical upgrade as specified herein. All costs for mobilization/demobilization, traffic control, and material disposal shall be included in the lump sum.

PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACT

The State of Washington prevailing wage rates are applicable for the public works project located in Pacific County. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the Bid Proposal due date. The applicable prevailing wage rates may be found on the Department of Labor and Industries website located at:

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

DRAWING

272nd Street

Existing Power Pole
w/Transformer

Conduit and conductors sized to NEC

400 Amp Meter Base

Existing 200 Amp Meter Base

2212 272nd Street
Existing Shop



6' +/- 6"

8'0"

Grade

4'0"

6" X 8" X 12' Pressure Treated (UC4B)

Title: North Beach Water District
Electrical Upgrade North Well Field

Author: William Neal

Date: 3/12/2015

Sheet: 01 of 01

Revision: 01