

NORTH BEACH WATER DISTRICT

PACIFIC COUNTY

WASHINGTON



SMALL WORKS ROSTER CONTRACT PROVISIONS

for

BAY AVENUE TREE REMOVAL PROJECT

**G&O #13223.01
MARCH 2015**



Gray & Osborne, Inc.
CONSULTING ENGINEERS

NORTH BEACH WATER DISTRICT
PACIFIC COUNTY WASHINGTON



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CONTRACT PROVISIONS**

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**NORTH BEACH WATER DISTRICT
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”**

INVITATION TO BID

The **NORTH BEACH WATER DISTRICT** is releasing a Small Works Project. As a Contractor on the Small Works Roster, you are invited to submit a bid on this Project on the enclosed Bid Proposal Form.

Project Title: Bay Avenue Tree Removal Project

Scope of Work: This project consists of removing an approximate 27-inch-diameter, 65-foot-tall Sitka Spruce tree to mitigate a potential hazard formed by root damage as shown on the Plans and defined in the Specifications.

Bid Date: Wednesday, March 25, 2015 up to 1:00 PM.

Questions about this project may be directed to Mike Johnson, P.E. at Gray & Osborne, Inc. at (360) 292-7481 or by email at mjohnson@g-o.com. A bidder shall submit all questions in writing. No oral responses to questions by District personnel about the project will be binding on the District.

The North Beach Water District expressly reserves the right to reject any of all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder as it best serves the interest of the District based on the sum of the Bid.

SMALL WORKS CONTRACT DOCUMENTS

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PART 1

LEGAL AND PROCEDURAL DOCUMENTS

BAY AVENUE TREE REMOVAL PROJECT BID PROPOSAL

TO: North Beach Water District
25902 Vernon Avenue
P.O. Box 618
Ocean Park, Washington 98640

1. The undersigned bidder proposed and agrees, if this Bid Proposal is accepted to enter into a Small Works Contract with the District. The Contract is included in the Contract Documents. The Bidder agrees to perform the work as stated in the Contract Documents. The Contract Documents include the Proposal, Contract, Specifications, and Plans.
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Invitation to Bid.
3. Bidder will enter into a Small Works Contract within the time and in the manner required in the Bid Proposal and Contract. Bidder will furnish the Insurance Certificates, Performance, Payment and Guaranty Bond required by the Contract Documents.
4. Bidder has examined copies of all the Contract Documents.
5. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over District.
7. Bidder agrees not to withdraw the bid for a period of thirty (30) calendar days after the bid opening date unless otherwise required by law.
8. Bidder further agrees to complete the work required under the Contract within the Contract Time stipulated and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) submitted herewith.
9. The undersigned agrees that the District reserves the right to reject any and all Proposals and to waive any minor irregularities and informalities in the Proposal. The undersigned agrees that the District reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the District.

**NORTH BEACH WATER DISTRICT
BAY AVENUE TREE REMOVAL PROJECT
BID FORM**

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below.

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Bay Avenue Tree Removal Project	1 LS	\$ _____	\$ _____
Subtotal:			\$ _____	
Washington State Sales Tax (7.8%):			\$ _____	
TOTAL CONSTRUCTION COST:			\$ _____	

Note: A bid must be received on all items.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to complete the Work required under this Contract within 15 working days.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$500.00 per day for each and every work day beyond the Contract time allowed to complete the work.

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

STATEMENT OF BIDDER'S QUALIFICATIONS

Contact Person for this Project: _____

Telephone No. _____ Fax No. _____

E-mail: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by firm: _____

List of "3" major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Owner's name and telephone number, and the Engineer's name:

Project Name	Amount	Owner	Phone	Engineer's Name

List the major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is _____;
Dept. of Licensing Contractor's Registration No. is _____;
Unified Business Identifier Number is _____;
Excise Tax Registration Number is _____; and
Employment Security Account Number is _____.

Dated: _____

Bidder: _____

Address: _____

By: _____

Sign Name

Print Name

Title: _____

BIDDERS SHALL DELIVER THE PROPOSAL TO THE NORTH BEACH WATER DISTRICT, 25902 VERNON AVENUE, SUITE C, OCEAN PARK, WASHINGTON 98640, OR IF USPS POST OFFICE BOX 618, OCEAN PARK, WASHINGTON 98640-0618, TO BE OPENED BY "1:00 PM" ON WEDNESDAY, MARCH, 25, 2015. THE PROPOSAL SHALL BE SUBMITTED IN A SEALED PACKAGE, ADDRESSED TO THE OWNER AND PLAINLY MARKED "PROPOSAL FOR BAY AVENUE TREE REMOVAL PROJECT" AND "ATTENTION JACK MCCARTY, OFFICE MANAGER." EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

SMALL WORKS CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20____, between **NORTH BEACH WATER DISTRICT**, a [municipal corporation/special purpose district] ("District"), and _____ ("Contractor").

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties herein covenant and agree as follows:

1. Project. The Contractor shall do all work and furnish all permits, tools, materials, labor and equipment for the District's public works project known as Bay Avenue Tree Removal Project ("Project") in accordance with and as described in the attached bid proposal, plans and specifications, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof.

2. Project Cost. The amount of the Project Contract is _____ (\$_____) plus applicable Washington State sales tax. The total Project Cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative, permit, and regulatory costs, unless otherwise agreed in writing. The District shall pay sales tax to the Contractor for those portions of the Project that are subject to sales tax. The Contractor shall make sales tax and other tax payments to the State of Washington as provided by Statute.

3. District Agreement. The District employs the Contractor to provide the materials and to do and cause to perform the Project work described above and to complete and finish same according to the Contract Documents (proposal, contract plans, specifications) and the terms and conditions herein contained and contracts to pay the total Project Cost for such work, at the time and in the manner and upon the conditions provided for in this Agreement.

4. Contractor Agreement. The Contractor hereby agrees to fully perform the work for the total Project Cost according to the terms and conditions of this Agreement.

5. Completion Deadline/Liquidated Damages. 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.

6. Contractor Responsibilities. The Contractor represents that Contractor is fully experienced and possesses all of the necessary expertise for performance of all work specified herein. The Contractor warrants to the District that any materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of two years after completion of this contract.

7. Equitable Adjustments. Should the Contractor desire an equitable adjustment to the Project Cost, on the basis of a written change order or an oral order from the District, Contractor shall file a written notice of that fact with the District within 48 hours of the written or oral order. No later than seven days thereafter, Contractor shall file a written claim with the District stating the amount claimed supported by appropriate documentation. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the District any written or oral order (including directions, instructions, interpretations, and determinations). In spite of any protest, the Contractor shall proceed to promptly complete work that the District has ordered. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR IN WRITING AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

8. Payment Terms.

8.1 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.

8.2 Defective or Unauthorized Work. 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 8.2 shall be in addition to any other remedies available under this Agreement.

9. Termination. The District shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- a. The Contractor's refusal and failure to supply a sufficient number of properly skilled workers, superintendence, or proper materials or equipment for completion of the Work.
- b. The Contractor's failure to complete the Project Work within the time specified in this Agreement.
- c. The Contractor's failure to complete the Project Work in accordance with the Plans and Specifications.
- d. The Contractor's failure to make full and prompt payment to subcontractors for all materials or labor.
- e. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules or ordinances.
- f. The Contractor's filing for bankruptcy or being adjudged bankrupt.

10. Dispute Resolution/Governing Law/Jurisdiction. If any dispute, controversy, or claim arises out of or relates to this Agreement, the Parties agree to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediator or mediation service. The Parties shall bear equally all expenses of the mediation. The Parties shall be required to submit any such disputes, controversies or claims to mediation as provided herein as a precondition to commencing any legal action relating to or arising out of this Agreement. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be filed in the Superior Court of Pacific County, Washington.

11. Indemnification. The Contractor shall defend, indemnify, and save the District and its officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees or other costs, penalties, fees or expenses of any kind on account of injury to or death of any and all persons, on account of all property damage of any kind, or loss of use resulting therefrom, or on account of liability under any federal, state or local laws, ordinances or regulations (including, but not limited to, those laws set forth in Section 17 below) governing the disposal of waste or debris accumulated and/or generated during the course of performance of the work under this Agreement, that is in any manner connected with, the work performed under this Agreement, or caused in whole or in part by reason of the presence of the contractor, the subcontractors, or their property, employees, or agents, upon or in proximity to the property of the District during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the District with regard to activities within the Contractor's scope of work. The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor. _____(Contractor's Initials)

12. Performance, Payment and Guaranty Bond. The Contractor shall furnish performance, payment and guaranty bond for the faithful performance and payment of all its obligations under this Agreement. The bond shall be in penal sums at least equal to the contract price unless otherwise stated, in such form, and with such corporate sureties as are acceptable to the District. The bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the District on account of such defects, discovered within 2 years after final acceptance by the District. This guaranty is supplemental and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

In lieu of performance, payment and guaranty bond, for Projects with an estimated Project Cost of \$35,000.00 or less, the Contractor may elect to have the District withhold 50 percent of the contract amount for a period of 30 days after the date of the District's final acceptance of the Project Work, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor & Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

13. Insurance. The Contractor shall obtain and keep in force during the term of the Agreement, insurance in the following amounts:

	<u>General</u>	<u>Automobile</u>	<u>Property</u>	<u>Completed Operations</u>
<i>Occurrence</i>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
<i>Aggregate</i>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000

The Contractor shall obtain endorsement forms CG 2010 07 04, CG 2032 07 04 and CG 2037 07 04 or the equivalent of each, naming the District and Gray & Osborne, Inc.

as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 07 04, CG 2032 07 04 and CG 2037 07 04 are not available and the endorsements submitted provide equivalent protection to the Additional Insured. A Certificate of Insurance and endorsement shall be executed and delivered to the District at the time of execution of this Agreement.

The following listed entities shall be named Additional Insured on all insurance policies:

- The District and its officers, elected officials, employees, agents and volunteers.
- Gray & Osborne, Inc.

Providing coverage in the stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits. The Contractor's insurance policies shall not contain deductibles or any self-insured retention in excess of \$10,000 unless approved by the District.

14. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. A statement of prevailing wages applicable to the Project is included in the specifications. Notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers. The Contractor shall provide an "Affidavit of Industrial Insurance Compliance" for himself and each subcontractor upon acceptance of the Project by the District. Final payment will be made in accordance with the requirements of RCW 39.12.

15. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.

16. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650-655.

17. Environmental Regulation. Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be

solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney's fees incurred as a result of non-compliance with Section 17.

18. Safety. The Contractor shall be solely and completely responsible for safety and safety conditions on the jobsite, including the safety of all persons and property during performance of the Work. Observation of the Work by the District's employees, agents and consultants is not intended to include review of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide a safe access for the District and its employees, agents, and consultants to adequately observe the quality of the Work and the Contractor's conformance with the project specifications. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

19. Hours of Work. Contractor shall conduct all Work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless stated otherwise under the Project's permit conditions or this Contract. No Work on weekends shall be allowed unless District gives written approval prior to the weekend. Contractor shall give a minimum of 48 hours notice if Work on the weekend is necessary. Approved Work on the weekends shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. Work hours may be further restricted due to permit conditions.

20. Specifications. Contractor shall furnish and install the materials and equipment and perform the work as specified on the Plans and in the Specifications and permits obtained for this Project.

21. Miscellaneous.

21.1 Subletting or Assigning Contract. The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the District.

21.2 Extent of Agreement Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement 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.

21.3 Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

21.4 Nonwaiver of Breach. The failure of the District to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

21.5 Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

DISTRICT

CONTRACTOR

21.6 Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

21.7 Compliance with Laws. The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.

21.8 Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

21.9 Venue and Attorneys' Fees. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any action brought to enforce any of the provisions of this Agreement shall be in Pacific County Superior Court, and the substantially prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees incurred in the action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 20____.

OWNER:

CONTRACTOR:

NORTH BEACH WATER DISTRICT

By _____

By _____

(Print or type name)

(Print or type name)

Its _____
(Title)

Its _____
(Title)

Address _____

Telephone _____

a _____ corporation
_____ partnership
_____ joint venture
_____ sole proprietorship

State of Washington General Contractor's
License No. _____.

Bond No. _____

PERFORMANCE, PAYMENT AND GUARANTY BOND

_____, as Principal, and _____
_____, as Surety, a corporation duly
licensed and authorized to do business in the State of Washington, are held and firmly
bound unto the **NORTH BEACH WATER DISTRICT**, hereinafter call "District," in
the sum of (\$_____), for payment of which sum well and truly to be
made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal agreed with District to perform the work as specified or
indicated by the Bay Avenue Tree Removal Project caused by the Contractors operation,
and restore such areas to conditions existing prior to construction.

NOW, THEREFORE, if Principal shall perform all of this work; and

If Principal shall pay for all materials, equipment, or other supplies, or for rental
of same used in connection with the performance of work to be done, and for all amounts
due under applicable State law for any work or labor thereon; and

If Principal shall pay the sales, use and any other applicable taxes of the State of
Washington or any political subdivision of said State relating to the work performed, and
pay amounts due the State pursuant to Titles 50 and 51 of the Revised Code of
Washington; and

If Principal shall indemnify and hold the District harmless from any defects in the
workmanship of materials incorporated into the work for a period of 2 years after the
final acceptance of the work;

Then, the obligation of Principal and Surety under this Bond shall be void, but
otherwise it shall remain in full force and effect.

This Bond shall inure to the benefit of any person, companies or corporations
entitled to file claims under applicable State law.

Any alterations in the work to be done or the materials to be furnished, or changes
in the time of completion, shall not in any way release Principal or Surety thereunder, nor
shall any extensions of time granted release either Principal or Surety, and notice of such
alterations or extension is hereby waived by Surety.

IT IS FURTHER AGREED that nothing of any kind or nature that will not discharge the Principal shall operate as a discharge or release of the Surety, regardless of law, rule or equity or usage relating to the liability of sureties to the contrary notwithstanding.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

A notarized original of the Surety's Power of Attorney authorizing the undersigned representative of the Surety to execute this Bond is attached.

SIGNED AND SEALED, this _____, day of _____, 20__.

(Principal)

(Surety)

By: _____
(Print Name)

(Print Name)

Signature

Signature

Title

Title

Address: _____

Telephone: _____

PART 2
SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The work specified in this Section consists of providing all labor, materials and equipment necessary for the earthwork, installation of all landscaping work, and finish grading as shown on the Plans and as specified herein.

1.0 General

The project site is located at the intersection of U Street and SR 103 - Bay Avenue in Ocean Park. See the vicinity map on the attached Plans. Construction operations shall be limited to the areas noted on the Plans and subject to the approval of the Engineer.

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 (see Part 5 Appendix). The Contractor shall furnish, install and maintain all barricades, signs, lights, or other devices and provide flaggers as required. The Contractor shall submit a traffic control plan for all site access and egress routes for construction vehicle traffic to be reviewed by the Engineer and WSDOT, which shall be approved prior to beginning work. All traffic control shall be in accordance with the MUTCA, WSDOT, and Pacific County requirements. One lane of traffic must be maintained at all times.

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 provide the adjacent property owner with five days advanced notice before the commencement of work. The property owner's contact information is as follows:

Mr. Mark Mercer
(360) 266-7151
Site – 2020 Bay Avenue, Ocean Park, Washington 98640
Primary residence – 66 SW 17th Street, Chehalis, Washington 98532

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 coordinate all of his activities with the Owner's Operations and Maintenance staff.

The Contractor shall provide a written plan of activities to the Owner each Thursday for the following week, for review. The implementation of any measure required to protect the environment shall supersede any order of work designated within these Specifications. The Contractor shall meet the conditions as outlined in any and all permits and requirements of the Federal, State, County, and City regulatory agencies.

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

The Contractor shall allow the Owner access to the project site at all times.

The Contractor shall secure and pay for all necessary permits for the Project.

All work shall be completed in accordance with the 2014 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction except as modified herein.

The Contractor shall submit a schedule and plan to the Owner for approval prior to construction.

Contractor shall install and maintain an erosion control facilities as shown on the Plans and as necessary to prevent sediment laden water from being discharged from the site.

2.0 Clearing

The Contractor shall remove the existing tree shown on the plans and dispose of the tree limbs and debris. The stump shall be ground 12" below ground surface and backfilled with topsoil.

2.1 Earthwork

Excavation may commence once all erosion control measures are in place in accordance with the Plans and to the satisfaction of the Owner.

Excavation shall consist of the removal of any and all material encountered, including debris, rubble, concrete, metal, topsoil, cutting and removal of existing surfacing, tree stumps, trees, logs, abandoned rail ties, abandoned piping, piling, rip rap, etc.

Excavated materials shall be properly protected and reused where possible. Excavated materials not used for fill shall be hauled to an approved waste site(s), as selected by the Contractor. The Contractor shall submit a list of approved waste haul site(s) to the Owner prior to the commencement of hauling of waste materials. Any permits required for waste haul and disposal shall be the responsibility of the Contractor.

3.0 Landscaping

3.1 Seeding, Fertilizing, and Mulching

Plant material shall be of the quality, size, and conditions as determined by standards set forth in the American Association of Nurserymen Standard ANSI Z60.1.

Fertilizer shall conform to Washington State Department of Agriculture Laws and Federal Specification O-F-241D pertaining to commercial fertilizers.

Seed shall conform to the standards for “certified”-grade seed or better. Furnished in standard container on which the following information is shown: seed name, lot number, net weight, percentage of purity, germination, weed seed and inert material. Furnish to the Owner duplicate copies of a statement signed by the vendor, certifying that each lot of seed has been tested by a recognized seed testing laboratory within 6 months before the date of delivery on the Project. Seed that is wet, moldy, or otherwise damaged in transit or storage will not be accepted.

All areas that have been disturbed by construction shall receive seeding, fertilizing and mulching. These areas shall be leveled, acceptable to the Owner, existing topsoil broken up to a depth of 6 inches and hydroseeded. Graded areas shall receive 6 inches of topsoil prior to hydroseeding. Native materials selected by the Owner from material excavated and stockpiled on site shall be used for topsoil. Approval shall be granted for hand-application only after reviewing and approving the procedure that the Contractor recommends.

Seeding, fertilizing and mulching shall be installed using an approved-type hydroseeder.

Seed Mixture Typical Western Washington

The seed mixture shall have the following composition, proportion and quality:

Kind and Variety of Seed in Mixture	Percent By Weight	Minimum Percent of Pure Seed	Minimum Percent of Germination
Colonial Bent Grass (Highland or Astoria)	10%	9.8%	85%
Creeping Red Fescus (Illahee Rainier or Pennlawn)	40%	39.2%	90%
Perennial Rye Grass	30%	29.4%	90%
White Clover (Pre-inoculated)	20%	19.6%	90%
Maximum Percentage of Weed Seed	1.0%		
Maximum Inert and Other Crops	1.0%		

The seed shall be applied at a minimum rate of 120 pounds per acre.

A commercial fertilizer of the following formulation shall be furnished as specified, and all fertilizer shall be premixed prior to use on the job. The fertilizer shall be applied at the rate of 500 lbs. per acre.

Nitrogen (Inorganic) as N₂	Nitrogen (Organic) Ureaformaldehyde	Phosphorous as P₂O₅	as K₂O	Potassium lbs/Acre
10%	38%	20%	20%	500

Wood cellulose fiber mulch shall be applied at the rate of 2,000 pounds per acre.

3.2 Seed Installation

Seeding, fertilizing and mulching shall be installed in conformance with Sections 8-01 and 9-14 of the WSDOT Standard Specifications.

The seed materials will be applied in two applications.

The first application shall consist of seed and a non-toxic tracer.

The second application shall consist of a homogenous mixture of fertilizer and wood cellulose fiber mulch, and shall be uniformly applied over the seed within 48 hours of the seed application unless otherwise directed by the Owner.

When weather conditions are not conducive to satisfactory results from seeding operations, the Owner may order the work suspended and it shall be resumed only when the desired results are likely to be obtained.

Inspection is required for each area when seeding and fertilizing is complete, and again after mulching is complete.

Areas not receiving a uniform application of seeding at the specified rate as determined by the Engineer shall be reseeded at the Contractor's expense prior to mulching or payment.

4.0 Restoration

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

5.0 Payment

The contract lump sum bid per BAY AVENUE TREE REMOVAL PROJECT shall include all costs for labor, material, and equipment required to construct the Bay Avenue Tree Removal Project as specified herein. All costs for mobilization/demobilization, traffic control, and material disposal shall be included in the lump sum.

6.0 Construction Acceptance

Construction acceptance shall be subject to a well-established groundcover that fulfills the requirement of the approved construction plans. The Contractor shall protect and care for all seeded areas until fully established and healthy. Care shall include equipment and labor necessary to provide sufficient and continuous watering of all seeded areas until final acceptance.

The Contractor shall guarantee landscape materials and workmanship for a period of 2 years following the date of project acceptance. During the 2-year guarantee period, should any seed areas showing signs of failure such as dead or dying areas of grass or bare spots, the Contractor shall repair or replace all deficient areas to the satisfaction of the Owner.

*****END OF SECTION*****

PART 3

**PREVAILING WAGE RATES FOR
PUBLIC WORKS CONTRACT**

Washington State Prevailing Wage

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>.

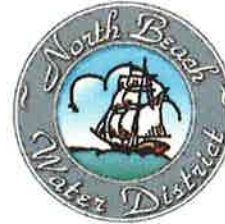
PART 4

PLANS

NORTH BEACH WATER DISTRICT

PACIFIC COUNTY

WASHINGTON



BAY AVENUE TREE REMOVAL PROJECT

NORTH BEACH WATER DISTRICT
25902 VERNON AVE.
POST OFFICE BOX 618
OCEAN PARK, WA 98640

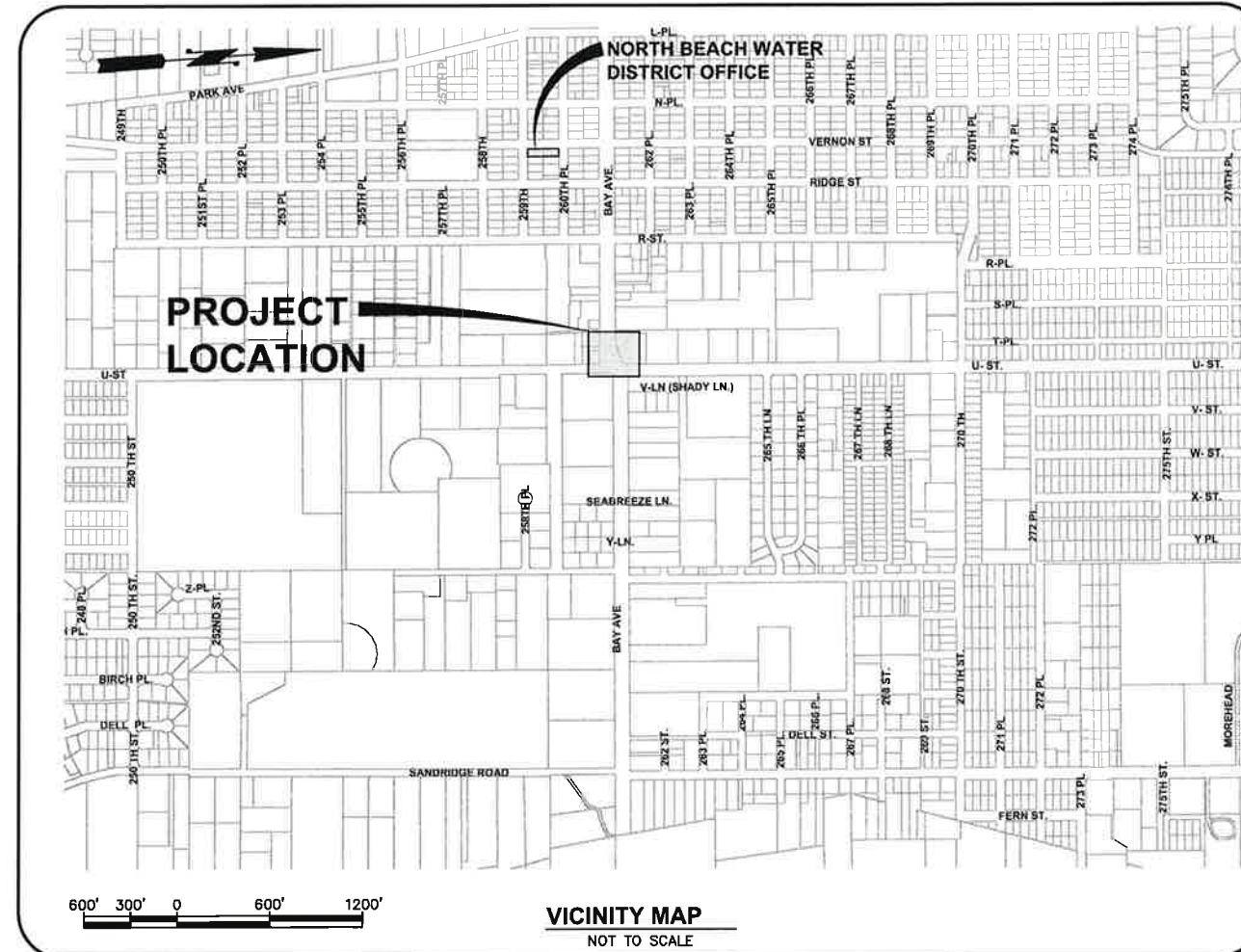
PHONE NO. (360) 665-4144

NBWD OFFICIALS

BRIAN SHELDON	COMMISSIONER-POSITION 1
GWEN BRAKE	COMMISSIONER-POSITION 2
GLENN RIPLEY	COMMISSIONER-POSITION 3
WILLIAM NEAL	GENERAL MANAGER
JACK McCARTY	OFFICE MANAGER
LISA LARCOM	BILLING CLERK
BOB HUNT	FIELD SUPERVISOR
DENNIS SCHWEIZER	TREATMENT PLANT OPERATOR

CONTACT INFORMATION

NAME	AGENCY	PHONE No.
WILLIAM NEAL	NBWD MANAGER	(360) 665-4144
MIKE COLLINS	PACIFIC COUNTY PUBLIC WORKS	(360) 875-9368
PACIFIC COUNTY PUD #2	POWER	(360) 642-3191
CENTURY LINK	TELEPHONE	(855) 742-6062
CHARTER COMMUNICATIONS	CABLE	(425) 392-6412
DENNIS NOYES	WSDOT	(360) 905-2298



G&O JOB NO: 13223.01
 MARCH 2015


Gray & Osborne, Inc.
 CONSULTING ENGINEERS
 2102 CARRIAGE DRIVE SW, BLDG. I,
 OLYMPIA, WASHINGTON 98502 (360) 292-7481

SHEET LIST

SHEET	SHEET DESCRIPTION
GENERAL SHEETS	
C-1	ABBREVIATIONS, GENERAL SYMBOLS, SYMBOL LEGEND AND GENERAL NOTES
C-2	SITE PLAN
C-3	EROSION CONTROL AND MISCELLANEOUS DETAILS

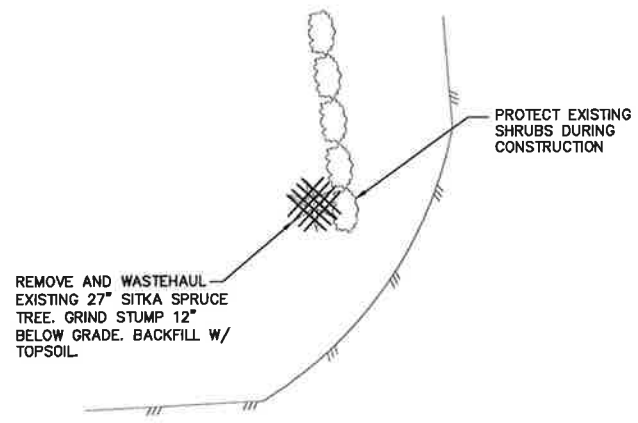
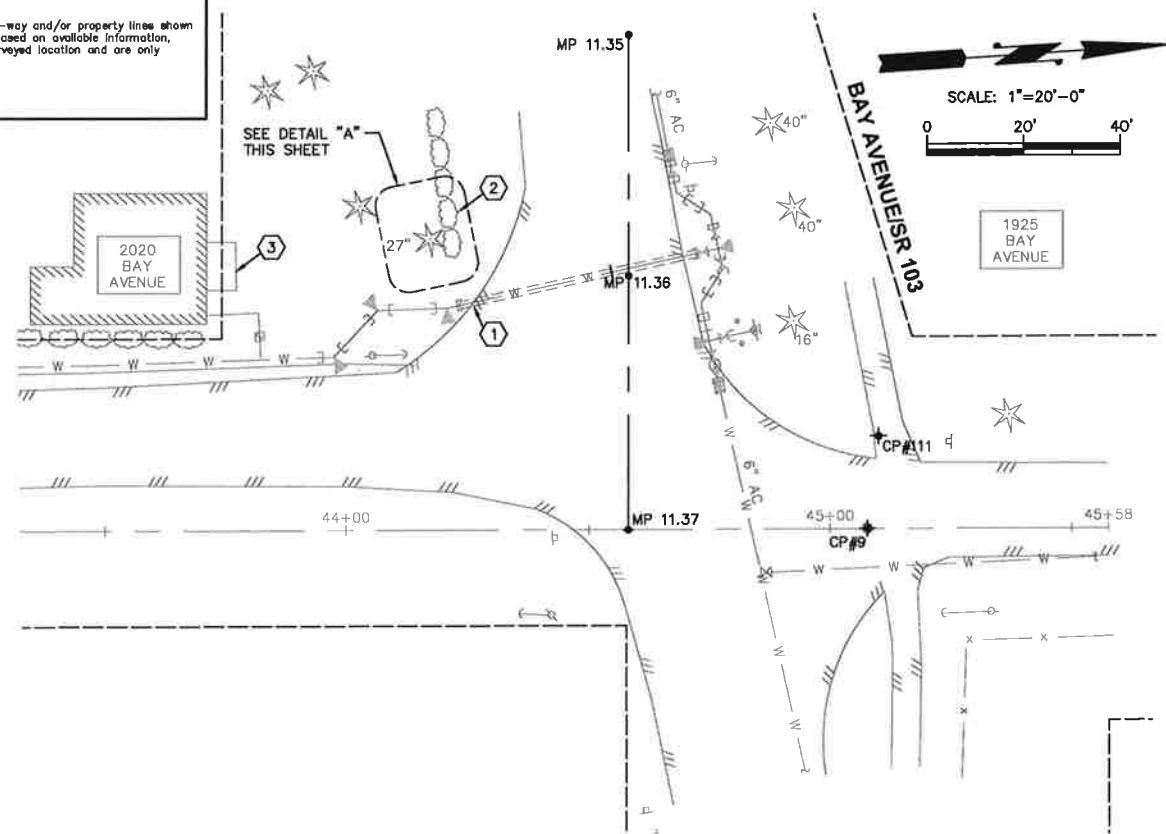
SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
9	442,443.25	748,071.93	24.63	CASED MONUMENT
111	442,446.76	748,052.84	24.59	MAG NAIL/TAG

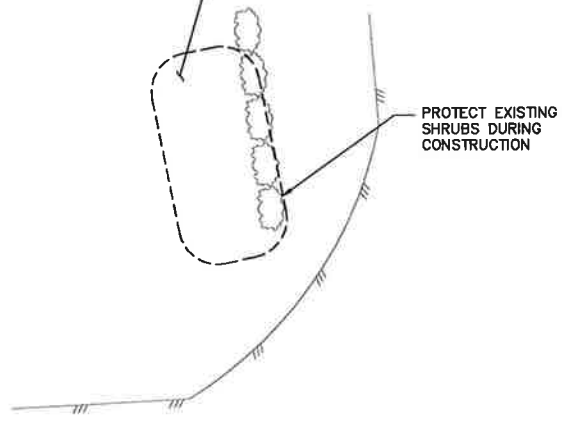
SURVEY PROVIDED BY GRAY AND OSBORNE INC.

RIGHT-OF-WAY DISCLAIMER

The right-of-way and/or property lines shown hereon are based on available information, not on a surveyed location and are only approximate.



EXISTING



PROPOSED

DETAIL A
NOT TO SCALE

NOTE:

1. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY WSDOT PRIOR TO BEGINNING WORK.
2. ALL LANDSCAPE SEEDING SHALL BE FERTILIZED AT THE TIME OF SEEDING.
3. CONTRACTOR SHALL PROTECT EXISTING WATER MAIN AND SHRUBS DURING CONSTRUCTION.

NOTES:

1. PROTECT EXISTING WATER MAIN DURING CONSTRUCTION.
2. PROTECT EXISTING SHRUBS DURING CONSTRUCTION
3. THE NORTHWEST CORNER OF THE ATTACHED PORCH IS 2.9' NORTH OF THE PROPERTY LINE AND THE NORTHEAST CORNER OF THE ATTACHED PORCH IS 3.1' NORTH OF THE PROPERTY LINE, PER 19-160, 3096942

Gray & Osborne, Inc.
CONSULTING ENGINEERS
2102 CARRIAGE DRIVE SW, BLDG. 1
OLYMPIA, WASHINGTON 98502 • (360) 282-7481

DATE: MAR 2015	SCALE: NOTED	DRAWN: EWH	CHECKED: AKK	APPROVED: MBJ
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No.	REVISION	DATE	APPD

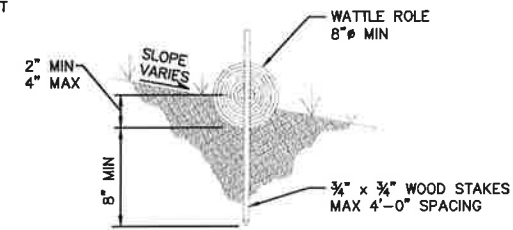
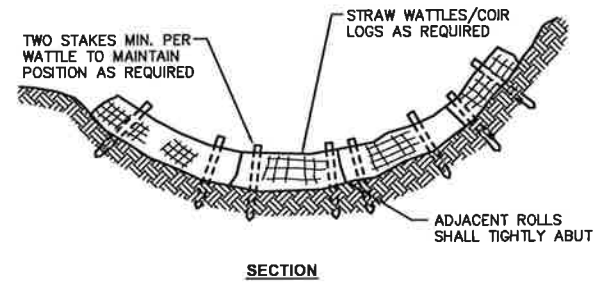


NORTH BEACH WATER DISTRICT
WASHINGTON
PACIFIC COUNTY
BAY AVENUE TREE REMOVAL PROJECT
SITE PLAN

SHEET: C-2
OF: 3
JOB NO.: 13223.01
DWG: PLAN4

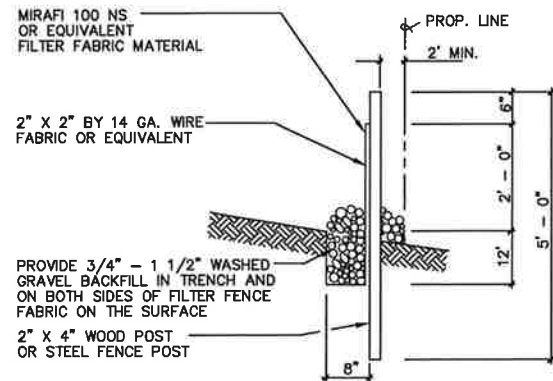
EROSION/SEDIMENTATION CONTROL NOTES

- ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION SHALL BE OBSERVED DURING CONSTRUCTION.
- ALL REQUIRED SEDIMENTATION/EROSION CONTROL FACILITIES MUST BE IN OPERATION PRIOR TO LAND CLEARING AND/OR OTHER CONSTRUCTION TO INSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER THE NATURAL DRAINAGE SYSTEM. ALL EROSION AND SEDIMENT FACILITIES SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND /OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE IMPLEMENTATION, MAINTENANCE, REPLACEMENT AND ADDITIONS TO EROSION/SEDIMENTATION CONTROL SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE EROSION AND SEDIMENTATION CONTROL SYSTEMS DEPICTED ON THE DRAWINGS ARE IDENTIFIED IN SENSITIVE AREAS. NOT ALL EROSION CONTROL MEASURES ARE DEPICTED ON THE DRAWINGS. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE BMPs THROUGHOUT THE ENTIRE WATER MAIN PROJECT. AS CONSTRUCTION PROGRESSES AND AS UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE CONTRACTOR SHOULD ANTICIPATE THAT MORE EROSION AND SEDIMENTATION CONTROL FACILITIES WILL BE NECESSARY TO INSURE COMPLETE SILTATION CONTROL ON THE PROPOSED SITE. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY HIS ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS, AS MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES AND THE WATER QUALITY OF THE RECEIVING DRAINAGE SYSTEM.
- AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND DISPOSING OF THE SEDIMENT. ALL CATCH BASINS, CONVEYANCE LINES AND DITCHES SHALL BE CLEANED PRIOR TO PAVING.
- THE CONTRACTOR SHALL REMOVE MATERIAL DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO THE COUNTY RIGHT-OF-WAY OR INTO THE EXISTING STORM DRAINAGE SYSTEM. DEBRIS SHALL NOT BE WASHED INTO THE STORM DRAINAGE SYSTEM.
- TEMPORARY EROSION CONTROL FACILITIES SHALL BE INSPECTED WEEKLY AND MAINTAINED WITHIN 24 HOURS FOLLOWING A STORM EVENT. SEDIMENT SHALL BE REMOVED TO INSURE THE FACILITIES WILL FUNCTION PROPERLY. THE FACILITIES SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.
- ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT STORMWATER RUNOFF SHALL NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
- NO DISTURBED SOIL SHALL REMAIN UNSTABILIZED FOR MORE THAN TWO DAYS.

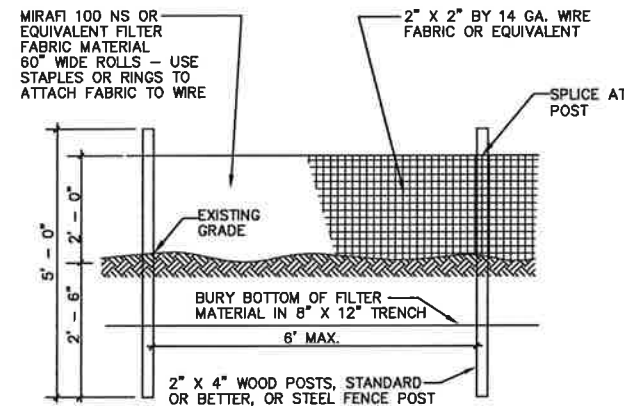


NOTE:
INSTALL WATTLE ROLL
ALONG A LEVEL CONTOUR.

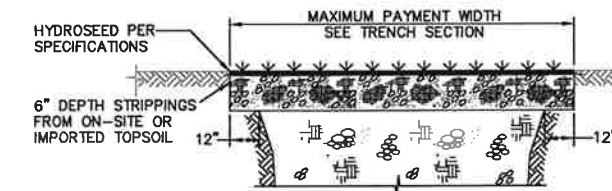
3 STRAW WATTLE ROLL DETAIL
TYP NOT TO SCALE



1 FILTER FABRIC FENCE SECTION
TYP NOT TO SCALE



2 FILTER FABRIC FENCE ELEVATION
TYP NOT TO SCALE



4 HYDROSEED RESTORATION
TYP NOT TO SCALE

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CONSULTING ENGINEERS
2102 CARRIAGE DRIVE, SW, BLDG. 1
OLYMPIA, WASHINGTON 98502 • (360) 292-7481

DATE: MAR 2015	SCALE: NOTED	DRAWN: EWH	CHECKED: AKK	APPROVED: MBJ
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REVISION	DATE	APPD



NORTH BEACH WATER DISTRICT
WASHINGTON
BAY AVENUE TREE REMOVAL PROJECT
EROSION CONTROL AND
MISCELLANEOUS DETAILS

SHEET: C-3
OF: 3
JOB NO.: 13223.01
DWG: EROSION CONTROL

PART 5
APPENDIX

APPENDIX A

**NOTIFICATION OF MAINTENANCE OPERATIONS
WITHIN STATE RIGHT-OF-WAY**

**NOTIFICATION OF MAINTENANCE OPERATIONS
WITHIN STATE RIGHT OF WAY**

Written Confirmation of Compliance

FAX three (3) Working Days Prior to Start of Construction

Inspector Cori Fahrni (360) 905-2180 cell (360) 609-3309 fahnic@wsdot.wa.gov

Utilities Project Delivery Engineer 360-905-2298 noyesd@wsdot.wa.gov

Utilities Engineer 360-905-2006 (cell) 360-567-5470 henderr@wsdot.wa.gov

Fax No. (360) 905-2218,

Area 1 Bob Kofstad __ Area 2 Scott Wilcox __ Area 3 Charles Hazen Area 4 Jay Chambers __

Note: In the event of a lane closure the contractor SHALL contact TMC at 360-759-1300 for notification of any lane closures including the M.P. to M.P. and for start and end times.

Date: March 4, 2015

To: Cori Fahrni _____, SOUTHWEST REGION UTILITIES

UTILITY CO: North Beach Water District

Contact: Bill Neal Address/ e-mail: bneal@northbeachwater.com

Phone: (360) 665 - 4144 Cell# _____

UTILITY'S CONTRACTOR: To Be Determined

Contact: To Be Determined Address/email: _____

Phone: _____

Field Contact Person: _____ Cell #: _____

What: Removal of 27" Sitka Spruce Tree within WSDOT ROW

When: Tentative Construction Start of April 13, 2015

Where: SR 103 MP 11.35 to MP 11.36

Location: Ocean Park, Washington

Existing Permit/Franchise Number: U1841



NORTH

WSDOT: Signature

Date

Cori Fahrni
March 4, 2015

Shall provide sketch of proposed work below:

R/W: _____

EOP See Attached Sheet

C/L: _____

EOP _____

R/W: _____

SIGN SPACING = X (FEET) (1)	
RURAL HIGHWAYS	60 / 65 MPH 800±
RURAL ROADS	45 / 55 MPH 500±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH 350±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH 200± (2)
URBAN STREETS	25 MPH OR LESS 100± (2)

ALL SIGNS ARE 48" x 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.

(1) All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.

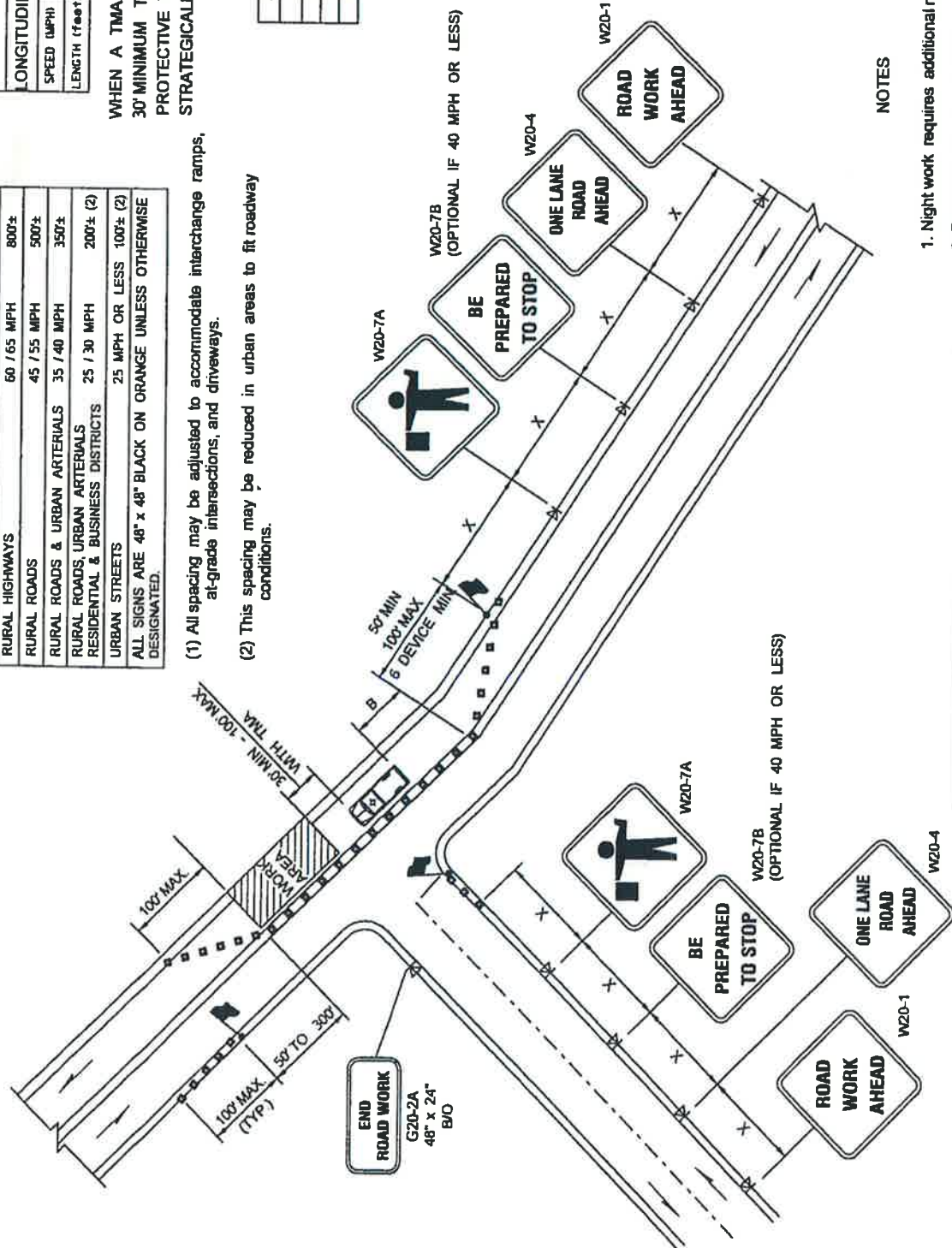
(2) This spacing may be reduced in urban areas to fit roadway conditions.

BUFFER DATA	
LONGITUDINAL BUFFER SPACE = B	
SPEED (MPH)	25 30 35 40 45 50 55 60 65 70
LENGTH (feet)	65 200 250 305 360 425 495 570 -

WHEN A TMA IS USED, THE ROLL AHEAD DISTANCE IS 30' MINIMUM TO 100' MAXIMUM

PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA

CHANNELIZING DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50 / 65	40	80
35 / 45	30	60
25 / 30	20	40



NOTES

- Night work requires additional roadway lighting at flagging stations.
- Recommend extending channelizing device taper across shoulder.
- Protective vehicle recommended - may be a work vehicle strategically located to shield the work area.
- When used, the downstream taper device spacing should be 20' O.C.
- For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible from both directions may be used.
- Longitudinal buffer space is used to position the taper in advance of a curve.

PERMIT NO. U1841
 EXHIBIT PAGE
 APPROVED BY CAREN RYAN
 DATE MARCH 4, 2015

LEGEND

- FLAGGING STATION
- SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE - RECOMMENDED