



North Beach Water District

DECEMBER 14, 2015

Report to the Board ----- By: William "Bill" Neal, General Manger
Subject: ----- Reservoir Cleaning and Inspection

Due to recent routine coliform and e-coli positive water samples the Office of Drinking Water has been increasing pressure on the management of the District to support continuous chlorination of the District's water. In response to that pressure the general manager has taken several proactive steps to disinfect the distribution system and to reduce the risk of introducing bacterial contamination into the system. Those measures included, but are not limited to, 1) temporary introduction of chlorine into the distribution system during the unidirectional flushing program, 2) review and refine protocols for Operators when collecting, packaging, storing, and transporting water samples to certified laboratories, 3) revising the coliform monitoring plan and submitting the plan with the revised WSP for DOH approval, 4) review and refine protocols for Operators when repairing, replacing and extending water mains, working within reservoirs, working within water wells, or working within filtration vessels, 5) Surveying the water system for unsanitary conditions that could lead to contamination of the system.

In addition to the measure mentioned above, the installation of the new water meters will have a large positive impact in protecting the water system from contamination due to cross connections. Prior to the installation of the new water meters each service was either unprotected from reverse flow or the check valves used for protection were single swing type that afforded very limited protection. Each new meter has been installed with a high quality dual spring check valve. Although these valves do not meet federal and state standards for backflow protection they do provide a much higher level of protection than before.

The new meters do not prevent backflow but they do record backflow incidents. When investigating a backflow incident, determining the origin or point of entry of the contaminated water can be difficult whereas quantifying the volume of contaminated water that entered the system can be near impossible. The new meters will provide accurate answers to both of those questions. Timely and appropriate response to a backflow incident are vital in minimizing the cost to the health and welfare of our customers as well as the clean-up of the contamination incident.

Although the measures described above will have positive impacts on the water quality in the distribution system there are other proactive measures that should be taken. One of those is to have the water reservoirs inspected and cleaned. Teresa Walker, ODW Regional Engineer, noted in the District's 2014

Sanitary Survey that the last time the reservoirs were inspected and cleaned was in 2007 and recommended the District have the reservoirs inspected in 2014.

Sediment naturally accumulates on the bottom of water reservoirs. According to the Municipal Sewer & Water Magazine¹ "it is not uncommon to find two or three inches of sediment on the floor of water storage tanks and towers." They also noted that "facilities that have gone 10 to 20 years without cleaning their storage reservoirs can measure the sediment in feet." The article also noted that the "sediment creates a habitat for bacteria, protozoa and even viruses to grow." The article stated that "keeping water reservoirs clean is one of the best ways to ensure the health of a public water system."

Considering the above, the general manager prepared a scope of work and request for proposals and sent it to five vendors specializing in potable water reservoir inspection and cleaning from the MSRC small works roster. We received three bids from interested vendors.

The District's Public Works and Purchasing Procedures Policy, adopted June 21, 2010 via Resolution 05-2010, in Section 6- "Small Works Roster - Presentation to Board of Commissioners" states:

"The district manager shall present all telephone quotations/bids and recommendation for award of the contract to the lowest responsible bidder to the board of commissioners. However, for public works projects under \$10,000, the district manager shall have the authority to award public works contracts without board of commissioners' approval, provided that the board of commissioners shall ratify the district manager's approval at the next scheduled board of commissioners meeting by means of the consent agenda. For public works projects over \$10,000, the board of commissioners shall award all public works contracts by resolution."

In harmony with the above policy the general manager evaluated submitted bids and determined Reliable Divers, LLC was the lowest responsive and responsible bidder. The general manager awarded the project to Reliable Divers, LLC. When Reliable Divers, LLC returns the Limited Public Works Contract and Certificate of Insurance the general manager will issue a Notice to Proceed. Work is tentatively scheduled to be completed the week of December 28, 2015.

Motion:

"I move to ratify the actions of the general manager in awarding the limited public works contract to Reliable Divers LLC for \$4,958.01 to inspect and clean the District water reservoirs."

¹September, 2010 (<http://www.mswmag.com/editorial/2010/09/looking-inside>)



North Beach Water District

RFP - 2015 Potable Water Reservoir Inspection and Cleaning

Bid Tabulation: **Ballard Marine** **LiquiVision** **Reliable Diving**

Inspection/Report:

Mobilization/

Demobilization	2,100.00	0.00	0.00
Reservoir #1:	4,250.00	1,248.00	600.00
Reservoir #2:	4,250.00	1,248.00	600.00
Reservoir #3:	4,250.00	1,248.00	600.00
Reservoir #4:	4,200.00	1,248.00	600.00

Cleaning:

Reservoir #1:	4,375.00	500.00	500.00
Reservoir #2:	4,375.00	500.00	500.00
Reservoir #3:	4,375.00	500.00	500.00
Reservoir #4:	5,350.00	500.00	645.00

Additional Sediment Removal:

Per/Inch (All Res.)	1,416.00	437.00	139.00
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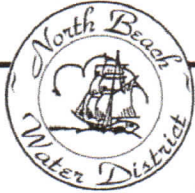
Extra Work Detail

Per Hour	725.00	495.00	350.00
Remobilization	2,100.00	450.00	4 hours
% mark-up Materials	15%	5%	15%

Total Base Bid **\$38,525.00** **\$6,992.00** **\$4,595.00**

By: *[Signature]*

Date: 11/24/15



**REQUEST FOR PROPOSAL (RFQ) FOR POTABLE WATER RESERVOIR
INSPECTION AND CLEANING**

Sealed Bids will be received until 2:00 p.m. 23 December 2015

Reservoirs to be inspected and cleaned:

Reservoir North 1- Mt Baker Silo .179 MG - 26' diameter x 45' height

Reservoir North 2- Mt Baker Silo .179 MG - 26' diameter x 45' height

Reservoir North 3- Mt Baker Silo .179 MG - 26' diameter x 45' height

Reservoir South 1- Mt Baker Silo .211 MG - 30' diameter x 50' height

North Beach Water District (NBWD) is soliciting competitive bids from qualified contractors for a one-time reservoir inspection and cleaning.

The project includes the cleaning of accumulated bottom sediment and removal of any debris. It also includes the video inspection of four (4) water storage reservoirs utilizing certified commercial divers trained in potable water cleaning operations. It is the intent of NBWD to utilize the reported inspection findings for documentation of routine preventative maintenance on the reservoirs. NBWD is requesting specific documentation as detailed below in the Scope of Work. The reservoirs will continue to be on-line throughout the work being requested below.

The inspection may lead to additional work to be negotiated between NBWD and the Contractor.

Inspection:

The inspection and reporting shall be focused on documenting and findings related to the following criteria:

Inspections shall document any OSHA, AWWA, and NFPA-22 or health or safety compliance discrepancies related to the reservoirs, (e.g. potential contamination sources, ladders, balconies, hatches, vents, etc.) Interior inspections will concentrate on conditions that indicate a loss of integrity or functionality. Areas of rust, pitting, as well as associated undercutting or migration will be documented in the final reporting. Findings are to be graded in accordance with the applicable standards from the following agencies:

Coatings:

Society for Protective Coatings - ANSI/SSPC-Vis 2-82/ASTM-D6 10-85

Corrosion:

National Association of Corrosion Engineers - ASM/NACE RPO 178-91, A, B, C

Concrete:

American Concrete Institute - ACI 201.1R-92

Cleaning:

Underwater cleaning and inspections shall be performed in strict accordance with Section 4.4 of AWWA C-652-02 standards.

The tank is described in the Tank Specifications section of this request. The contractor shall furnish all labor, equipment, insurance, training, licenses and certifications to complete the proposed work.

The Contractor, not NBWD, will be responsible for:

- Supplying additional personnel or equipment if needed for the work.
- Special scheduling - no interruption means work can be completed as soon as confirmed and tasked.
- The Contractor while on NBWD property shall, at all times, observe all applicable Local, State and Federal safety requirements, more specifically the OSHA Confined Space compliance requirements.
- Additional disinfection procedures (See AWWA C652-02).
- Down time or bypassing the reservoir.

Cleaning Specification

The Contractor shall provide the procedure, labor, equipment and supplies necessary to thoroughly remove all accumulated bottom sediment and debris for the potable water storage reservoir.

All accumulated bottom sediment and debris shall be removed in a manner that does not compromise the tank integrity and or coating system. The work shall not cause disruption to the use or quality of the water.

Removed water, debris (or other waste materials) may be deposited on-site in an area and manor approved by NBWD. Clean-up and any necessary permitting will be the responsibility of the Contractor.

The total price shall be based on the removal of sediments up to two (2") inches in depth, averaged over the entire floor area. Contractor's proposal shall provide a unit price, per cubic yard, for the removal of bottom sediments in excess of two (2") inches in the reservoir. Should the bottom sediment exceed the two (2") inches in the reservoir, NBWD will be notified and a signed authorization from NBWD, or NBWD's Designated Representative, will be obtained prior to NBWD incurring any additional cost.

Reporting:

Reporting for each facility shall include the following:

Estimates of corrosion both above and below the waterline based on NACE and SSPC guidelines.

A description of concrete condition denoting any problem areas such as cracking,

spalling or deterioration.

Description of hatch condition, interior and exterior pipes, fittings, and appurtenances, vent and overflow structure and flap condition.

Recommendations and cost estimates for repairs shall be provided.

Interior DVD video and Digital Image documentation of designated facilities, both above and below the waterline. Narrated color video shall review at a minimum the conditions of internal walls, floors, roofs, hatches, welds, overflow structures, sediment and any identified discrepancies.

Reporting for the reservoir shall include interior video inspection with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings shall be documented on DVD or CD Windows Media Video (.wmv) format "no other video format will be accepted". Video file should include: dive maintenance technician's findings and narrative summary with digital images, comprehensive listing of all discrepancies found (interior and exterior) with corresponding photos and recommendations. The report shall be bound and include an electronic PDF copy of report. The report shall be delivered to NBWD within 30 days of the project completion date to the Superintendent.

Extra Work:

At this time NBWD does not anticipate any damage or wear requiring repairs to be discovered during the inspection of the reservoirs with the exception of the 6" Romac Transition Couplings on the inlet line. According to the plans there should be one coupling within 3 feet of the floor and at least one coupling about 10 feet above the floor and possible more couplings higher up on the fill line. Video from the previous inspection showed rust damage to the coupling. The coupling appeared to be Romac 501 Ductile Iron Dressler Coupling, which may not have been the best choice for the application. In the event the couplers required replacement NBWD will procure and have available for the Contractor appropriate replacement couplers that meet AWWA C230-11 Standard for Stainless Steel Full Encirclement Repair and Service Clamps. The Contractor will make repairs, if possible, before demobilizing from the inspection and cleaning work, or as soon after materials, permits or other approvals, including approvals from the NBWD Board of Trustees can be obtained.

Specifications for Potable Water Diving Operations:

All diving operations are to be conducted by certified commercial divers who are ACDE Cardholders. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master Dive School shall also qualify.

All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system filter system and pneumofathometer. The air source shall have been tested, within the past 180 days, for oil mist and other contaminants, in accordance with OSHA 29 CFR.

All diving operations shall be conducted utilizing a totally encapsulated

diving dress, including diver hardhat with sealed neck dam, and a vulcanized rubber dry suit; in good repair. A band mask shall be specifically prohibited, for any instance but in an emergency situation.

The diver hard hat shall be equipped with operating voice communication to the surface, and the diver umbilical shall consist of at minimum, the following: Diver air hose, neumofathometer, diver communication cable, video cable and high intensity lighting, power cable.

The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor). All of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, O2 Administrator Card, as well as a complete diver physical within the previous 24 months. The dive contractor shall be wholly responsible and liable for the safety of the dive team, and for any damage that may occur as a result of diving, inspection, and cleaning activities. The dive contractor shall provide personnel, equipment, a safety plan, and provide all means at his disposal to ensure a safe work environment in compliance with all applicable laws and regulations.

All diver equipment and any other equipment introduced into the reservoir shall be dedicated for potable water operations, and further, shall be disinfected with no less than a 200 ppm chlorine scrub/spray prior to entry into the reservoir.

Underwater welding is not permitted in potable water reservoirs unless the reservoir is isolated from the system and the water is drained to waste following the welding procedures.

Dive contractor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks, and the latest Air Testing Reports.

Dive team shall be equipped with live color video with live voice recording (and associated lighting system) between diver and surface team, to allow for real-time surface monitoring of all diving activities and findings, as well as quality-control of the complete work.

Contractor security protocols shall include mandatory drug and criminal background checks of all field employees prior to employment.

Submittal of Proposal:

Please be sure you review the indemnification and insurance requirements before submitting a proposal.

Proposal shall include the following requirements:

1. One (1) signed copy of the proposal shall be submitted in the proposal package.
2. A statement of similar work previously performed, including at least two references identifying the organization, project and construction manager including telephone number(s).
3. A list of personnel who will be assigned to work on this project along with a statement of qualifications, including a resume for each,

listing education, training, experience, certification and expertise in this type of work.

4. List of exceptions to the specification, terms, or conditions of RFQ. If no exceptions are included in the proposal the standard specifications, terms, and conditions will be considered acceptable.

5. Please submit a summary of how your company proposes to accomplish the work and equipment to be used, and a project timeline.

NBWD retains the right to issue Addenda for items not covered in the original proposal request. If issued, NBWD will attempt to notify all known prospective proposals. However, it shall be the responsibility of each Contractor to ensure that their proposal is inclusive of all Addenda. Failure to acknowledge all Addenda may result in rejection of the proposal as non-responsive.

Proposals, plainly marked **RFP "2015 Reservoirs Inspection and Cleaning"** must be delivered to NBWD before the date and time listed on page one of this request for proposals. Proposals may be mailed and to PO Box 618 Ocean Park, WA 98640 or delivered by hand or currier to 25902 Vernon Avenue Ocean Park, WA 98640. Bids received by faxed/emailed or received after the date and time listed on the first page of the request for proposals will be considered unresponsive by NBWD.

NBWD welcomes interested contractors to request more information if needed. If you have questions pertaining to the specifics of this Request for Proposal (RFP), please submit the request for information via email to bneal@northbeachwater.com Attn: Bill Neal.

General Terms and Conditions

Awarded Contractor shall agree to and sign NBWD's standard Small Works Contact attached hereto as Exhibit A.

Plans, Specifications, and Drawings

In addition to above specifications, see Reservoir Specification Sheet attached hereto as Exhibit B.

Proposal:

Inspection/Report:

Mobilization/
Demobilization \$ 0
Reservoir #1: \$ 600.⁰⁰
Reservoir #2: \$ 600.⁰⁰
Reservoir #3: \$ 600.⁰⁰
Reservoir #4: \$ 650.⁰⁰

Cleaning:

Reservoir #1: \$ 500.⁰⁰
Reservoir #2: \$ 500.⁰⁰
Reservoir #3: \$ 500.⁰⁰
Reservoir #4: \$ 645.⁰⁰

Additional Sediment Removal:

\$ 139.⁰⁰ per/inch
\$ 139.⁰⁰ per/inch
\$ 139.⁰⁰ per/inch
\$ 185.⁰⁰ per/inch

Extra Work

Extra Work Detail

\$ 350.⁰⁰ per/hour
\$ 4 Hr minimum Remob/demob
15 % mark-up on Materials

Total Base Bid: \$ 4595.⁰⁰

The above rates include all expenses required to perform the scope of work identified in Bid Documents. Additional sediment removal, extra work, or expenses above and beyond the amount shown in the Total Base Bid above will be authorized by NBWD in a written Change Order prior to commencement of work.

Reservoirs will be inspected and cleaned by January 15, 2016 and final inspection reports will be submitted to NBWD before January 30, 2016. Extra work not conforming to cost identified about will be agreed in writing prior to commencement of work.

Payment Terms: Net 30 days from invoice date

Company Name: Reliable Diving, LLC
Company Address: P.O. Box 1321
City State Zip: Maple Valley, WA. 98058
Phone: 888-734-8464 Fax: 855-734-8464
Email: Sales@rdiving.com
Washington State Contractors License #: RELIADL86382
Corp/LLC: Partnership: Joint Venture: Sole Proprietorship

References:

NBWD will be using references, those provided by the bidder and from municipalities known to the NBWD, in determining the most responsible bidder. Please provide the following Information:

Reference #1

Name of Municipality: City of Kent
Type of Work Performed: Clean, Inspection and Repair of Large Potable Water Tank.
Year Work Performed: 2015 Contract Amount: \$ 11,200.⁰⁰
Name of Contact: Kevin Swinford Phone Number: 253-856-5613

Reference #2

Name of Municipality: Eugene Water + Electric
Type of Work Performed: Clean, - Inspection of Large Potable Water Tank.
Year Work Performed: 2015 Contract Amount: \$ 8,950.⁰⁰
Name of Contact: Honey Sales Phone Number: 541-484-2411

Reference #3

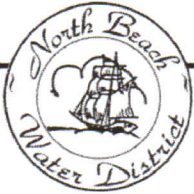
Name of Municipality: Skagit P.U.D. #1
Type of Work Performed: Clean, Inspection and Repair of Several Water Tanks
Year Work Performed: 2014, 2015 Contract Amount: \$ 12,950.⁰⁰
Name of Contact: Mike Fox Phone Number: 360-848-4457

To: Laura Frazier, Business Manager NBWD Homeowners Association.

We the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents including Addenda Numbers: #1, _____, _____, _____, _____
- b) We offer to supply all materials and perform all work as specified in the Bidding Documents, including all time schedules and deadlines.
- c) In accordance with the costs and prices listed in Proposal above are sufficient to complete the total scope of work included in the Bid Documents including all taxes, permits, fees, labor, materials, travel, per diem, and other expenses.

Printed Name: John Dewey Title: Sales Manager
Signature: John Dewey Date: 11-25-15
Duly authorized to sign on behalf of: Reliable Diving, LLC
(Name of Bidding Company)



North Beach Water District

ADDENDUM #1

TO THE BIDDING DOCUMENTS AND SPECIFICATIONS FOR RFQ POTABLE WATER RESERVOIR INSPECTION AND CLEANING

ISSUED THIS DATE: ----- NOVEMBER 12, 2015

ITEM NO. 1: BID DATE CHANGED FROM: -----2:00 PM 23 DECEMBER, 2015
TO: -----2:00 PM 23 NOVEMBER, 2015

ITEM NO. 2: PREVAILING WAGE:

1. The awarded Contract is subject to prevailing wage requirements (reference Chapter 39.12 RCW and 296-127 WAC). Wages to be paid workers, laborers or mechanics, pursuant to this contract SHALL NOT BE LESS than the prevailing rate of wage in the same trade or occupation in the locality within the state where the labor is performed. By submission of a properly signed and completed bid, bidder agrees to comply with all provisions of these chapters. The Contractor shall recognize and follow the most recently publicized increases in the prevailing wage schedule. The Contractor shall pay its employees the increase in wages if there is a change to that wage rate during the execution of the contract. The cost increase shall be paid to the Contractor by the District. The Contractor shall submit to the Industrial Statistician of the Department of Labor and Industries a "Statement of Intent to Pay Prevailing Wages and a copy of the approved intent must be submitted to the District for payment adjustment to occur. An "Affidavit of Wages Paid" will be required to close the contract and release retainage if retainage is held. Prevailing wage requirements do not apply to:

- a. Sole owners and their spouses.
- b. Any partner who owns at least 30% of a partnership.
- c. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

2. If a dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his decision shall be final, conclusive and binding on all parties involved in the dispute.

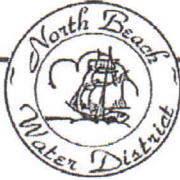
3. See Attachment A for the most recent prevailing wage rates for Pacific County for labor categories.

4. This is not a federally funded project and is not subject to Davis Bacon rules

ITEM NO. 2: EXCEPTIONS TO THE BIDDING DOCUMENTS OR SPECIFICATIONS:

1. Bidders will conform to the conditions and specifications as described in the bid documents. In the event a Bidder is not able to conform to a condition or specification in the bid documents (i.e. insurance requirements, starting or completion dates, methods of completing work, etc.), this addendum provides an "Exception List" for Bidders use. Bidders with exceptions will list the condition or specification with which they have an exception along with an alternative condition or method they propose for the Districts consideration. **The District will use the Exception List along with the Bid Sheet and Reference List in determining the lowest responsible bidder.**

By: John Dewey Date: 11-25-15
Printed Name: John Dewey Title: Sales Manager



North Beach Water District

ADDENDUM #1

TO THE BIDDING DOCUMENTS AND SPECIFICATIONS
FOR
RFQ POTABLE WATER RESERVOIR INSPECTION AND CLEANING

ISSUED THIS DATE: ----- NOVEMBER 12, 2015

ITEM NO. 1: BID DATE CHANGED FROM: -----2:00 PM 23 DECEMBER, 2015
TO: -----2:00 PM 23 NOVEMBER, 2015

ITEM NO. 2: PREVAILING WAGE:

1. The awarded Contract is subject to prevailing wage requirements (reference Chapter 39.12 RCW and 296-127 WAC). Wages to be paid workers, laborers or mechanics, pursuant to this contract SHALL NOT BE LESS than the prevailing rate of wage in the same trade or occupation in the locality within the state where the labor is performed. By submission of a properly signed and completed bid, bidder agrees to comply with all provisions of these chapters. The Contractor shall recognize and follow the most recently publicized increases in the prevailing wage schedule. The Contractor shall pay its employees the increase in wages if there is a change to that wage rate during the execution of the contract. The cost increase shall be paid to the Contractor by the District. The Contractor shall submit to the Industrial Statistician of the Department of Labor and Industries a "Statement of Intent to Pay Prevailing Wages and a copy of the approved intent must be submitted to the District for payment adjustment to occur. An "Affidavit of Wages Paid" will be required to close the contract and release retainage if retainage is held. Prevailing wage requirements do not apply to:

- a. Sole owners and their spouses.
- b. Any partner who owns at least 30% of a partnership.
- c. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

2. If a dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his decision shall be final, conclusive and binding on all parties involved in the dispute.

3. See Attachment A for the most recent prevailing wage rates for Pacific County for labor categories.

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ITEM NO. 2: EXCEPTIONS TO THE BIDDING DOCUMENTS OR SPECIFICATIONS:

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By:  Date: 11/12/15

Printed Name: William Neal Title: General Manager

EXCEPTION LIST

Bidders must itemize all exceptions to the bid documents and specification along with alternate conditions, methods, or specifications on this form. If this is not sufficient space, attach additional sheets as required.

Exception 1: _____

Alternative 1: _____

Exception 2: _____

Alternative 2: _____

Exception 3: _____

Alternative 3: _____

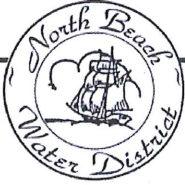
Exception 4: _____

Alternative 4: _____

Printed Name: John Dewey Title: Sales Manager

Signature: John Dewey Date: 12-14-15

Duly authorized to sign on behalf of: Reliable Diving, LLC
(Name of Bidding Company)



North Beach Water District

December 10, 2015

John Dewey
Reliable Diving, LLC.
PO Box 1321
Maple Valley, WA 98038

Project: Potable Water Reservoir Inspection and Cleaning

Re: **NOTICE OF AWARD**

Dear Mr. Dewey,

The purpose of this letter is to notify you that North Beach Water District has awarded a Limited Public Works contract to you for the above referenced Project.

The Contract Price is four thousand nine hundred fifty eight dollars and one cent (\$4,958.01). The Contract Price includes all of the base bid items identified in the Contract Documents and Washington State Sales Tax. Additive items identified in the Contract Documents, if approved by the District prior to execution, will be bill as additional work sales tax included separate items

Please provide the following items within five (5) days of the date of this Notice of Award.

1. Deliver to the District two fully executed counterparts of the enclosed Limited Public Works Contract.
2. Deliver with the executed Contract, Insurance Certificates as specified in the Instructions to Bidders listing the District as an additional insured on the insurance certificate.

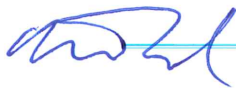
The District will accept electronic versions of the returned documents provided the signatures are in blue ink and the documents are scanned in color and at a resolution of 300dpi or higher.

The Contract Documents include: 1) the Request for Proposals (RFP) including Exhibits A and B 2) Addendum #1 to the RFP including Exception List and Attachment A, 3) Reliable Diving, LLC's Bid Submittal exclusive of non-requested items, 4) the Limited Public Works Contract, 5) Certificates of Insurance naming the District as additional insured.

If you fail to deliver the items listed above with the time specified, the District will consider your estimate in default and annul this Notice of Award.

As of the Date of this letter, the District anticipates issuing a Notice to Proceed on December 18, 2015. You will have fifteen (15) days to start work and sixty (60) days to complete work once the "Notice to Proceed" has been issued.

Sincerely,



William Neal,
General Manager, NBWD

Cc: Jack McCarty, NBWD Office Manager
NBWD Board of Commissioners
File

EXHIBIT "A"
NORTH BEACH WATER DISTRICT
LIMITED PUBLIC WORKS CONTRACT
PUBLIC WORKS OR MAINTENANCE

Scope of Work: The terms, conditions and requirements of this Small Works Contract shall be incorporated into any project a Contractor performs under the Small Work Roster. When or if the District decides to award a contract to a listed Contractor through the Small Works Roster, it shall prepare a Request for Quotation or a purchase order which shall describe in detail the improvement or maintenance to be performed. The Contractor will not begin work until a signed and dated "Purchase Order" or "Notice to Proceed" has been received from the District's Authorized Representative.

Contractor's Obligation: The Contractor agrees that for each public improvement and/or building maintenance project that is awarded through the Small Works Roster, it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such work. All work shall be done in accordance with the Contract Documents and in accordance with all state, federal and local laws and regulations. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents and within the time limits stated in the Contract Documents. Unless otherwise specified in the Contract Documents, all projects with the District shall be governed by the current year's Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation.

In order to become an approved Small Works Contractor and in accordance with Revised Code of Washington (RCW) 39.04.350 the contractor must meet the following bidder responsibility criteria to be considered a responsible bidder. The contractor may be required to provide the District documentation demonstrating compliance with the criteria. The contractor must:

- a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, **which must have been in effect at the time of bid submittal**;
- b. **Before award of contract**, have a current Washington Unified Business Identifier (UBI) number;
- c. **Before award of contract**, if applicable:
 - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. **At the time of award of contract**, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- e. Supplemental responsible bidder criteria, if applicable.

Pursuant to RCW 39.06.020, the contractor who is awarded the contract must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

District's Obligation: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the District, the District agrees to pay the Contractor in the manner and in the times provided in the Contract Documents and in accordance with the policies of the District and the laws of the State of Washington. The amount finally to be paid is, however, variable upon the amount of work done and/or materials furnished pursuant to unit prices, if any, fixed in the Contractor's Proposal or as modified by any or all approved change orders.

Permits: The Contractor agrees to make all necessary arrangements and to obtain all necessary permits to do the work required and covered by this Contract from the United States and any of its subdivisions or agencies and the State of Washington and any of its subdivisions or agencies and any municipalities.

Insurance: The Contractor agrees to the following requirements relating to insurance coverage and shall provide appropriate insurance certificates and endorsements to the District. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the District. In the event project specific insurance requirements apply, District will request proof of coverage prior to issuance of Notice to Proceed. In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. Minimum required insurance coverage is as follows:

A policy of Commercial General Liability Insurance, including:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offense

Washington Stop Gap (this must be indicated on the certificate) /Employers' Liability:

- \$1,000,000 Each Accident
- \$1,000,000 Disease – Policy Limit
- \$1,000,000 Disease – Each Employee

Auto Liability Coverage:

- \$1,000,000 Combined Single Limit

North Beach Water District named as an Additional Insured including applicable endorsements (this must be indicated on the certificate).

Waiver of any rights of subrogation including applicable endorsements

North Beach Water District shall be named as Certificate Holder.

Worker's Compensation: The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

Employment Security: The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

Contractor's Bond: The Contractor agrees that for projects of \$35,000 or more, before it undertakes performance of the Contract, it will file with the District a Performance and Payment Bond in the full amount of the Contract price, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bond shall be supplied on a District approved form.

Payment of Suppliers: The Contractor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the Contract.

Hours of Work: The Contractor agrees that all persons employed by it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of eight hours in any one day, except as in accordance with Chapter 49.28 RCW.

Payment of Labor: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Chapter 39.12 RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute. The Contractor and its subcontractors may be required to submit Certified Payrolls to the District upon request.

Payment: Invoices will be paid thirty (30) days after the District's receipt and acceptance of the materials or work, provided that all required forms have been submitted. Payment periods will be computed from the acceptance of all work, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the Contract documents. No payment shall be due prior to the District's receipt and acceptance of the items identified in the invoice thereof.

Notwithstanding the provisions above, the District reserves the right to refuse payment, in whole or in part, until such time as the District is satisfied that the Contractor and its subcontractors have satisfied all claims and requirements of the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security, as well as all claims of suppliers of labor, materials, or equipment.

For projects in excess of \$35,000 there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and RCW Ch. 60.28. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved. Payment of the retained percentage shall be withheld for a period of 45 days following the final completion and acceptance of all Contract work by the District, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12, subject to any claims filed in accordance with law and receipt of the submission of all required payrolls and affidavits, and releases or certificates have been obtained from the Washington State Department of Labor & Industries, Washington State Department of Employment Security and from the Washington State Department of Revenue.

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 governing the disposal of waste or debris accumulated and/or generated during the course of performance of the work under this Contract, that is in any manner connected with, the work performed under this Contract, 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)

Venue and Attorneys' Fees: This Contract 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 Contract 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.

Assignment: This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

Contract Documents: In case of conflict, the precedence of the following documents in controlling the work shall be:

- 1) Purchase Order,
- 2) Addenda,
- 3) Request for Quotation,
- 4) Special Provisions,
- 5) Contract
- 6) Plans
- 7) Small Works Contract,
- 7) Permits from Outside Agencies,
- 7) Amendments to the Standard Specifications,
- 8) WSDOT Standard Specifications (most current), and
- 9) Standard Plans

Approved change orders, force accounts, and approved revisions to the drawings and specifications will take precedence over Contract Documents.

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.

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 Contract. 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.

Termination for Convenience: The District, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the District.

By signing this contract, I certify that I am an authorized signatory for the Company and acknowledge and agree to the terms and conditions of this contract.

Accepted by: John Dewey

Printed Name: John Dewey

Title: Sales Manager

Date: 12-14-15

Company Name: Reliable Diving, LLC

UBI Number: 603-161-259

WA State Contactor License No: RELIADLP63B2

WA State Employment Security Account No: 445255-000



CERTIFICATE OF LIABILITY INSURANCE

RELDI-1

OP ID: DB

DATE (MM/DD/YYYY)

12/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snapper Shuler Kenner Ins Brown & Brown of WA Inc dba P.O. Box 551 Lynden, WA 98264 Todd Kaloper	CONTACT NAME: Todd Kaloper PHONE (A/C, No, Ext): 360-354-4488 E-MAIL ADDRESS: Todd@sskinsurance.com	FAX (A/C, No): 360-354-1946	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Reliable Diving LLC Attn: Mr. Robert Slattery P O BOX 1321 Maple Valley, WA 98038	INSURER A : United Specialty Ins Co		12537
	INSURER B :		
	INSURER C : Ohio Security Insurance Co.		24082
	INSURER D : Alaska National Insurance Co.		38733
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Watercraft Liab <input checked="" type="checkbox"/> Marine GL, CCC GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	USA4083015	05/07/2015	05/07/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS56637366	05/14/2015	05/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	USA4083015 (STOP GAP)	05/07/2015	05/07/2016	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

USLH Policy 15E WU 10171 05/22/15 - 05/22/16 Limit - per Statute.

Blanket Additional Insured per form SEA1112 0606 and Blanket Waiver of Subrogation SEA1113 0606.

CERTIFICATE HOLDER**CANCELLATION**

North Beach Water District 25902 Vernon Ave Ocean Park, WA 98640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed that to the extent the Named Insured is obligated by written contract to name any person or organization as an Additional Insured hereunder, the Company agrees that such person or organization shall be considered an Additional Insured.

This agreement applies only to the extent of such obligation and only with respect to operations performed by or on behalf of the Named Insured or to the facilities of or used by the Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed that the Company waives its rights of subrogation against any person or company to whom the Named Insured is obligated by written contract to provide such waiver.

This agreement applies only to the extent of such obligation and only with respect to operations performed by or on behalf of the Named Insured or to the facilities of or used by the Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.



North Beach Water District

DECEMBER 15, 2015

John Dewey
Reliable Diving, LLC.
PO Box 1321
Maple Valley, WA 98038

PROJECT:-----POTABLE WATER RESERVOIR INSPECTION AND CLEANING

RE:-----NOTICE TO PROCEED

DATE OF NOTICE:----FRIDAY, DECEMBER 18, 2015

Dear Mr. Dewey,

The purpose of this letter is formal notice that the Contract Documents for the above referenced project have been executed. You have fifteen days (15) from the date of this notice to begin work and all work must be complete within sixty (60) from the date of this notice. The date of this notice is the date shown above.

Prior to commencement of work, a preconstruction meeting shall be held for the purpose of discussing essential matters pertaining to the performance and satisfactory completion of the work. .Reliable Diving will be responsible for scheduling the preconstruction meeting and will notify the District in writing a minimum of three (3) working days prior to the requested meeting date. The meeting will be held in Ocean Park at the work site and the attendees will include, at a minimum, Reliable Diving's Project Manager North Beach Water District's Treatment Plant Operator and Field Superintendent. Provided there are no unresolved concerns by any party, work on the project can begin directly after the preconstruction meeting.

I would like to remind you that Washington State prevailing wage rules apply. (see Chapter 296-127 WAC)

Sincerely,

William Neal,
General Manager, NBWD

Cc: Jack McCarty, NBWD Office Manager
NBWD Board of Commissioners
File