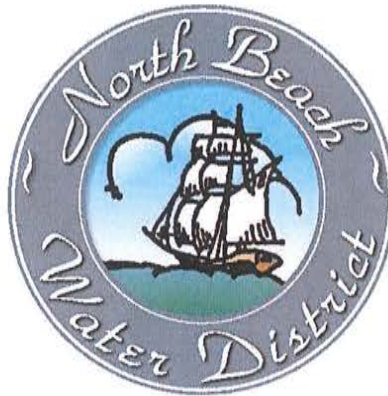


# **NORTH BEACH WATER DISTRICT**

PACIFIC COUNTY

WASHINGTON



## **CONTRACT PROVISIONS**

for

## **WATER SUPPLY AND TREATMENT PROJECT**

**THIS PROJECT IS FUNDED IN PART BY  
DRINKING WATER STATE REVOLVING FUND**

**G&O #13224.02  
DECEMBER 2015**

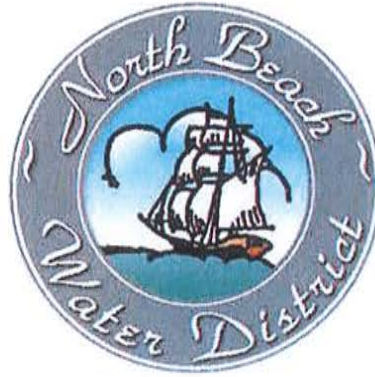


**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

# NORTH BEACH WATER DISTRICT

PACIFIC COUNTY

WASHINGTON



## CONTRACT PROVISIONS

for

## WATER SUPPLY AND TREATMENT PROJECT

THIS PROJECT IS FUNDED IN PART BY  
DRINKING WATER STATE REVOLVING FUND



G&O #13224.02  
DECEMBER 2015



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

PAGE NO.

- Attachment 5 – EPA Form 6100-2-DBE Program Subcontractor Participation Form
- Attachment 6 – EPA Form 6100-3-DBE Program Subcontractor Performance Form
- Attachment 7 – EPA Form 6100-4-DBE Program Subcontractor Utilization Form
- Attachment 8 – Cowlitz Indian Tribe Inadvertent Discovery Language



## CALL FOR BIDS

### NORTH BEACH WATER DISTRICT

#### WATER SUPPLY AND TREATMENT PROJECT ENGINEER'S ESTIMATE: SCHEDULE A: \$1,040,000 SCHEDULE B: \$ 591,000

Sealed Proposals will be received by the undersigned at the North Beach Water District, 25902 Vernon Avenue, Ocean Park, Washington 98640, up to 1:00 p.m.; local time on Thursday, January 14, 2016, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Water Supply and Treatment Project.

##### **Schedule A – South Wellfield Improvements**

Equip three wells with submersible pumps, flow meters, piping, valves, and controls. Install approximately 600 lf of 8-inch-diameter water pipe. Complete site improvements including fencing. Construct a carbon filter treatment system including chemical feed systems. Modify an existing building including HVAC improvements. Complete electrical, telemetry, and control modifications.

##### **Schedule B – North Wellfield Improvements**

Construct a new backwash basin. Complete site piping improvements. Complete site improvements including fencing. Relocate existing filters in an existing building. Install a new chemical feed system. Modify an existing building including HVAC improvements. Complete electrical, telemetry, and control modifications.

The Work shall be substantially complete within 140 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the North Beach Water District, Ocean Park, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Contract Provisions. All Proposals must be accompanied by a certified check, cashiers check, money order, or bid bond payable to the "North Beach Water District" and in an amount of not less than five percent (5%) of the total amount bid.

Contract Provisions and Contract Plans may be *examined* at the office of the North Beach Water District, local plan centers in the project area, or the office of the Project Engineer, Gray & Osborne, Inc. Licensed Contractors and Material Suppliers may obtain a copy of the Contract Provisions and Contract Plans, free of charge, in electronic format (PDF on compact disk(s)) along with registration as a planholder *only* at the *Seattle* office of the Project Engineer, Gray & Osborne, Inc., 701 Dexter Avenue North, Suite

200, Seattle, WA 98109, (206) 284-0860. Request for Contract Provisions and Plans may be faxed ((206) 283-3206) or emailed ([grayosborne@g-o.com](mailto:grayosborne@g-o.com)). Request must include company name, physical address, phone and fax numbers, and email address. Registration as a planholder **is required** to obtain Contract Addenda. Contract questions shall be directed only to the office of the Project Engineer.

A prebid conference is scheduled for Wednesday, December 16, 2015. The conference will begin at the North Beach Water District office 25902 Vernon Avenue, Ocean Park, Washington at 11:00 a.m. (local time). Any other site visits shall be limited to 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be coordinated through Mr. Bill Neal, of the North Beach Water District, by calling (360) 665-4144, at least 24 hours in advance of the visit. No unauthorized visits or unscheduled visits will be allowed.

All Work on this Project will be subject to the higher of the prevailing state or federal wage rates.

The North Beach Water District is an Equal Opportunity and Affirmative Action Employer. Small, Minority and Women-owned firms are encouraged to submit bids.

Financing of the Project has been provided by North Beach Water District, Washington and Drinking Water State Revolving Fund Program with federal funds from the Environmental Protection Agency. All Contractors and subcontractors must comply with the DWSRF program requirements and provisions. The North Beach Water District expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the North Beach Water District.

(Signed)

**BILL NEAL**  
**DISTRICT MANAGER**

**PART 1**  
**BID DOCUMENTS**

## **BIDDER'S CHECKLIST**

### **1. REQUIRED FORMS**

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-11)
- b. Bid Deposit or Proposal Bond (PB-1)
- c. Attachment 3 Certification of Nonsegregated Facilities
- d. Attachment 6 EPA Form 6100-3-DBE Program Subcontractor Performance Form
- e. Attachment 7 EPA Form 6100-4-DBE Program Subcontractor Utilization Form
- f. Bidder's List (BL-1)

### **2. AGREEMENT FORMS**

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance
- e. Certificate of Builder's Risk Insurance



# WATER SUPPLY AND TREATMENT PROJECT

## PROPOSAL

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

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a certified check, bank draft, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the amount bid.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

**The undersigned agrees that the Owner reserves the right to Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of Award of the Contract which Additives, if any, will be included in the Contract.**

**PROPOSAL - Continued**

**SCHEDULE A: SOUTH WELLFIELD IMPROVEMENTS**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization and Demobilization	1 LS	\$ <u>80,000.00</u>	\$ <u>80,000.00</u>
2.	Minor Changes	1 CALC	\$10,000.00	\$10,000.00
3.	Locate Existing Utilities	1 LS	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
4.	Trench Excavation Safety Systems	1 LS	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
5.	Sitework	1 LS	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
6.	Special Excavation of Unsuitable Materials	20 CY	\$ <u>20.00</u>	\$ <u>400.00</u>
7.	Erosion Control	1 LS	\$ <u>16,000.00</u>	\$ <u>16,000.00</u>
8.	Foundation Gravel	25 CY	\$ <u>75.00</u>	\$ <u>1,875.00</u>
9.	Gravel Borrow	100 TN	\$ <u>36.00</u>	\$ <u>3,600.00</u>
10.	Crushed Surfacing, Top Course	100 TN	\$ <u>45.00</u>	\$ <u>4,500.00</u>
11.	Crushed Surfacing, Base Course	300 TN	\$ <u>20.00</u>	\$ <u>6,000.00</u>
12.	Bank Run Gravel	110 TN	\$ <u>29.00</u>	\$ <u>3,190.00</u>
13.	Quarry Spalls	10 TN	\$ <u>80.00</u>	\$ <u>800.00</u>
14.	Restoration	1 LS	\$ <u>7,500.00</u>	\$ <u>7,500.00</u>
15.	Reinforced Concrete Slab	1 LS	\$ <u>14,000.00</u>	\$ <u>14,000.00</u>
16.	Treatment Building Modifications	1 LS	\$ <u>97,000.00</u>	\$ <u>97,000.00</u>
17.	Wiegardt Well No. 1 Pump	1 LS	\$ <u>15,500.00</u>	\$ <u>15,500.00</u>
18.	Wiegardt Well No. 2 Pump	1 LS	\$ <u>15,500.00</u>	\$ <u>15,500.00</u>
19.	Wiegardt Well No. 3 Pump	1 LS	\$ <u>15,500.00</u>	\$ <u>15,500.00</u>

**PROPOSAL - Continued**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
20.	Carbon Filter Treatment System	1 LS	\$ <u>400,000.00</u>	\$ <u>400,000.00</u>
21.	Ferric Chloride Feed System	1 LS	\$ <u>36,500.00</u>	\$ <u>36,500.00</u>
22.	Potassium Permanganate Feed System	1 LS	\$ <u>19,000.00</u>	\$ <u>19,000.00</u>
23.	Piping, Valves and Appurtenances	1 LS	\$ <u>275,000.00</u>	\$ <u>275,000.00</u>
24.	Electrical, Telemetry, and Instrumentation	1 LS	\$ <u>224,000.00</u>	\$ <u>224,000.00</u>
Subtotal (Schedule A): .....			\$ <u>1,257,865.00</u>	
Washington State Sales Tax (7.8%): .....			\$ <u>98,113.47</u>	
TOTAL CONSTRUCTION COST (SCHEDULE A): .....			\$ <u>1,355,978.47</u>	

**PROPOSAL - Continued**

**SCHEDULE B: NORTH WELLFIELD IMPROVEMENTS**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization and Demobilization	1 LS	\$ <u>70,000.00</u>	\$ <u>70,000.00</u>
2.	Minor Changes	1 CALC	\$5,000.00	\$5,000.00
3.	Locate Existing Utilities	1 LS	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
4.	Trench Excavation Safety Systems	1 LS	\$ <u>500.00</u>	\$ <u>500.00</u>
5.	Sitework	1 LS	\$ <u>8,200.00</u>	\$ <u>8,200.00</u>
6.	Special Excavation of Unsuitable Materials	20 CY	\$ <u>20.00</u>	\$ <u>400.00</u>
7.	Erosion Control	1 LS	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
8.	Foundation Gravel	15 CY	\$ <u>50.00</u>	\$ <u>750.00</u>
9.	Gravel Borrow	100 TN	\$ <u>36.00</u>	\$ <u>3,600.00</u>
10.	Crushed Surfacing, Top Course	30 TN	\$ <u>60.00</u>	\$ <u>1,800.00</u>
11.	Crushed Surfacing, Base Course	50 TN	\$ <u>45.00</u>	\$ <u>2,250.00</u>
12.	Bank Run Gravel	100 TN	\$ <u>29.00</u>	\$ <u>2,900.00</u>
13.	Quarry Spalls	10 TN	\$ <u>80.00</u>	\$ <u>800.00</u>
14.	HMA Repair	20 TN	\$ <u>120.00</u>	\$ <u>2,400.00</u>
15.	Restoration	1 LS	\$ <u>75,000.00</u>	\$ <u>75,000.00</u>
16.	Treatment Building Modifications	1 LS	\$ <u>92,000.00</u>	\$ <u>92,000.00</u>
17.	Potassium Permanganate Feed System	1 LS	\$ <u>17,000.00</u>	\$ <u>17,000.00</u>
18.	Piping, Valves and Appurtenances	1 LS	\$ <u>132,000.00</u>	\$ <u>132,000.00</u>



**PROPOSAL - Continued**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	Electrical, Telemetry, and Instrumentation	1 LS	\$ <u>336,000.00</u>	\$ <u>336,000.00</u>
Subtotal (Schedule B):.....				\$ <u>762,600.00</u>
Washington State Sales Tax (7.8%):.....				\$ <u>59,482.80</u>
TOTAL CONSTRUCTION COST (SCHEDULE B): .....				\$ <u>822,082.80</u>

**ADDITIVE ITEM:**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Bathroom and Lab	1 LS	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
Subtotal (Additive):.....				\$ <u>30,000.00</u>
Washington State Sales Tax (7.8%):.....				\$ <u>2,340.00</u>
TOTAL CONSTRUCTION COST (ADDITIVE): .....				\$ <u>32,340.00</u>

**BID SUMMARY**

1.	TOTAL CONSTRUCTION COST (SCHEDULE A forwarded from page P-3):.....	\$ <u>1,355,978.47</u>
2.	TOTAL CONSTRUCTION COST (SCHEDULE B forwarded from page above): .....	\$ <u>822,082.80</u>
3.	TOTAL CONSTRUCTION COST (ADDITIVE forwarded from page above): .....	\$ <u>32,340.00</u>
4.	TOTAL CONSTRUCTION COST (SCHEDULES A, B, AND ADDITIVE) .....	\$ <u>2,210,401.27</u>

**Note: A bid must be received on all items.**



**PROPOSAL - Continued**

**ALTERNATES TO BID ITEMS**

Bidders shall use this page to submit proposals on any alternate types of equipment or materials that bidders recommend the Owner consider using. Contract Award will be made on the basis of equipment and materials that are specified. After Award, the Owner may consider any proposal alternates that, in the opinion of the Owner, will be equivalent to or better than the item specified and/or used as the basis of contract Award. The Owner shall have complete discretion on whether to use any alternates, and the Owner's decision shall not be subject to challenge.

BASE BID:

Alternate to Bid Item No.	Schedule	Item	Manufacturer	Amount Bid

ADDITIVE ITEM:

Alternate to Bid Item No.	Item	Manufacturer	Amount Bid

**PROPOSAL - Continued**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Firm: Rogolins, Inc.

Address: 321 W State St. Aberdeen WA 98520

Telephone No. (360)532-5220 Fax No. (360)532-5761

Contact Person for this Project: Craig Espedel

E-mail: Craig@rogolins.com

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

54 years

Gross dollar amount of work currently under contract: \$54,813,288

Gross dollar amount of contracts currently not completed: \$8,614,759

General character of work performed by firm: Please See Attached

List of five 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
Cushman Hatcheries	\$13,597,000	City of Tacoma	253-502-8103	
Solids Dewatering	\$2,771,232	City of Tacoma	253-502-8103	
Pacific Beach / Glocks WASTP	\$2,510,000	Grays Harbor County	360-249-4222	
Willapa Regional WASTP	\$19,635,557	Cities of Raymond + South Bend	360-942-4167	Gray + Osborne
WASTP Phase 2 Improvements	\$2,316,957	City of Westport	360-268-0311	Gray + Osborne



321 WEST STATE STREET  
P.O. BOX 307  
ABERDEEN, WA 98520-0078  
PHONE (360) 532-5220  
FAX (360) 532-5761

## **OUR AREAS OF EXPERTISE**

### **Commercial**

From the construction of Aberdeen High School to the Ocean Shores Convention Center, we specialize in high quality, well managed construction of commercial buildings. We have many years of experience in public works buildings such as schools, libraries, the Grays Harbor YMCA, office buildings and fire stations. We also have a large client base in the private sector including hospitals, warehouses and office buildings.

### **Roads and Bridges**

Rognlin's Inc. has been involved in many road and bridge construction projects throughout the area over the last 30 years. We have many different crafts and experienced employees at all levels which enable us to self perform most aspects of any project. We have built relationships with many public agencies over the years including Grays Harbor County, Washington State Department of Transportation and Washington State Parks and Recreation Commission.

### **Earthwork**

As a local leader with decades of experience, Rognlin's, Inc. has established a reputation for providing quality earthwork services on time and within budget. Rognlin's, Inc. project experience consist of large scale site packages such as Home Depot, resort site developments such as Seabrook, waste water storage lagoons, such as Salish Cliffs Irrigation Project and jetty rehabilitation, such as the Westport, Ocean Shores and LaPush jetties.

### **Utilities**

For over 30 years municipalities, industry and private entities have counted on Rognlin's, Inc. to handle their utility construction and replacement projects. Our experience includes both large and small, public and private projects including; water and sewer treatment facilities, pump stations, water storage tanks, distribution piping systems, storm water management systems, and power and communications infrastructure. Rognlin's has the experience required and the equipment on hand to meet your needs.

### **Industrial**

Over the past 40 years Rognlin's, Inc. has made a name for itself with industrial companies including Simpson Timber, Simpson Kraft, Weyerhaeuser, Port Townsend Paper and public works entities such as Port of Grays Harbor, City of Aberdeen and Grays Harbor County. Our employees are experienced in machinery repair and mill maintenance allowing them to get projects done on time, safely and within budget.



**PROPOSAL - Continued**

List five 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:

160 Excavator, 85 Excavator, Loader Forklift +  
Grader - All owned by Fogalins Inc.

Bank Reference: Bank of the Pacific (360) 533-8870

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Please See Attached

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

Craig Espedel 8 years

Have you changed bonding companies within the last three years?

No

If so, why?

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project?

No

Identify the proceeding and parties and describe the claims asserted by all parties.

What was the disposition of the case?

Do you have any outstanding payments due to the Department of Revenue?

No

If yes, explain.

Bidder agrees that the Owner shall have the right to obtain credit reports.

✓  
Yes

        
No



321 WEST STATE STREET  
P.O. BOX 307  
ABERDEEN, WA 98520-0078  
PHONE (360) 532-5220  
FAX (360) 532-5761

Rognlin's Inc. has 14 responsible employees in supervisory positions. Their names and years of experience are listed below.

Rognlin's, Inc. Key Individuals

Construction Experience

Randy Rognlin	39 Years
Floyd Plemmons	38 Years
Dave McAllister	38 Years
Brian Rockey	30 Years
Brian Thompson	27 Years
John Villalonga	27 Years
Dejay Williamson	24 Years
Dan Smith	21 Years
Kirk Hollatz (Safety Manager)	16 Years
Nick Rognlin	16 Years
Bryce Aguillard	16 Years
Dustin Johnson	15 Years
Andy Rudy	14 Years
Craig Espedal	8 Years

\*Individual resumes available upon request



**PROPOSAL - Continued**

**WORK COMPLETED BY CONTRACTOR**

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
Building modifications	\$ 70,000.00
Mechanical equipment/piping	\$ 630,000.00
Site piping/pumps	\$ 140,000.00
Site work	\$ 55,000.00

**PROPOSED SUBCONTRACTORS** (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the three categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
Heating, Ventilation and Air Conditioning	Capital Heating and Cooling CAPITHC 948N3
Plumbing	JP Plumbing Co Inc. JPPLUCX 107DF
Electrical	Northeast Electric LLC NORTHEL 95704

**PROPOSAL - Continued**

**ADDENDA RECEIVED**

Addendum No.	Date Received	Name of Recipient
#1	12/23/15	Nicole Stevens
#2	1/08/16	Nicole Stevens
#3	1/12/16	Nicole Stevens

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

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 140 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 150 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

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 2116583-01 ;  
Dept. of Licensing Contractor's Registration No. is REGNL\*\*342LF ;  
Unified Business Identifier Number is 141005883 ;  
Excise Tax Registration Number is C-141-005-883 ; and  
Employment Security Account Number is 000245143 00 0 .

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in

**PROPOSAL - Continued**

any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.

2. That by signing the signature page of this Bid, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Very truly yours,

Rogalin's Inc.  
Print Company Name

By: Randy Rogalin  
Print Name

Randy Rogalin  
Sign Name

President  
Title

January 14, 2016  
Date

Amount of bid deposit: \$ N/A Check No. N/A,

or bid bond in the amount of \$ 5% of Bid

\_\_\_\_\_, issued through Liberty Mutual Insurance Company  
Name of Bank/Bonding Company

located at 1001 4th Ave. Suite 1300 Seattle WA 98154  
Mailing Address

c/o Karen Swanson (253) 761-3220  
Telephone Number of Bank/Bonding Company



## PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Rognlin's, Inc.

of Aberdeen, WA as principal, and the Liberty Mutual Insurance Company

a corporation duly organized under the laws of the state of Massachusetts,  
and authorized to do business in the State of  
Washington, as surety, are held and firmly bound unto the **NORTH BEACH WATER  
DISTRICT** in the full and penal sum of five percent of the total amount of the bid proposal of  
said principal for the work hereinafter described, for the payment of which, well and truly to be  
made, we bind our heirs, executors, administrators and assigns, and successors and assigns,  
firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith  
submitting his or its sealed proposal for the following construction project, to wit:

### WATER SUPPLY AND TREATMENT PROJECT

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the  
contract be awarded to said principal, and if said principal shall duly make and enter into and  
execute said Contract and shall furnish bond as required by the **NORTH BEACH WATER  
DISTRICT** within a period of 10 days from and after said award, exclusive of the day of such  
award, then this obligation shall be null and void, otherwise it shall remain and be in full force  
and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 14 day of January, 2016.



Rognlin's, Inc.

Randy Rognlin  
(Principal) President

Liberty Mutual Insurance Company

(Surety)

Karen C. Swanson  
(Attorney-in-fact)

Karen C. Swanson, Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7178648

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Annelies M. Richie; Barbara A. Johnson; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Diane M. Harding; Eric A. Zimmerman; James B. Binder; Jamie Diemer; Jennifer L. Snyder; Jon J. Oja; Julie R. Truitt; Karen C. Swanson; Kristine A. Lawrence; Lisa M. Anderson; Mitchell R. Sme; Peggy A. Firth; Peter J. Comfort

all of the city of Tacoma, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 13th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14 day of January, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



### ATTACHMENT 3

## CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Randy Regan                      1/14/16  
Signature                                      Date

Randy Regan, President  
Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

# Attachment 6

## EPA Form 6100-3-DBE Program Subcontractor Performance Form



OMB Control No: 2080-0030  
Approved: 8/15/2013  
Approval Expires: 8/31/2015

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <b>THE BAG LADY, INC.</b>		Project Name <b>WATER SUPPLY AND TREATMENT - NORTH BEACH</b>	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <b>STEVEN R. GARLAND</b>	
Address <b>11124 VALLEY AVE. E. PUYALLUP, WA 98372</b>		Email Address <b>BAGLADY.STEVE@COMCAST.NET</b>	
Telephone No. <b>253-770-8606</b>		Issuing/Funding Entity	
Prime Contractor Name <b>ROGNLINS, INC.</b>			

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	SUPPLY AND INSTALL BLACK SILT FENCE, WITH 2"x4"x14GA. WELDED WIRE MESH BACKING, ON 6" METAL T-POSTS- LT. WEIGHT (.95 LB/FT) 6' ON CENTER, WITH NATIVE BACKFILL, LF	\$7,306.30
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> Other: <b>OMWBE</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown		

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.104-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.102.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



OMB Control No: 2080-0030  
Approved: 8/13/2013  
Approval Expires: 8/13/2015

Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Randy Rosen</i>	Randy Rosen
Title	Date
President	1/14/16

Subcontractor Signature	Print Name
<i>Steve Garland</i>	STEVEN R. GARLAND
Title	Date
SR. PROJECT ESTIMATOR	1/14/16

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



# ATTACHMENT 7

## EPA FORM 6100-4-DBE PROGRAM SUBCONTRACTOR UTILIZATION FORM



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <u>Roenlin's, Inc.</u>		Project Name <u>Water Supply &amp; Treatment</u>
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <u>Craig Espedal</u>
Address <u>321 W. State St. Aberdeen WA 98520</u>		
Telephone No. <u>(360) 532-5220</u>	Email Address <u>Craig@roenlins.com</u>	
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<u>The Bag Lady, Inc.</u>	<u>11124 Valley Ave. E. Puyallup WA 98372 baglady.steve@comcast.net</u>	<u>\$7,300<sup>30</sup></u>	<u>Yes</u>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b> 	<b>Print Name</b> Randy Regan
<b>Title</b> President	<b>Date</b> 1/14/14

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



## BIDDERS LIST

Per the Drinking Water State Revolving Fund Provisions and 40 CFR Part 33 Part 33.501, all bidders shall complete the form below with the requested information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) for this project. The Bidders list shall be submitted with the bid proposal.

[illegible]

## BIDDERS LIST

### North Beach Water District - Water Supply & Treatment

Name and Point of Contact	Mailing Address	Phone Number	Email Address	Item of Work Quoted	MBE/WBE? (Y/N)
Betschart Electric Evie Dassow	500 Cherry Street SE Olympia, WA 98501	360.943.4545	<a href="mailto:Evie@BetschartElectric.com">Evie@BetschartElectric.com</a>	Electrical	N
RC Building Specialties Michelle Chesire	10940 SW Barnes Rd Portland, OR 97225	503.568.6431	<a href="mailto:michelle@rcbspecialties.com">michelle@rcbspecialties.com</a>	Fire Extinguishers	Y
PumpTech, Inc. Jim Joyce	321 S. Sequoia Pkwy Canby, OR 97013	503.659.6230	<a href="mailto:jjoyce@pumptechnw.com">jjoyce@pumptechnw.com</a>	900 gal FRD Contact Tank	N
KGS Northwest, LLC Torry Estes	12509 Bel Red Road Bellevue, WA 98005	425.451.0667	<a href="mailto:torry@kgsnorthwest.com">torry@kgsnorthwest.com</a>	Butterfly Valves & Globe Style Check Valves	N
Accurate Door David Parker	17861 Georgetown Lane Huntington Beach, CA	714.842.0299	<a href="mailto:sales@ddh.net">sales@ddh.net</a>	Hollow Metal Frames & Doors	N
Fine Painting Ryan Copple	9620 NE Colfax St. Portland, OR 97220	503.286.5328	<a href="mailto:ryancopple@fine-or.com">ryancopple@fine-or.com</a>	Schedule A - Items 16 & 23 Schedule B - Items 16 & 18	N
Hamer Electric, Inc. Greg Carroll	126 Industrial Way Longview, WA 98632	360.636.2227	<a href="mailto:gregcarroll.gc@gmail.com">gregcarroll.gc@gmail.com</a>	Electrical	N
George Goddard, Inc. Luke Miller	51 Pine Street #307 Edmonds, WA 98020	425.823.8070	<a href="mailto:luke@goddardcompany.com">luke@goddardcompany.com</a>	Laboratory Casework	N
Northeast Electric Barri Halberg	7004 Green Mountain Rd Woodland, WA 98674	360.225.7004	<a href="mailto:barrih@nellc.net">barrih@nellc.net</a>	Electrical	N
Correct Equipment Dean Brown		425.869.1233		Sections 11240, 11241 & 13426	N
TMG Services Robert Jimenez	3216 E. Portland Ave. Tacoma, WA 98404	253.779.4160	<a href="mailto:tmginc@tmgservices.net">tmginc@tmgservices.net</a>	Sections 11240 & 11241	N
CalgonCarbon Benjamin Geocke	3000 GSK Drive Moon Township, PA	425.286.0754	<a href="mailto:bgoecke@calgoncarbon.com">bgoecke@calgoncarbon.com</a>	Carbon Filter Treatment System	N
Sparrow Fence LLC Lee Pohlman	1424 Maple Drive Enumclaw, WA 98022	253.348.5198	<a href="mailto:leesparrowfence@gmail.com">leesparrowfence@gmail.com</a>	Fencing & Gates	N
Interstate Fence Co. Vancouver, WA 98686	11026 NE St. Johns Rd. Vancouver, WA 98686	360.882.9242		Fencing & Gates	N
Olympic Interiors Dan Donohue	815 S. 336th St Federal Way, WA	253.926.5526		GWB	N
Insulation 4 Less, Inc. Henry Soto	12302 47th Ave E Tacoma, WA 98446	253.426.7212	<a href="mailto:insulation4less@aol.com">insulation4less@aol.com</a>	Ceiling R38 Kraft Batts & Ext. Walls R19 Kraft Batts	N
Naselle Rock Naselle, WA 98638	PO Box 5 Naselle, WA 98638	360.484.3443		CSTC, CSBC, Gravel Borrow, Quarry Spalls & HMA	N
A-1 Redi-Mix Keith Wright	PO Box 891 Ilwaco, WA 98624	360.642.3153	<a href="mailto:a1keith@centurytel.net">a1keith@centurytel.net</a>	Concrete & Cement Grout	N
The Bag Lady, Inc. Puyallup, WA 98372	11124 Valley Ave E Puyallup, WA 98372	253.770.8606	<a href="mailto:baglady.steve@comcast.net">baglady.steve@comcast.net</a>	Erosion Control	Y
J.P. Plumbing Co. Jim Jorrester	155 11th Street Astoria, OR 97103	503.325.2830	<a href="mailto:jppco@gestoffice.net">jppco@gestoffice.net</a>	Plumbing	N
Capital Heating Cory Logue	PO Box 3387 Lacey, WA 98509	360.491.7450	<a href="mailto:cory@capitalheatingandcooling.com">cory@capitalheatingandcooling.com</a>	HVAC	N
Star Electric Roy Townsend	913 Polk St Aberdeen, WA 98520	360.532.8980		Electrical	N
Zochert Fence Co. Paul Zochert	8205 SE Gray St. Happy Valley, OR 97086	503.774.4311	<a href="mailto:paulz@zochertfence.com">paulz@zochertfence.com</a>	Fencing & Gates	N
Laboratory Design Brian Johnston	PO Box 728 Wauna, WA 98395	253.858.77835	<a href="mailto:brian@laboratorydesing.net">brian@laboratorydesing.net</a>	Laboratory Casework	Y
Sunset Air Kevin King	5210 Lacey Blvd SE Lacey, WA 98503	360.923.1244	<a href="mailto:rkk@sunsetair.com">rkk@sunsetair.com</a>	Controls	