

**CONTRACT PROVISIONS AND SPECIFICATIONS  
LIMITED PUBLIC WORKS CONTRACT**

**NORTH BEACH WATER DISTRICT  
PO BOX 618  
2212 272 STREET  
OCEAN PARK, WASHINGTON 98640**

**Project Title: -----Wiegardt Wellfield Improvements  
Estimated Cost of Work: -----Less Than \$35,000**

**GENERAL INFORMATION**

1. **INTENT OF LIMITED PUBLIC WORKS CONTRACT** (Contract): Work shall consist of subgrade preparation, grading, providing and placement of crushed subsurface base course rock, and crushed surface top course rock including compaction to specifications at the District's Wiegardt Wellfield located in Ocean Park, Washington 98640. The estimated area to be developed is 9,200 square feet. Contractor will determine the total area to be developed prior to bid.
2. **BID DATE:** Bids must be received by the District not later than: **1:00 p.m. Wednesday July 18, 2018**
3. **BIDDERS RESPONSIBILITY TO DELIVER BID:** It is the Contractor's responsibility to allow enough time for delivery of Bid to occur before the designated time. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted. Incomplete proposals cannot be considered.
4. **RIGHT TO REJECT ALL BIDS:** The District reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of the District. Quotation results and questions pertaining to this project can be obtained by calling William "Bill" Neal, General Manager, at (360) 665-4144.
5. **BID DELIVERY METHOD(S):** For Bids to be valid a completed Proposal Form (included in this package) must be submitted. Proposal Forms must be received by the time and date specified in paragraph 2 and may be submitted by any of the methods listed below.

- a. Bids May be Delivered to: North Beach Water District  
2212 272 Street Ocean Park, Washington 98640
- b. Bids May be Mailed to: North Beach Water District PO  
Box 618 Ocean Park, Washington 98640
- c. Bids May be Emailed to: North Beach Water District  
officemanager@northbeachwater.com
- d. Faxed to 360.665.4641

6. **BONDS AND RETAINAGE.**

- a. Bids less than or equal to \$35,000 including tax: A performance and payment bond and retainage will not be required for this work if the total bid amount including tax is less than or equal to \$35,000. However, the District shall have the right of recovery against the Contractor for any payments made on the Contractor's behalf.
- b. Bids Greater than \$35,000 including tax: if the total bid amount including tax exceeds \$35,000, this project will be awarded as a small works roster contract and bid bond payment and performance bonds and retainage will apply in accordance with Washington State law. A retainage of 5% will then be applicable to this Contract. The Contractor shall obtain a bid bond and payment and performance bonds in accordance with this Contract and all Attachments incorporated herein. Copies of the Performance and Payment Bond form are available from the District.

7. **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** The District will not provide binding oral interpretations to Bidders as the meaning of bid or Contract documents; oral communication is not binding upon The District.

8. **QUESTIONS AND ANSWERS:** All questions and requests for interpretation shall be directed to William "Bill" Neal, by e-mail to [bneal@northbeachwater.com](mailto:bneal@northbeachwater.com) or by phone at 360.244.0068.

9. **PREBID MEETING:** There will be a prebid meeting on **Wednesday July 11, 2018 at 1:00 pm at the District office, 2212 272nd Street.** Bidders are encouraged to attend the prebid meeting that will include a site visit.

10. **ADDENDA:** If the District issues addenda to these instructions, bidders must acknowledge receipt of all addenda on the bid proposal. It is the Bidder's responsibility to ensure that he/she has received all addenda, although the District will make reasonable effort to provide addenda to all plan holders. Addenda will be forwarded to Contractors on the Plan Holder list via email as well as Certified Mail. Failure to sign the acknowledgement of addenda may result in rejection of the bid.
11. **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE, AND SITE CONDITIONS:** Bid submission constitutes acknowledgement, upon which the District may rely, that Bidder thoroughly examined and is familiar with the Contract Provisions and Specifications documents, familiar with all worksites, reviewed and inspected all applicable laws, statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received, and considered all addenda. Failure or neglect of Bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder's offer or to the Contract. No claim for additional compensation will be allowed, which is based upon a lack of knowledge of any Contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed Contract furnished to the successful Contractor results in a binding Contract without further action by either party.
12. **NON-RESPONSIVE BID:** Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by the District and not further considered.
13. **MANDATORY BIDDER CRITERIA:** Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The bidder 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. Have a current Washington Unified Business Identifier (UBI) number.
  - c. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW. Not applicable to sole proprietors when the owner performs all work himself/herself.
  - d. Have a Washington Employment Security Department number (ESD), as required in Title 50 RCW and provide documentation from ESD to the District in the form of a letter or statement from ESD (within 24 hours of submitting bid if lowest responsive and responsible bidder);
  - e. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - f. Not be disqualified from bidding on any public works Contract under RCW 39.06.010 or 39.12.065(3) and;
  - g. Not be excluded or suspended from bidding on any public works Contract under federal laws.
14. **CONDITION OF AWARD:** It is the intent of the District to award a Contract to the lowest responsive and responsible bidder. The North Beach Water District Board of Commissioners reserves the right to reject any or all bids for cause, and to waive minor irregularities in the bidding.
15. **EXECUTION OF CONTRACT:** Within ten (10) calendar days after the award date, the successful Bidder shall return the signed Contract Performance and Public Works Payment Bonds and insurance and other certificates and documents as required.
16. **FAILURE TO EXECUTE CONTRACT:** Upon failure to return the Performance and Public Works Payment Bonds and required insurance and other certificates and documents with the signed Contract, as required, the District may then award

the Contract to the second lowest responsive and responsible Bidder or reject all remaining bids.

17. **NOTICE TO PROCEED:** A written Notice to Proceed will be issued to the Contractor by the District or Engineer after the Contract has been executed by the Contractor and the District, and the Performance and Public Works Payment Bonds and required insurance and other certificates and documents are approved by the District and, when applicable by State or Federal agencies responsible for funding any portion of the project. The Contract Time allowed for the Substantial Completion of the Work and Physical Completion of the Work shall begin on the first Business Day following the 10th calendar day after issuance of the written "Notice to Proceed" or the first day the Contractor begins to perform Work on site, whichever is first. The Contractor shall not commence Work until the Notice to Proceed has been issued.
18. **SCHEDULE:** 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 30 Business Days (The Substantial Completion Date) and to physically complete the Work required under this Contract within 40 Business Days (The Physical Completion Date) from when the Contract Time begins.
19. **PAYMENT:** Invoices can be submitted after work is performed. Payment is made when the Contractor has filed his/her "Intent to Pay Prevailing Wages" with the Washington State Department of Labor and Industries. Final payment is made when the Contractor has filed his/her "Affidavit of Paying Prevailing Wages".
20. **LIQUIDATED DAMAGES:** The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$150.00 per calendar day for each day beyond the Contract Time allowed for Substantial Completion until Substantial Completion Date is achieved and \$100.00 for each calendar day beyond the Contract Time allowed for Physical Completion Date is achieved.
21. **PUBLIC WORKS PROJECT AND PREVAILING WAGE RATES:** This work is considered a public work project as defined in RCW 39.12, and therefore, subject to state prevailing

wage rates as set forth by the Washington Department of Labor and Industries. Bidders are advised to consider this charge when computing bids. If awarded the project, the Contractor and each sub-Contractor shall complete or have on file with the District a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of each project, before final payment is authorized. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:  
<http://www.lni.wa.gov/TradesLicensing/PrevWage>.

22. **INSURANCE:** Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the District.
- a. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket Contractual liability and broad form property damage.
  - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
  - c. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the District authorizes sublet work, the Contractor shall require each Sub-Contractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.
  - d. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the District. No cancellation

provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

- e. Upon written request by the District, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- f. Prior to the Contractor performing any Work, Contractor shall provide the District with a Certificate of Insurance acceptable to the District's Attorney evidencing the above-required insurance and naming the District, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. The District shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the District of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirement. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:
  - g. With respect to all Liability Policies, Certificate of Insurance must state under "Description":
  - h. The District, its elected officials, and employees are named as additional insureds.

23. **DEFINITIONS:**

- a. **ACCEPTANCE:** The formal action by District or District's governing body as provided in RCW 39.08 and RCW 60.28.
- b. **ADDITIVE:** A supplemental unit of work or group of bid items, identified separately in the Proposal, which may, at the discretion of the District, be awarded in addition to the base bid.

- c. **ALTERNATE:** One of two or more units of work or groups of bid items, identified separately in the Proposal, from which the District may make a choice between different methods or material of construction for performing the same work.
- d. **AS BUILT DRAWING:** Are drawings prepared by the contractor. They show, in red ink, on-site changes to the original construction or manufacturer's suggested construction documents
- e. **AWARD:** The formal decision of the District or the District's governing body awarding the Contract to the lowest or most favorable responsible and responsive Bidder for the work.
- f. **BUSINESS DAY:** Is any day from Monday through Friday, except Washington State recognized Holidays.
- g. **CONTRACT:** the written agreement between the District and the Contractor. The Contract describes, among other things, what work will be done, and by when; and who will provide labor and materials; and how the Contractor will be paid. The Contract includes the Agreement or Contract, Bidders completed Proposal form all required certificates and affidavits, Performance Bond and Public Works Payment Bond, Contract Provisions and Specifications, Contract Plans, Standard Plans, and all Addenda and Change Orders executed pursuant to the provisions of the Contract.
- h. **CONTRACT BOND:** the approved security furnished by the Contractor and the Contractors Surety as required by the Contract that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.
- i. **CONTRACT TIME:** The period of time established by the terms and conditions of the Contract within which the Work shall be complete.
- j. **SUBSTANTIAL COMPLETION DATE** is the day the District has full and unrestricted use and benefit of the Work, from both an operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only incidental work or site



clean-up, remains for physical completion of the total Work.

- k. **PHYSICAL COMPLETION DATE** is the day that all of the Work required by the Contract is physically completed and the District has received from the Contractor all required record drawings, operation and maintenance manuals, manufactures' affidavits, and software and programing.
- l. **FINAL ACCEPTANCE DATE** is the date on which the District accepts the Work as complete.
- m. **NOTICE TO PROCEED:** The written notice from the District or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins.

## **GENERAL PROVISIONS**

These general provisions are hereby a part of the conditions agreed to by the Contractor upon Bid.

1. **INTENT OF THE CONTRACT:** The intent of the Contract is to describe a functionally complete project to be constructed in accordance with the Contract. The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, supplies, and other things required expressly by, or reasonably implied from, the Contract, to complete all Work. Omissions from the Contract of details of Work which are necessary to carry out the intent of the Contract, or which are customarily performed, shall not relieve the Contractor from performing the complete Work called for by the Contract. The unit or bid prices shall be full payment for everything required to complete the Work, including but not limited to labor, supervision, materials, equipment, jobsite and home office overhead and profit.
2. **COORDINATION OF THE CONTRACT:** The Contract Plans and Contract Provision and Specifications for the Work shall be considered as a whole, and anything shown or called for in one or omitted in any other is as binding as if called for or shown on both. Figure dimensions shall, in all cases, be used in preference to scale dimensions. Any inconsistency in parts of the Contract shall be resolved by the following order of precedence (e.g. a presiding over b through g, b presiding over c through g, etc.):
  - a. Addenda;
  - b. The Contract and Proposal Form;
  - c. Specifications;
  - d. Supplementary General Conditions (including conditions supplied by federal or state agencies on projects funded, in whole or part, by such agencies. In the event of a conflict in various form of the General Conditions, those conditions affording the greatest benefit or protection to the District shall govern.);
  - e. General Conditions;

- f. Technical Specifications;
  - g. Contract Plans.
3. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign this Contract or any part of this Contract or the funds to be received under this Contract unless such assignment is approved by the District and the Contractor's Performance and Public Works Payment Bond surety prior to the execution or effectiveness if the assignment.
  4. **ORAL AGREEMENTS:** No oral agreement or conversation with any officer, agent, or employee of the District, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the District, unless subsequently put in writing and signed by the District.
  5. **APPLICABLE LAW AND FORUM:** Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Pacific County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
  6. **SAFETY MEASURES:**
    - a. All work under this Contract shall be performed in a safe manner. Contractor and all sub-Contractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.
    - b. The Contractor shall protect all private and public utilities from damage. Utilities include, among others: telephone facilities, cable television and internet facilities, electric power facilities, gas facilities, sanitary sewer/septic facilities, storm

water facilities, potable water facilities, street lighting and traffic signal and signing systems and related equipment.

- c. The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the Work site when they are no longer necessary. Upon completion of the Work and before final acceptance, the Work site shall be cleared of all equipment, unused materials, and rubbish and the Work site shall be restored per Contract specifications and be left in clean and neat condition.
  - d. Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards, in accordance with applicable safety regulations.
7. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold the District harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
8. **LICENSES AND PERMITS:** Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractors awarded a Small Works Contract are responsible for compliance with Washington State Business License regulations.
9. **TERMINATION FOR BREACH AND/OR DEFAULT:** The District shall be entitled by written notice, to cancel and/or terminate this Contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractor's breach, as provided by law.

- a. *Breach*: A breach of a term or condition of the Contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the Contract; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the Contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in the District's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the District's sole opinion, renders the Contractor unable to perform any aspect of the Contract.
- b. *Default*: A Contractor may be declared in default for failing to perform a Contractual requirement or for a material breach of any term or condition.
- c. *Opportunity to Cure Default*: In the event that Contractor fails to perform a Contractual requirement or materially breaches any term or condition, the District may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. The District is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the District. The District may terminate the Contract for nonperformance, breach, or default without allowing the opportunity to cure by the Contractor.
- d. *Remedies for Cure of Default*: In summary, if the nonperformance, breach or default remains after Contractor has been provided the opportunity to

cure, the District may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this Contract and any related Contracts or portions thereof; (3) impose liquidated damages; (4) suspend Contractor from receiving future invitations to bid. The District may procure the articles or services from other sources and hold the Bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

10. **TERMINATION FOR CONVENIENCE:** In summary, the District may terminate this Contract, in whole or in part, at any time by written notice to the Contractor.

11. **CLAIMS AND DISPUTE RESOLUTION:** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A Claim may also include other disputes and matters in question between the District and Contractor arising out of or related to the Contract. All claims must be made in writing. The responsibility to substantiate Claims shall rest with the party making the Claim. A notice of a potential or future Claim does not constitute a Claim. Any Claims of the Contractor against the District for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the Contract. No act, omissions, or knowledge, actual or constructive, of the District shall in any way be deemed a waiver of the requirement for timely written notice and a timely written Claim unless the District provides the Contractor with an explicit, unequivocal written waiver.

12. **CLAIMS:**

a. All Claims by the Contractor must be addressed to:  
North Beach Water District's General Manager, PO Box  
618 Ocean Park, WA 98640.

b. All Claims by the District must be addressed to the Contractor to the address for notices identified in the Contract.

- c. Contractor shall submit in writing to the District all Claims within seven (7) days of the event giving rise to the Claim. Written Claim must specify the conditions and requested relief. The District shall consider such Claim and shall meet with the Contractor to confer and attempt to resolve the Claim.
  - d. Contractor shall diligently carry on the Work and maintain the Contractor's Construction Schedule during any dispute resolution proceedings, unless otherwise agreed by it and the District in writing.
- 13. **Mediation:** If the Claim is not resolved in the process provided immediately above, neither the Contractor nor any Sub-Contractor or Supplier of any tier may bring a claim against the District in litigation unless the Claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the District and Contractor.
- 14. **Litigation:** Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered as provided above. All unresolved Claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) 120 days after the day of Substantial Completion designed in writing by the District (provided that a mediation session has occurred as provided above); or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the District.
- 15. **LIQUIDATED DAMAGES:**
  - a. The Contractor and the District will suffer monetary damages in the event of an unexcused delay in the Substantial Completion Date and the Physical Completion Date of the Work. If the Contractor fails, without excuse under the Contract, to complete the Work within the Contract Time, or any proper extension thereof granted by the District, the Contractor agrees to pay to the District the amount specified in the Proposal Form, not as a penalty, but as liquidated damages for such breach

of the Contract, for each day that the Contractor shall be in default after the time stipulated for the Substantial Completion Date and the Physical Completion Date.

- b. The amount of liquidated damages is fixed and agreed upon by and between the Contractor and the District because of the impracticality and extreme difficulty fixing and ascertaining the actual damages the District would in such event sustain, and said amount is specifically agreed to be a reasonable approximation of damages that the District would sustain as a result of an unexcused delay in the Substantial Completion Date and the Physical Completion Date; said amount may be retained from time to time by the District from current progress payments or from retainage at Contract close out.

16. **INDEMNIFICATION:** The Contractor agrees to defend, indemnify and save harmless the District, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the District, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the District, its appointed or elected officials or employees. It is further provided that no liability shall attach to the District by reason of entering into this Contract, except as expressly provided herein.

17. **HOLD HARMLESS:** The Contractor shall hold the District and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the Contract, or on account of any unpaid wages or other



remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the District, the Contractor shall pay the same.

18. **COMMUNICATION OF HAZARDS TO EMPLOYEES:** Contractor will be responsible for compliance with all requirements of WAC 296-62-07621 and WAC 296-800-170 regarding use of hazardous materials.
19. **MUTUAL RESPONSIBILITY OF CONTRACTOR:** If, through acts of neglect on the part of the Contractor, any other Contractor or any sub-Contractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor(s) or sub-Contractor(s) by agreement or arbitration if such other Contractor(s) or sub-Contractor(s) will so settle. If such other Contractor(s) or sub-Contractor(s) shall assert any claim against the District account of any damage alleged to have been sustained, the District shall notify Contractor, who shall indemnify and save harmless the District against any such claim.

## **DESCRIPTION OF SERVICES**

1. **SCOPE OF WORK:** The District is interested in obtaining the services of a Contractor specializing site preparation and road construction at it Wiegardt Wellfield located in Ocean Park, Washington 98640. The work will include subgrade preparation, placing, grading and compacting base course crushed rock and placing grading and compacting top course rock at all three wells sites and the well sites. The road and well site pads will must be completed so as to accept vehicle traffic for inspection and maintenance of infrastructure. The finished will be able to support Heavy Duty class vehicles in the Federal Highways Administration class 7-8 vehicle class.
2. **ANTICIPATED WORK:** Anticipated Work may cover, but not be limited to:
  - a. Installing erosion control measures.
  - b. Locating existing utilities.
  - c. Mobilize personnel, equipment and materials to the job site.
  - d. Grading and subgrade preparation.
  - e. Placement, grading and compaction of crushed base course rock (thickness varies).
  - f. Placement, grading and compaction of crushed top course rock (2-inch thick).
  - g. Clean up jobsite and demobilize.
3. **GENERAL NATURE OF THE WORK:** The work will consist of site preparation including installation of erosion control facilities, grading and subgrade preparation. Subgrade preparation will include excavating of native material, grading, and compaction. Placing, grading and compacting crushed base course rock. Placing, grading and compacting the crushed top course rock. The finished road and well pads will be graded so that water will not pool and will not drain towards wells or other infrastructure. The existing road will be graded and compacted by will not require the placing of a crushed base rock course.
4. **PERMITS:** It will be the responsibility of the Contractor to obtain any necessary permits, and all inspections will

be scheduled by the Contractor. All permits and inspections costs will be included in the bid.

5. **WARRANTY:** The finished road and site pads shall be warranted against defects in workmanship and materials for one year from date of Acceptance.
6. **MATERIALS:**
  - a. Crushed Base Course Rock shall be from a local quarry and shall be 3-inch minus.
  - b. Crushed Top Course Rock shall be from a local quarry and shall be 3/4-inch minus.
7. **Installation:**
  - a. **Benchmark:** The benchmark for grade at each of the well pads will be the top of the concrete meter vault.
  - b. **Subgrade Preparation:** On well pad #1, well pad #2, and well pad #3, the sites will be graded to an elevation that will allow for a minimum of 6-inches of compacted crushed base course rock and 2-inches of compacted crushed top course rock. The final grade will be the top of the concrete meter vault. On the existing road, the road will be graded and compacted. Excess materials from grading resulting from the preparation will be stockpiled on site to the west of each of the well pads.
  - c. **Compaction:** Compaction shall be performed on the subgrade, base course, and the top course. All materials shall be compacted to a dense, unyielding, state of at least 95 percent of the maximum dry density, using the modified proctor, per ASTM D1557. Rollers will not be operated adjacent to well, vaults, or structures where such use may cause damage. Where compaction with a roller is not permitted or possible for practical reasons, the area will be compacted with mechanical tampers or other approved equipment.
  - d. **Final Grade:** When complete, the road and well pads will be graded so that all water drains away from the wellheads, vaults, and other infrastructure. Slope to drain at 2% minimum slope
8. **Submittals:** None required.

9. **MEASUREMENT AND PAYMENT:**

a. **Lump Sum**

- b. **Payment:** The lump sum Contract price for Wiegardt Wellfield Improvements shall include all costs for the labor, materials, and equipment required to provide facilities to perform the work and associated with subgrade preparation, grading, placing and compacting base course and top course crushed rock as specified in the Contract Documents. Cost shall also include, if required, complying with regulatory requirements, submittals, project meetings, progress schedules, photographs, and cleanup.