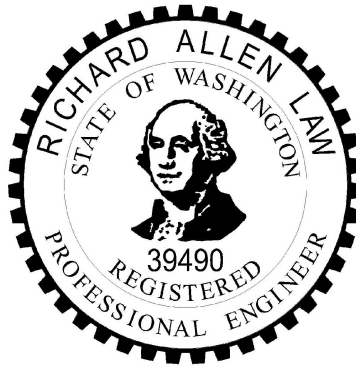


**CITY OF MOSES LAKE
MUNICIPAL SERVICES DEPARTMENT
ENGINEERING DIVISION**

**321 South Balsam Street
P.O. Box 1579
Moses Lake, WA 98837
(509) 766-9217**



MAE VALLEY WELLS PROJECT - 2010

Contract No. B-444

Bid Opening:

July 7, 2010, 2:00 P.M.

**Gary G. Harer, P.E./P.L.S.
Municipal Services Director**

**Shawn O'Brien, P.E.
City Engineer**

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NOTICE TO CONTRACTORS

MAE VALLEY WELLS PROJECT - 2010

Moses Lake, Washington

Sealed bids will be received at City Hall, 321 South Balsam, (P. O. Box 1579), Moses Lake, Washington 98837 until July 7, 2010, 2:00 P.M., for the above-named improvement. Said bids will be opened and publicly read at that time. All bids shall be received before said opening time in sealed envelopes with "MAE VALLEY WELLS PROJECT - 2010" marked plainly thereon.

All bids shall be accompanied by a deposit in the form of a postal money order, cashier's check, or surety bond in an amount equal to 5 percent of the bid. Should the successful bidder fail to enter into a contract and/or to furnish a satisfactory contract bond within the time stated in the specifications, the deposit shall be forfeited to the City.

Copies of plans and specifications are on file at various construction councils and at City Hall and may be obtained for a non-refundable fee of \$35.00 at the above address. Only bids from those who have purchased plans and specifications will be accepted per the special provisions.

Contact person:

PROJECT DESCRIPTION: This project includes construction of a removable pumphouse and a main well house building with electrical, control, and telemetry systems; and providing and installing a new bowl assembly, line shaft, column pipe, discharge head and support, and a 200 hp motor at the Well 31 site. The project will also include installing a new bowl assembly, line shaft, column pipe, discharge head and support, construction of a removable pumphouse, modifications of the existing electrical and telemetry system to accommodate the new pump, and a 125 hp motor at the Well 19 site.

Estimated Project Cost: \$450,000.00

The City Council reserves the right to reject any or all bids if such action is in the best interest of the City.

Publish - Columbia Basin Daily Herald, June 18, 2010 and June 21, 2010

INSTRUCTIONS TO BIDDERS

1. INTERPRETATIONS AND ADDENDA

No oral interpretations will be made to any bidder as to the meaning of the specifications and drawings. Interpretations, if made, shall be written in the form of an addendum and sent to all bidders to whom the specifications have been issued.

2. EXAMINATION OF THE SITE

Each bidder shall visit the site of the proposed work to be fully acquainted with the conditions and difficulties attending the performance of the contract. No additional compensation nor relief from any obligations of the contract will be granted because of a lack of knowledge of the site or the conditions under which the work will be accomplished.

3. BID

Any bid which contains items not specified, or which does not complete all the items scheduled for bidding, shall be considered informal and may be rejected on that basis.

4. SIGNATURE AND LEGIBILITY

The prices for work and the names and addresses of the bidders shall be clearly and legibly written. Signatures shall be signed in the spaces provided and in compliance with all legal requirements.

5. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Please refer to Section 1-07.18 of the 2008 Standard Specifications for Road, Bridge, and Municipal Construction as adopted by the WSDOT and the APWA, and the General Requirements within this contract.

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be fully executed as required and submitted with proposals:

1. Proposal - The unit prices bid must be shown in the spaces provided. Furthermore, by signing the proposal, the bidder is declaring **that they have read and agree to the provisions of the Non-Collusion Declaration and to the provisions of the Indemnification Acknowledgment.**
2. Bid Bond - This form is to be executed by the surety company unless bid is accompanied by a certified check. The amount of this bond shall not be less than 5 percent of the total amount bid and may be shown in dollars or on a percentage basis.
3. Sign and include any addendums.

The following forms are to be executed within 10 calendar days after the notification of award:

1. Contract - To be executed by the successful bidder
2. Contract Bond - To be executed by the successful bidder and his surety company.
3. Proof of Insurance Coverage - Provide one copy certifying insurance coverage in the amount specified, and with the following endorsement: "The City of Moses Lake is an Additional Insured as pertains to this project." This will include Form B, Additional Insured - Owners, Lessees, or Contractors.
4. Request to Sublet Work - One copy for each subcontractor. This document must be signed by Contractor's surety.
5. Power of Attorney for the person signing on behalf of your Bonding Company.
6. Contractor's Declaration of Intent.
7. Contractor and subcontractors must have a current City of Moses Lake Business License.

In addition, prior to start of construction, the Contractor shall:

1. Submit construction schedule which will show completion of the project within the time specified.
2. Arrange for a pre-construction conference between the prime contractor, subcontractors, Contractor's superintendent on the project, utilities, and the Engineering Division of the City of Moses Lake.
3. Submit a material list which shows all materials which the Contractor proposes to use on the project. No construction shall start until this list has been approved by the Engineer.

NON-COLLUSION DECLARATION

MAE VALLEY WELLS PROJECT - 2010
Contract No. B-444

By signing the proposal, I hereby declare, under penalty of perjury under the laws of the State of Washington that the following statements are true and correct:

1. That the person(s), firm, association, or corporation signing the proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

from DOT form 272-036H, Revised 10/94

INDEMNIFICATION AND WAIVER ACKNOWLEDGMENT

MAE VALLEY WELLS PROJECT - 2010
Contract No. B-444

INDEMNIFICATION

By signing this proposal, I hereby declare under penalty of perjury under the laws of the State of Washington, that I have read specification 1-07.14 as amended by the City of Moses Lake and hereby declare and agree to be bound by the indemnification contained therein including the industrial insurance immunity waiver.

I also agree these provisions were mutually negotiated between the parties in the competitive bidding process in connection with the project for which this proposal is submitted.

By signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

WAIVER

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

MAE VALLEY WELLS PROJECT - 2010

PROPOSAL

Page 1 of 3

TO: MOSES LAKE CITY COUNCIL	DATE: _____
CONTRACTOR'S NAME: _____	
CONTRACTOR'S LICENSE NUMBER: _____	
CURRENT UBI NUMBER: _____	
INDUSTRIAL INSURANCE ACCOUNT NUMBER: _____	
EMPLOYMENT SECURITY DEPARTMENT NUMBER: _____	
STATE EXCISE TAX REGISTRATION NUMBER: _____	
PHONE NO: _____	FAX NO: _____
CONTRACTOR'S MAILING ADDRESS _____	

Contract No. B-444

The Undersigned certifies that he/she has personally examined the location and construction details of work as outlined in the plans and specifications for the **MAE VALLEY WELLS PROJECT - 2010**, and has read and thoroughly understands the plans and specifications and hereby proposes to undertake and complete the work embraced in this improvement in accordance with those plans, specifications and contract and at the following schedule of rates and prices. The prime contractor will complete **30 percent** of all the work with his or her own labor and equipment.

Work on the Base Bid Contract shall be completed within **90 WORKING DAYS**. The Contractor may request (in writing) that the "Notice to Proceed" be delayed by up to two weeks, but no work can be performed during this time. This request must be made before the "Notice to Proceed" has been issued. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as described in Section 1-08.9 of the Standard Specifications.

PROPOSAL OPENING: July 7, 2010, 2:00 P.M.

NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND TOTAL AMOUNT OF BID MUST BE SHOWN.

MAE VALLEY WELLS PROJECT - 2010

Contract No. B-444
 Proposal - page 2 of 3

Schedule A - Well Improvements

ITEM NO.	ITEM DESCRIPTION	REFERENCE	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1-09	1	L.S.	\$	\$
2	Traffic Control	1-10	1	L.S.	\$	\$
3	Remove BST	2-02	10	S.Y.	\$	\$
4	Sawcut BST	2-02	30	L.F.	\$	\$
5	Water	2-07	50	MGal	\$	\$
6	Shoring or Extra Excavation Class B	2-09	300	S.F.	\$	\$
7	Trimming and Cleanup	2-11	1	L.S.	\$	\$
8	Crushed Surfacing Top Course	4-04	200	Ton	\$	\$
9	HMA Patch Cl. 1/2-Inch PG 64-22	5-04	10	S.Y.	\$	\$
10	Removable Pumphouse and Main Structures	6-11	1	L.S.	\$	\$
11	Removable Pumphouse at Well #19	6-11	1	L.S.	\$	\$
12	PVC Storm Sewer Pipe 12-Inch Diameter	7-04	15	L.F.	\$	\$
13	Drywell, Type B	7-05	1	EA	\$	\$
14	PVC Pipe for Water Main 10-Inch Diameter	7-09	100	L.F.	\$	\$
15	Connect to Existing 10-Inch Dia. A.C.	7-09	1	EA	\$	\$
16	Tapping Sleeve and Valve Assembly	7-12	1	EA	\$	\$
17	Vertical Turbine Pump, Well #19	7-16	1	EA	\$	\$
18	Vertical Turbine Pump, Well #31	7-16	1	EA	\$	\$
19	Line Shaft, 1.69 Inch Diameter	7-16	900	L.F.	\$	\$
20	Column Pipe, 10-Inch Diameter	7-16	900	L.F.	\$	\$
21	Plumbing, Hardware, and Labor	7-16	1	L.S.	\$	\$
22	Install Pump Assembly, Well #19	7-16	1	L.S.	\$	\$
23	Install Pump Assembly, Well #31	7-16	1	L.S.	\$	\$
24	Chain Link Fence Type	8-12	1,150	L.F.	\$	\$
25	Double 20 Ft. Chain Link Gate	8-12	1	EA	\$	\$
26	Gate Post for Chain Link Fence	8-12	2	EA	\$	\$
27	Corner Post for Chain Link Fence	8-12	4	EA	\$	\$
28	Cement Concrete Slab	8-14	125	S.Y.	\$	\$
29	PVC Conduit 4-Inch Diameter	8-20	350	L.F.	\$	\$
30	Electrical, Well #19	8-20	1	L.S.	\$	\$
31	Electrical, Well #31	8-20	1	L.S.	\$	\$

MAE VALLEY WELLS PROJECT - 2010

Contract # B-444

Page 3 of 3

Schedule A - Well Improvements

32	Telemetry, Well #19	8-20	1	L.S.		
33	Telemetry, Well #31	8-20	1	L.S.		
34	Analog Instrumentation, Well #31	8-20	1	L.S.		
SUBTOTAL						\$
SALES TAX 7.9%						\$
TOTAL						\$

The undersigned, under penalty of perjury under the laws of the State of Washington, does hereby certify that;

1. **The above is a true and honest bid;**
2. **The undersigned has read and agrees to the provisions of the Non-Collusion Declaration;**
3. **The undersigned has read and agrees to the provisions of the Indemnification Acknowledgment.**

Name of Firm _____

By _____ Signature _____

Title _____ Date _____, 2010.

Place of Execution of this bid _____

BID BOND

_____, as Principal, and _____, a Corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington as Surety, are jointly and severally held and firmly bound to the City of Moses Lake, Washington in the penal sum of _____ being five (5) percent of the maximum total amount of the bid proposal of said Principal for the work hereinafter described, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that if the City of Moses Lake shall make any award to the Principal for **MAE VALLEY WELLS PROJECT - 2010, Contract No. B-444**, according to the terms of the proposal or bid made by the Principal for such work, which is attached hereto, and the Principal shall duly enter into a contract with the City of Moses Lake in accordance with the terms of that proposal or bid award and shall provide a bond for the faithful performance of that obligation approved by the City of Moses Lake; or if the Principal shall, in case of failure to do so, pay and forfeit to the City of Moses Lake the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the City of Moses Lake as penalty and liquidated damages, the amount of this bond.

The Principal and surety have executed these presents personally or by authorized representatives on this ____ day of _____, 20__.

SURETY

PRINCIPAL

BY _____

BY _____

TITLE _____

TITLE _____

PHONE NO. _____

DATE _____, 2010.

CITY OF MOSES LAKE CONTRACT

(page 1 of 2)

MAE VALLEY WELLS PROJECT - 2010
Contract No. B-444

1. Parties and Date: This contract is entered into at Moses Lake, Washington on _____, 2010, by and between the City of Moses Lake, Washington, a municipal corporation, and _____, herein the Contractor:

2. Agreement: In consideration of the terms and conditions contained herein and those conditions, specifications, and terms attached and made a part of this agreement, the parties covenant and agree as follows:
 - 2.1 The Contractor shall do all work and furnish all tools, materials, and equipment for the **MAE VALLEY WELLS PROJECT - 2010** in accordance with the proposal filed by the Contractor on _____, and as described in the plans and specifications furnished by the City of Moses Lake. The Contractor shall perform any alterations in or additions to the work provided under this contract and every part thereof.

 - 2.2 Work shall start within 10 calendar days after the Notice to Proceed has been issued.

 - 2.3 The City of Moses Lake shall pay the Contractor for the performance of this contract subject to any additions or deductions provided for herein, the sum of _____ DOLLARS, (\$ _____) as shown on the Proposal submitted by the Contractor.

 - 2.4 If this work is not completed within the time specified, the Contractor agrees to pay the City of Moses Lake, Washington, the sum provided under Section 1-08.9 for each working day this work remains uncompleted and after expiration of the specified time, as liquidated damages.

Contract (page 2 of 2)

- 2.5 The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Moses Lake.
- 2.6 The City of Moses Lake promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done, work described above and to complete and finish the same according to the attached plans and specifications and the terms and conditions contained herein and contracts to pay for the same according to the specifications and the proposal attached hereto, at the time and in the manner and upon the conditions provided for in this contract.
- 2.7 The Contractor for himself/itself, and for his/its heirs, executors, administrators, successors, and assigns, does agree to the full performance of all the covenants contained herein upon the part of the Contractor.
- 2.8 It is further agreed that no liability shall attach to the City of Moses Lake, Washington, by reason of entering into this contract, except as expressly provided herein.
- 3. Execution: Executed the day and year written above.

CITY OF MOSES LAKE, WASHINGTON

Contractor

Joseph K. Gavinski, City Manager

Signature and Title

Date

Typed Name and Title

APPROVED AS TO FORM:

James A. Whitaker, City Attorney

CONTRACT BOND

(page 1 of 2)

Bond to City of Moses Lake

_____ as Principal,
and _____, a corporation organized and existing under the laws
of the State of _____, as a surety corporation, and qualified under the laws of
the State of Washington to become surety upon bonds of contractors with municipal corporation, as surety,
are jointly and severally held and firmly bound to the City of Moses Lake, Washington, in the penal sum of
_____ dollars for the
payment of which sum on demand we bind ourselves and our successors, heirs, administrators, or personal
representative as the case may be.

This obligation is entered in pursuant to the statutes of the State of Washington, and the ordinances of the City
of Moses Lake, Washington.

The conditions of the obligations evidenced by this Contract Bond are:

1. THAT The City of Moses Lake on _____, 2010, let to the Principal a certain
contract. That contract being numbered **B-444**, and providing for **MAE VALLEY WELLS
PROJECT - 2010**, which contract is referred to herein and is made a part hereof as though attached
hereto, and;
2. THAT The Principal has accepted, or is about to accept, that contract, and undertake to perform the
work provided for therein in the manner and within the time set forth.
3. THAT The Principal shall faithfully perform all of the provisions of that contract in the manner and
within the time set forth, or within such extensions of time as may be granted under that contract, and
shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply the
Principal or subcontractors with provisions and supplies for the carrying on of that work, and shall hold
the City of Moses Lake, Washington, harmless from any loss or damage occasioned to any person or
property by reason of any carelessness or negligence on the part of the Principal, or any
subcontractor in the performance of that work, and shall indemnify and hold the City of Moses Lake,
Washington, harmless from any damage or expense by reason of failure of performance as specified in
that contract.

CONTRACT BOND

Page 2 of 2

- 4. THAT The Surety, for value received, herein stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

- 5. THAT After the acceptance of this contract and the expiration of the lien period, after the satisfaction of all liens pending, then the penal sum of this bond shall be one hundred percent for the full contract amount, to insure against defects appearing or developing in the material or workmanship provided or performed under this contract within a period of one year after acceptance; notwithstanding the reduction of this bond, the Principal and surety shall hold the City of Moses Lake, Washington harmless from all defects appearing or developing in the material or workmanship provided or performed under this contract within a period of one year after acceptance by the City Council. If all obligations imposed pursuant to paragraphs 3 and 4 above are performed to the satisfaction of the City of Moses Lake, then the obligations evidenced by this Contract Bond shall be void. If the performance of the Principal and/or surety is otherwise, the obligation evidenced by this Contract Bond shall remain in full force and effect.

Executed on _____, 2010.

Contractor

Attorney in Fact

Signature and Title

Address

Surety

Address

James A. Whitaker, City Attorney

CONTRACTOR'S DECLARATION OF INTENT

CITY OF MOSES LAKE

MAE VALLEY WELLS PROJECT - 2010

Contract No. B-444

Contractor: _____

Pursuant to RCW 60.28.010, all contractors are required to exercise their option in writing prior to the first payment, to have retainage monies:

- (1) Retained in a fund by the public body.

_____ I hereby REQUEST that retainage on the above contract be placed in a non-interest-bearing account and have signed that agreement below.

- (2) Deposited by the public body in an interest bearing account.

_____ I hereby REQUEST that retainage on the above contract be placed in an interest bearing account and have signed that agreement below.

- (3) Placed in escrow with a bank or trust company by the public body.

_____ I hereby REQUEST that retainage on the above contract be placed in escrow and have signed that agreement.

- (4) Paid to them and submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the City.

_____ I hereby REQUEST a bond in lieu of retainage on the above contract and have signed that agreement.

In the event that it is desired to place retained monies in escrow, it will be necessary that the contractor enter into an escrow agreement with the city-named bank. That agreement shall be executed on forms furnished by the City. The escrow agreement must be completed and approved prior to any monies being placed in escrow.

ACCOUNT AGREEMENT

The Contractor authorizes the City of Moses Lake to place retainage in the account chosen above and authorizes the designated agents of the City to be able to make deposits to this account. The Contractor further authorizes the City of Moses Lake to be designated as a named party on the account. This account will be released to the Contractor after acceptance of this project as provided by law.

Signature and Title

Date

BOND IN LIEU OF RETAINAGE

CITY OF MOSES LAKE

MAE VALLEY WELLS PROJECT - 2010

Contract No. B-444

_____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety are jointly and severally held and firmly bound to the City of Moses Lake, Washington, and are similarly held and bound to the beneficiaries of the trust fund created by RCW 60.28 and to their heirs, executors, administrators, successors and assigns, in the penal sum of _____ dollars, plus five percent (5%) of any increases in the contract amount that have occurred or may occur, due to change orders, increases in quantities or the addition of any new item of work, for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators, or personal representative as the case may be.

This obligation is entered in pursuant to the statutes of the State of Washington, and the ordinances, rules and regulations of the City of Moses Lake, Washington.

The conditions of the obligation evidenced by this Bond are:

1. That the City of Moses Lake on _____, 2010, let to the Principal a certain contract. That contract being numbered **B-444**, and providing for **MAE VALLEY WELLS PROJECT - 2010**.
2. That the City of Moses Lake is required to withhold a percentage of the funds earned by the Principal as retainage.
3. That the Principal, pursuant to Washington law, has requested the release to the Principal of monies held as retainage and the Principal has submitted this Bond in lieu of retainage as permitted by law.
4. If the Principal shall well and timely satisfy the claims of any person having a claim under RCW 60.28, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and Surety have executed these presents personally or by authorized representatives on this _____ day of _____, 2010.

Principal

By _____
(Title)

Surety

By _____
Attorney-in-fact

Approved as to form on the _____ day of _____, 2010.

City Attorney

