INVITATION TO BID NO. PW2015-004
MCCORMICK WOODS STEP SYSTEM RETROFIT PROJECT

Notice is hereby given that sealed bids for the 2015 McCormick Woods Step System Retrofit Project will be received by the City Clerk, City of Port Orchard, 216 Prospect Street, Port Orchard, Washington, 98366, until the hour of 12:00 p.m. Pacific Standard Time, Wednesday, April 1, 2015 at which time they will be publicly opened and read aloud in the Robert G. Giegler Council Chambers. The City is asking proposals for sixty (60) STEP conversions to be accomplished in 2015.

Companies shall pay particular attention to all Instructions, Requirements and Deadlines indicated in the bid documents and should govern themselves accordingly.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Port Orchard’s on-line plan room. Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on “Posted Project,” “Public Works,” and “City of Port Orchard.” This on-line plan room provides Bidders with full usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders “Register” in order to receive automatic email notification of future addenda and to place themselves on the “Self-Registered Bidders List.” Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

Plans and Technical Specs and Draft Contract documents can be found on the City’s Website at http://www.cityofpororchard.us/business/bids-rfps or you can make arrangements to pick up a set at the Port Orchard City Hall, City Clerk’s Office, 216 Prospect Street, Port Orchard, WA 98366 for a non-refundable fee of $25.00. If you wish the bid documents mailed to you, add $8.00. City Clerk’s Office number is 360 876 4407.

Each bid must be accompanied by certified check, bid bond, or cash in the amount not less than five percent (5%) of the amount bid.

The successful bidder must have a City business license prior to award of contract, and must be an active participate on the MRSC Small Works Roster for the City of Port Orchard.

In accepting proposals, the City reserves the right to reject any and all proposals and to waive any requirement in order to take the action which it deems to be in the best interest of the City of Port Orchard.

Contractor must comply with all state and federal laws relating to Prevailing Wage requirements.

Your proposals can be submitted as follows:

Mailed to: City of Port Orchard
Attn: City Clerk’s Office,
216 Prospect Street
Port Orchard, WA 98366

Or Hand Delivered to the above address.
No Faxes or e-mail proposals will be accepted.

Questions regarding bidding procedures or requirements may be directed to Mark R. Dorsey, P.E., Director of Public Works/City Engineer; Phone (360) 876-4991 or Fax (360) 876-4980

Published in: Port Orchard Independence March 13, 2015 edition
City of Port Orchard

2015 MCCORMICK WOODS STEP SYSTEM RETROFIT
Plans and Technical Specifications

Project No. PW2015-004

March 2015
SECTION 02530 – SANITARY SEWER: STEP SEWER GRINDER PUMP SYSTEM
CONVERSION

PART 1 - GENERAL

1.1 SUMMARY

A. These specifications cover all materials and equipment necessary for a complete conversion from a residential STEP sewer system to a grinder pump system. The Grinder system shall be provided by a single supplier to ensure compatibility and sole source responsibility for system installation and function. The contractor shall furnish and install a factory assembled submersible grinder pump consisting of a single grinder pump with float controls, alarm panel, piping, valves, controls, control panel, electrical and mechanical connections, demolition and abandoning existing pump components, and all necessary appurtenances, as shown on the attached drawings (E-1 and E-2), required for a functional system to transport effluent from individual dwelling units to the existing pressure mains.

B. The materials covered by this section generally include, but are not limited to, the following items:

1. Pump
2. Control Panel
3. Piping, fitting and appurtenances
4. Grouting, concrete and fill material
5. All necessary valves and appurtenances
6. All service connection items

1.2 SUBMITTALS

A. Product Data: Technical Product Data for each specified product.

B. Submit copies of permits, notices, and other submittals required by regulatory and permitting agencies and municipalities necessary for conducting work.

C. The contractor shall meet Washington State Labor & Industries (L&I) requirements for contractors. The contractor shall provide necessary documentation, permits, and meet inspection requirements as required by L&I.

PART 2 - PRODUCTS

2.1 MATERIALS FOR STEP SEWER SYSTEM

A. Grinder Pump
1. Barnes PGPP 2 HP Submersible Grinder Pump with level controls or approved equivalent. See attached cut sheet.

B. Control Panel
1. Control panel shall be SJE Rhombus Model 112 wall mounted control panel or approved equivalent. See attached cut sheet.
C. Piping
   1. Pressure sewer mains shall be Schedule 40 PVC or HDPE pipe, and shall conform to
      AWWA C-900. Joints shall be made up as recommended by the pipe manufacturer for
      pressure pipe, shall be class 160 minimum. HDPE pipe for force mains or special
      conditions shall be in accordance with the Department of Ecology’s “Criteria for Sewage
      Works Design”.

D. Native Material
   1. Suitable native material or import shall be used fill of area indicated in project drawings.

E. Detectable Marking Tape
   1. Detectable marking tape shall be 12 gauge copper wire with blue coded UF insulation and
      shall be installed 12” below finish grade over PVC force mains.

PART 3 - EXECUTION

3.1 GENERAL

A. All work shall conform to the City of Port Orchard’s Developer Handbook 2004.
B. Contractor shall coordinate with the City of Port Orchard’s inspector for inspection of demolition
   and STEP system installation. Sewer conversion permit will be provided by the City of Port
   Orchard.
C. Provide necessary protection to persons and home owners. Conduct operations to ensure
   minimum interference and disruption with home owners. Provide adequate safety fencing
   and/or clear delineation of work area as required.
D. Any existing areas and above improvements impacted by demolition or construction, which can
   not be satisfactorily matched and patched, replace at no additional expense to home owners.
E. Notify the engineer immediately if underground utilities not shown on the plans are encountered.
F. Contractor shall provide a minimum 1-year installation warranty.

3.2 DEMOLITION

A. Notify home owners 48 hours prior to beginning demolition work.
B. Contractor shall remove and dispose of effluent and solids in existing pump basins and concrete
   chambers of the septic tank complying with the Health Department and the Washington State
   Department of Ecology.
C. All utility structures shall be removed and broken down and backfilled per plans.
D. After removing existing pumps and components from existing basins, the existing basins shall be
   backfilled as shown on the plans.
E. After removing effluent from the outlet chamber, the outlet chamber shall be backfilled with
   suitable native material or import up to the concrete baffle as shown on the plans.
F. Any associated pipes shall be first grouted or capped to prevent penetration of effluent into
   groundwater.
G. Abandon or remove existing utility pipes as shown on the plans.
H. Perform demolition in a safe and orderly manner minimizing disruption to home owners.
   Coordinate demolition schedule with home owners and inform limit of disturbance prior to
   demolition. Do not bury any demolition materials or debris on-site.
I. Remove and dispose of debris, rubbish, and other materials resulting from demolition
   immediately on completion of each work day legally offsite.
J. Restore any site utilities, under or above ground improvements that are damaged, defaced,
   soiled, or removed to its original condition and function.
3.3 PIPE INSTALLATION REQUIREMENTS

A. Pipe shall be installed in accordance with the Department of Ecology's "Criteria for Sewage Works Design."
B. Service line in the septic tank wherever possible shall be in one continuous length from the pump to the pressure main connection.

3.4 PUMP INSTALLATION REQUIREMENTS

A. Contractor shall install all components of the STEP sewer system in accordance with the Manufacturer's instructions and according to the best accepted practices. All valves, disconnects and other moving part shall operate smoothly and properly.

3.5 CONNECTION TO EXISTING SEWER SERVICE LINE

A. Contractor shall connect new 1 ¼” SCH. 40 PVC discharge pipe from the grinder pump to existing sewer service line at an existing joint. Contractor shall remove existing pipe and/or plug ends of pipe with grout.

3.6 ELECTRICAL

A. All electrical equipment and materials supplied by the contractor shall be coordinated to function according to the design indicated on the drawings.
B. Electrical Work will be completed prior to STEP system demolition and the installation of the Grinder Pump System.
C. Electrical Work shall be completed in accordance with the most current electrical standards and codes in effect at the time of construction.

3.7 CONSTRUCTION CONTROL, INSPECTION AND TESTING

A. A City Public Works representative will be present on site during demolition and construction.
B. A field test shall be completed following installation to verify the grinder system is functioning properly.

3.8 AS BUILTS

A. When the contractor completes the work, contractor shall provide red-lined mark ups of the original plans with any revisions or changes made during construction and provide to the City of Port Orchard Public Works.

END OF SECTION 02530
NOTICE TO PROSPECTIVE BIDDERS
MCCORMICK WOODS STEP SYSTEM RETROFIT PROJECT PW2015-004

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Port Orchard’s policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Port Orchard Engineering Department via telephone 360-876-4991 facsimile (fax): 360-876-4980, Attention: Mark R. Dorsey, P.E., Public Works Director/City Engineer.

All questions must be received at least 3 business days prior to the bid opening for a response. All prospective bidder questions and the City’s response will be sent via e-mail or faxed to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via fax or e-mail. An addendum will be issued to all prospective bidders if a correction is needed.

I have the following question(s)/comment(s):

I believe the Contract Document(s) has (have) the following error(s):

Please respond to:
Name:
Representing:
Address:
E-Mail:
Fax Number:


PGPP Advantages
- Recessed vortex impeller design virtually eliminates pump damage from cavitation.
- Large pump end bearing and short impeller overhang significantly extend mechanical seal life by minimizing shaft deflection.
- Exclusive Slicerator™ eliminates jams.
- Quick connect power cord is supplied with attached 230v plug.
- Heavy duty 2hp motor is standard.
- Heavy duty industrial silicon carbide seal.
- Heads up to 125 ft. TDH.
- Flows up to 58 GPM.

Exclusive Slicerator™
The staggered slicing action of the grinder radial cutter dramatically reduces the torque requirement of the motor, cuts with less horsepower, and increases the unit's efficiency. This helps prevent clogging with particularly troublesome objects such as plastic, rubber, sanitary napkins, disposable diapers and cloth items.

Barnes exclusive quick connect power cord, optional controls and adjustable legs make the PGPP easy to install and maintain. The hardened stainless steel cutter with the reversible shredding ring doubles the cutting life. Add to these features the abrasion resistant silicon carbide mechanical seal and the PGP is the most robust and reliable grinder pump on the market.

*Control Panel Optional

Providing Wastewater Solutions since 1895
Design Features

- High capacity – Flows to 58gpm, heads to 125’ at shutoff.
- UL & CSA listed – Assures high standards of quality and safety.
- Installation – Supplied with or without level controls; no need for control panel when automatic float control furnished.
- Oil filled motor – This feature enables the pump motor to run cooler under severe operating conditions.
- Bolt on discharge flange – With this convenient design feature, the pump can be easily installed and cost efficiently maintained.
- Additional pump features:
  - 1 1/4” NPT, vertical connection
  - Built in automatic resetting overload protection
  - Large cast iron handle
  - Legs are both adjustable and removable

Grinder Performance 230v

Break Away Fittings
Barnes break away fittings allow pump installation and removal without wet well entry or piping disconnection. Break away fittings provide easy access to Barnes PGPP2022 Grinder.
MODEL 112 Control Panel

Single phase, simplex motor contactor control.

The Model 112 control panel provides a reliable means of controlling one 120, 208, or 240 VAC single phase pump in pump chambers, sump pump basins, irrigation systems and lift stations. Two control switches activate a magnetic motor contactor to turn the pump on and off. If an alarm condition occurs, an additional alarm switch activates the audio/visual alarm system.

PANEL COMPONENTS

1. Enclosure measures 8 x 8 x 4 inches (20.32 X 20.32 X 10.16 cm).
   Choice of NEMA 1 (steel for indoor use), or NEMA 4X (ultraviolet stabilized thermoplastic with removable mounting feet for outdoor or indoor use).
   * Options selected may increase enclosure size and change component layout.

2. Magnetic Motor Contactor controls pump by switching electrical lines.

3. HOA Switch for manual pump control (mounted on circuit board).

4. Green Pump Run Indicator Light (mounted on circuit board).

5. Float Switch Terminal Block (mounted on circuit board).

6. Alarm and Control Fuses (mounted on circuit board).


8. Ground Lug

9. Circuit Breaker (optional) provides pump disconnect and branch circuit protection.

STANDARD ALARM PACKAGE

10. Red Alarm Beacon provides 360° visual check of alarm condition.
    Note: NEMA 1 style utilizes a door mounted indicator in lieu of a beacon.

11. Alarm Horn provides audio warning of alarm condition (63 to 85 decibel rating).
    Note: NEMA 1 style utilizes an internally mounted buzzer in lieu of horn.

12. Exterior Alarm Test/Normal/Silence Switch allows horn and light to be tested and horn to be silenced in an alarm condition. Alarm automatically resets once alarm condition has been cleared.

13. Horn Silence Relay (mounted on circuit board).

NOTE: other options available.

FEATURES

- Entire control system (panel and switches) is UL Listed to meet and/or exceed industry safety standards

- Dual safety certification for the United States and Canada

- Standard package includes three 20’ SJE-SignalMaster® control switches

- Complete with step-by-step installation instructions

- Three-year limited warranty

SEE BACKSIDE FOR COMPLETE LISTING OF AVAILABLE OPTIONS.
SEE PRICE BOOK FOR LIST PRICE.
MODEL 112

ALARM PACKAGE
0 = select options or no alarm package
1 = alarm package (includes test/normal/silence switch, fuse, red light, horn & float)

ENCLOSURE RATING
I = Indoor, NEMA 1 (metal)
W = Weatherproof, NEMA 4X (engineered thermoplastic)

STARTING DEVICE
1 = magnetic motor contactor 120/208/240V
9 = magnetic motor contactor 120V only

PUMP FULL LOAD AMPS
0 = 0-7 FLA
1 = 7-15 FLA
2 = 15-20 FLA
3 = 20-30 FLA

PUMP DISCONNECTS
0 = no pump disconnect
4 = circuit breaker 120V (select STARTING DEVICE option 9 above)
120V/208V/240V (select STARTING DEVICE option 1 above)

FLOAT SWITCH APPLICATION
H or L = pump down or pump up (select 17 option)
X = no float
WITH Alarm package
WITHOUT Alarm package

OPTIONS Listed below:

ENCLOSURE UPGRADE - If you selected 3 or more of the ★ options, or one ★★ option, add a one-time enclosure upgrade fee would apply.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>Red beacon only / no audio (must select 1E if floats included)</td>
</tr>
<tr>
<td>1C</td>
<td>Horn only / no visual (must select 1E if floats included)</td>
</tr>
<tr>
<td>1E</td>
<td>Alarm float</td>
</tr>
<tr>
<td>3A</td>
<td>Alarm flasher</td>
</tr>
<tr>
<td>★ 3B</td>
<td>Manual alarm reset</td>
</tr>
<tr>
<td>★ 4A</td>
<td>Redundant off (select option 4D if floats included)</td>
</tr>
<tr>
<td>★★ 4B</td>
<td>Redundant off indicator &amp; alarm (must select 4A also)</td>
</tr>
<tr>
<td>4D</td>
<td>Redundant off float (select 4A option) (select 17 option)</td>
</tr>
<tr>
<td>5A</td>
<td>Thermal cutoff/heat sensor auto reset (for pumps with thermal switch leads)</td>
</tr>
<tr>
<td>5E</td>
<td>Seal failure circuit &amp; red indicator (2 wire)</td>
</tr>
<tr>
<td>6A</td>
<td>Auxiliary alarm contact, form C</td>
</tr>
<tr>
<td>★ 8A</td>
<td>Elapsed time meter</td>
</tr>
<tr>
<td>★ 8C</td>
<td>Event (cycle) counter</td>
</tr>
<tr>
<td>★★ 9A</td>
<td>Pump overload specify amperage after number 9 followed by letter &quot;A&quot;. Example: 012A = 12 amp pump.</td>
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<tr>
<td>★★ 0-25 FLA</td>
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<tr>
<td>★★ 25-30 FLA</td>
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<tr>
<td>10E</td>
<td>Lockable latch - NEMA 4X</td>
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<tr>
<td>10E</td>
<td>Lockable latch - NEMA 4</td>
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<tr>
<td>★ 10F</td>
<td>Lightning arrester (select pump circuit breaker)</td>
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<tr>
<td>★ 10K</td>
<td>Anti-condensation heater</td>
</tr>
<tr>
<td>11C</td>
<td>NEMA 1 alarm panel (must select option 6A)</td>
</tr>
<tr>
<td>11D</td>
<td>NEMA 4X alarm panel (must select option 8A)</td>
</tr>
<tr>
<td>★★ 14B</td>
<td>Main disconnect (rotary style, mounted through door, non-fused)</td>
</tr>
<tr>
<td>★★ 0-20 FLA</td>
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<tr>
<td>★★ 20-30 FLA</td>
<td></td>
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<tr>
<td>15A</td>
<td>Control / alarm circuit breaker</td>
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<tr>
<td>16A</td>
<td>10' cord in lieu of 20' (per float)</td>
</tr>
<tr>
<td>16B</td>
<td>15' cord in lieu of 20' (per float)</td>
</tr>
<tr>
<td>16C</td>
<td>30' cord in lieu of 20' (per float)</td>
</tr>
<tr>
<td>16D</td>
<td>40' cord in lieu of 20' (per float)</td>
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<tr>
<td>16E</td>
<td>SJM SignalMaster® / externally weighted ▲ (per float)</td>
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<tr>
<td>17A</td>
<td>Sensor Float® / internally weighted ▲ (per float)</td>
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<td>17B</td>
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<td>Sensor Float® / pipe clamp ▲ (per float)</td>
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<tr>
<td>17D</td>
<td>Sensor Float® / pipe clamp ▲ (per float)</td>
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<tr>
<td>17E</td>
<td>Sensor Float® / pipe clamp ▲ (per float)</td>
</tr>
<tr>
<td>17F</td>
<td>Sensor Float® / pipe clamp ▲ (per float)</td>
</tr>
<tr>
<td>19U</td>
<td>HOA (Hand/Off/Automatic) switch and pump run light through door mounted</td>
</tr>
<tr>
<td>19X</td>
<td>Door mounted pump run indicator</td>
</tr>
<tr>
<td>21A</td>
<td>SJM PumpMaster® in lieu of on/off switches ▲</td>
</tr>
<tr>
<td>21B</td>
<td>SJM PumpMaster® Plus in lieu of on/off switches ▲</td>
</tr>
<tr>
<td>21C</td>
<td>Super Single® in lieu of on/off switches ▲</td>
</tr>
<tr>
<td>21D</td>
<td>Double Float® in lieu of on/off switches ▲</td>
</tr>
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</table>

If additional features are required, call the factory for a quote on an Engineered Custom control panel.

SAMPLE

<table>
<thead>
<tr>
<th>MODEL</th>
<th>112</th>
<th>1</th>
<th>W</th>
<th>9</th>
<th>1</th>
<th>4</th>
<th>H</th>
<th>3A</th>
<th>8A</th>
<th>17A</th>
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<tr>
<td>Alarm Package</td>
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<td>Enclosure Rating</td>
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<td>Starting Device</td>
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<td>Pump Full Load Amps</td>
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<td>Pump Disconnect</td>
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<tr>
<td>Float Switch Application</td>
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<tr>
<td>Options: Flasher, Elapsed Time Meter, SJM SignalMaster® / pipe clamp</td>
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</table>

-LD-10-
SCHEDULE OF CONTRACT PRICES
2015 STEP Sewer Grinder Pump System Conversion PW2015-004

NOTE: If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Estimated Quantity</th>
<th>Description of Item</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>PREPARATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>L.S.</td>
<td>Mobilization</td>
<td>L.S.</td>
<td>$ _____</td>
</tr>
<tr>
<td>2</td>
<td>L.S.</td>
<td>Cleaning / Vactoring existing Septic Tank</td>
<td>L.S.</td>
<td>$ _____</td>
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<tr>
<td></td>
<td></td>
<td><strong>DEMOLITION / REMOVAL OF EXISTING PUMP SYSTEM</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>L.S.</td>
<td>Removal of existing Pump &amp; Appurtenances in Pump Wet Well</td>
<td>L.S.</td>
<td>$ _____</td>
</tr>
<tr>
<td>4</td>
<td>L.S.</td>
<td>Plugging and/or Grouting existing Pump Wet Well Pipes and Septic Tank</td>
<td>L.S.</td>
<td>$ _____</td>
</tr>
<tr>
<td>5</td>
<td>1 C.Y.</td>
<td>Removal of top 2' of existing Pump Wet Well and backfill with suitable native material or import.</td>
<td>$ _____</td>
<td>$ _____</td>
</tr>
<tr>
<td>6</td>
<td>6 C.Y.</td>
<td>Backfill Septic Tank Chamber and bottom 2 ft of existing Pump Wet Well with suitable native material or import.</td>
<td>$ _____</td>
<td>$ _____</td>
</tr>
<tr>
<td>7</td>
<td>3 L.F. ±</td>
<td>Remove existing 1 ¾&quot; between new connection &amp; existing Pump Wet Well</td>
<td>$ _____</td>
<td>$ _____</td>
</tr>
<tr>
<td>8</td>
<td>L.S.</td>
<td>Remove the bottom existing deflector of the incoming pipe at Septic Tank</td>
<td>L.S.</td>
<td>$ _____</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>NEW SEWER PUMP SYSTEM</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>20 L.F. (max.)</td>
<td>1 ¾&quot; SCH. 40 PVC Pipe from existing Septic Tank to connection point at existing pipe</td>
<td>$ _____</td>
<td>$ _____</td>
</tr>
<tr>
<td>10</td>
<td>1 E.A.</td>
<td>Barnes PGPP 2 HP Submersible Pump or approved equivalent</td>
<td>$ _____</td>
<td>$ _____</td>
</tr>
<tr>
<td>11</td>
<td>1 E.A.</td>
<td>SJE Rhombus Model 112 Control Panel or approved equivalent</td>
<td>$ _____</td>
<td>$ _____</td>
</tr>
<tr>
<td>Item No.</td>
<td>Estimated Quantity</td>
<td>Description of Item</td>
<td>Unit Price</td>
<td>Amount</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------</td>
<td>---------------------------------------------------------------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>12.</td>
<td>L.S.</td>
<td>Conduit and power connection from house to existing</td>
<td>$_________</td>
<td>$_______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>sceptic tank (incl. explosive gas seal-off)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>1 L.S.</td>
<td>Surface restoration and Clean up</td>
<td>$_________</td>
<td>$_______</td>
</tr>
</tbody>
</table>

**SUB TOTAL BID:** $______________

**8.6% sales tax:** $__________

**TOTAL BID:** $__________

**SALES TAX**

In accordance with Section 1-07.2(2 DOR Rule 170) State Sales Tax: Work performed on real property as it applies to the construction and repairing of new or existing buildings, or other structures, upon real property, the Contractor “shall collect from the Contracting Agency, retail sales tax on the full contract price”. The Contractor shall not include the retail sales tax in the unit bid item prices or in other amounts. An exception to this is that the “Contracting Agency will not add sales tax for the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included on the unit bid item prices or in any other contract amount”.
CONTRACT

CITY OF PORT ORCHARD

2015 McCormick Woods STEP Conversion PW2015-004

CONTRACT NO. 123

THIS AGREEMENT made and entered into this _________ month _______ day, 20___, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the “City,” and _______________ , hereinafter called the “Contractor.”

WITNESSETH:

That the Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, 2015 McCormick Woods STEP Conversion. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor’s Bid Proposal dated ______________, attached hereto and incorporated herein by this reference as if set forth in full.

The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on _____________, and the 20__ WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within 103 working days after the Notice to Proceed Date.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT specification, for each and every working day said work is not complete beyond the time shown in the Proposal.

Contractor understands that his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to be disclosed upon a request. Contractor acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.
With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of


Dollars ($ ) with as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within Kitsap County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By:  

TIMOTHY C. MATTHES  
Mayor

CONTRACTOR

By:  

Title:  

Address:  


ATTEST:

BRANDY RINEARSON, MMC  
City Clerk

APPROVED AS TO FORM:

Carol Morris  
Interim City Attorney
CITY OF PORT ORCHARD
PUBLIC WORKS PROJECT
PERFORMANCE BOND

CITY PROJECT #: __________________
SURETY BOND #: __________________
DATE POSTED: __________________
PROJECT COMPLETION DATE: ________

RE: Project Name: __________________
Owner/Developer/Contractor: ____________
Project Address: ______________________

KNOW ALL PERSONS BY THESE PRESENTS: That we, (hereinafter called the "Principal"), and __________________, a corporation organized under the laws of the State of ____________, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of ______________________ ($ __________________), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, to perform the following public works project within the City: __________________________; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of the public works project; and that such improvements be constructed in full compliance with City standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made or constructed within a certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by the City of Port Orchard, but only after the Principal has performed and satisfied the following conditions:
A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description here)

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.

3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within ______ which time period shall begin to run from the earlier of _______ unless an extension is granted by the City.

4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material-men and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise. The Principal shall indemnify and hold harmless the City of Port Orchard, its officers, officials and agents from any claim for such payment.

5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in Section A(3) above.

6. The Principal shall indemnify and hold harmless the City of Port Orchard, its officers, officials and agents from any claims relating to defect(s) in any of the workmanship entering into any part of the work or designated equipment covered by the contract between the Principal and the City. Once the work has been completed and accepted by the City, and all other conditions of this Bond have been satisfied, this Performance bond will be released and replaced with a two (2) year Maintenance Bond, not to exceed the sum of $______, which is not less than one hundred-fifty per cent (150%) of the total contract amount. This hold harmless and indemnification agreement shall survive the expiration of this Bond.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
a). remedy the default itself with reasonable diligence pursuant to a time
schedule acceptable to the City; or

b). tender to the City within an additional ten (10) days the amount necessary,
as determined by the City, for the City to remedy the default, up to the
total bond amount.

Upon completion of the Surety's duties under either of the options above, the
Surety shall then have fulfilled its obligations under this bond. If the Surety elects
to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City
shall notify the Surety of the actual cost of the remedy, upon completion of the
remedy. The City shall return, without interest, any overpayment made by the
Surety, and the Surety shall pay to the City any actual costs, which exceeded the
City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced
improvements within the time period specified by the City, then the City, its
employees and agents shall have the right at the City's sole election to enter onto
said property described above for the purpose of completing the improvements.
This provision shall not be construed as creating an obligation on the part of the
City or its representatives to complete such improvements.

C. Corrections. Any corrections required by the City shall be commenced within seven (7)
days of notification by the City and completed within thirty (30) days of the date of
notification. If the work is not performed in a timely manner, the City shall have the
right, without recourse to legal action, to take such action under this Bond as described in
Section B above.

D. Extensions and Changes. No change, extension of time, alteration or addition to the
terms of the contract or to the work to be performed by the Principal or the specifications
accompanying the same shall in any way affect the obligation of the Principal or Surety
on this bond, unless the City specifically agrees, in writing, to such alteration, addition,
extension or change. The Surety waives notice of any such change, extension, alteration
or addition hereunder. The Surety hereby agrees that modifications and changes may be
made in the terms and provisions of the aforesaid contract without notice to Surety and
any such modifications or changes increasing the total amount to be paid the Principal
shall automatically increase the obligation on this Performance Bond in a like amount.

E. Enforcement. It is specifically agreed by and between the parties that in the event any
legal action must be taken to enforce the provisions of this bond or to collect said bond,
the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a
part of the reasonable costs of securing the obligation hereunder. In the event of
settlement or resolution of these issues prior to the filing of any suit, the actual costs
incurred by the City, including reasonable attorney fees, shall be considered a part of the
obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable
by the prevailing party, not only from the proceeds of this bond, but also over and above
said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Kitsap County Superior Court.

F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a Maintenance Bond as described in Section A(6) of this Bond has been submitted to the City, in a form suitable to the City and until released in writing by the City.

DATED this ___ day of _______________, 20___.

SURETY COMPANY
(Signature must be notarized)

By: ____________________________
   Its ___________________________

Print Name: ____________________
Business Name: __________________
Business Address: _________________
City/State/Zip Code: _____________
Telephone Number: _______________

DEVELOPER/OWNER
(Signature must be notarized)

By: ____________________________
   Its ___________________________

Print Name: ____________________
Business Name: __________________
Business Address: _________________
City/State/Zip Code: _____________
Telephone Number: _______________

CITY OF PORT ORCHARD

By: ____________________________
   Its: Mayor

Date: _________________________

APPROVED AS TO FORM:

______________________________
Carol Morris, Interim City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)
____ Corporation (Form P-2)
FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON
)
) ss.
COUNTY OF
)

I certify that I know or have satisfactory evidence that ______________________ is
the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated:____________________________________

____________________________________
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at:
My Commission expires:

---END---
FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON )
 ) ss.
COUNTY OF )

I certify that I know or have satisfactory evidence that ___________________________ is the person who appeared before me, and said person acknowledged as the ___________________________ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: ___________________________

______________________________
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing
at:

My Commission expires: ___________________________

(For Surety Company)

STATE OF WASHINGTON )
 ) ss.
COUNTY OF )

I certify that I know or have satisfactory evidence that ___________________________ is the person who appeared before me, and said person acknowledged as the ___________________________ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: ___________________________

______________________________
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing
at:

My Commission expires: ___________________________
CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

Project #: ___________________________________________
Surety Bond #: ___________________________________
Date Posted: _______________________________________
Expiration Date: ____________________________________

RE: Project Name: _____________________________________
Owner/Developer/Contractor: ____________________________
Project Address: _______________________________________

KNOW ALL PERSONS BY THESE PRESENTS: That we, ____________________________________________ (hereinafter called the "Principal"), and ____________________________________________, a corporation organized under the laws of the State of ____________________________________________, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of ____________________________________________ dollars ($ ___________________), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.
D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
   
a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
   
b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the
laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this day of __________, 2015.

SURETY COMPANY
(Signature must be notarized)

By: ____________________________
   Its ____________________________

Business Name: __________________

Business Address: _______________

City/State/Zip Code: ______________

Telephone Number: _______________

DEVELOPER/OWNER
(Signature must be notarized)

By: ____________________________
   Its ____________________________

Business Name: __________________

Business Address: _______________

City/State/Zip Code: ______________

Telephone Number: _______________

CITY OF PORT ORCHARD

By: ____________________________
   ________________________________
   Tim Matthes, Mayor

Date: ____________________________

APPROVED AS TO FORM:

______________________________
Carol Morris,
Interim City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual (Form P-1)
_____ Corporation (Form P-2)
_____ Surety Company (Form P-2)
FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON )
COUNTY OF KITSAP ) ss.

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at:

My Commission expires:

March 2015
FORM P-2 / NOTARY BLOCK  (Use For Partnership or Corporation Only)

(Developer/Owner)
STATE OF WASHINGTON
) ss.
COUNTY OF
)

I certify that I know or have satisfactory evidence that __________________________ is the person who appeared before me, and said person acknowledged as the __________________________ of __________________________ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: __________________________

__________________________
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at:

My Commission expires: __________

(Surety Company)
STATE OF WASHINGTON
) ss.
COUNTY OF
)

I certify that I know or have satisfactory evidence that __________________________ is the person who appeared before me, and said person acknowledged as the __________________________ of __________________________ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: __________________________

__________________________
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at:

My Commission expires: __________