prevailing wages are required to be paid

project title: occupancy sensor lighting controls – stations 12, 13, 14, 15, 16, 110, 111, 112, and finance/it building.

your firm expressed interest in submitting a bid on the above-named project. please examine the description of work carefully so that you will be familiar with the requirements of the small works project.

description of work

yes no scope of project

___ ___ 1. provide, install, and calibrate occupancy sensors. contractor to determine correct sensor, power pack, placement, and any other necessary information/items for each room during the site-visit. include any necessary permit fees. see attachment for list of stations/buildings and the rooms to be addressed. if needed, refer to the “occupancy sensor design and application guide” provided by wattstopper.com at http://www.wattstopper.com/getdoc/419/OSappsNewDesignFinal.pdf.

___ ___ 2. contractor and sub-contractors shall meet puget sound energy’s “installation guidelines, requirements & recommendations for small business lighting rebate program.”

___ ___ 3. bids shall include the individual costs per station/building and a total cost of the project. bids will be awarded on total cost of project.
4. Contractor and sub-contractors shall clean and remove all construction debris and any material replaced in the change-over process. In addition, property shall be clean and free of any and all construction material(s) at completion of project.

5. Contractor and sub-contractors shall comply with all Federal, State, and Local Regulations – to include all worker right to know requirements.

6. 100% Performance and Payment Bond required on Projects over $25,000 (under $25,000, bond can be waived if contractor opts for 50% retainage).

All work, equipment and materials shall conform to the current Washington State Standard Specifications.

Bid Proposal must include:

- Contractor’s Name, Address and Phone Number
- Contractor’s State License Number
- Cost of Materials
- Cost of Labor (Dept. of Labor & Industries Prevailing Wage Rates Required)
- Identification of Any Other Charges Listed on Bid
- Sales Tax
- Total Bid Amount

Project Location

Station 12: 12006 214th Ave E, Bonney Lake, WA 98391
Station 13: 800 Harrison St, Sumner, WA 98390
Station 14: 3206 West Tapps Dr, Lake Tapps, WA 98391
Station 15: 1605 210th Ave. E, Lake Tapps, WA 98391
Station 16: 10515 234th Ave E, Buckley, WA 98321
Station 110: 501 Church St, Wilkeson, WA 98396
Station 111: 27723 Sumner-Buckley Hwy, Buckley, WA 98321
Station 112: 2905 Sumner-Tapps Dr, Lake Tapps, WA 98391
Finance/IT House: 8804 Main St, Bonney Lake, WA 98391

Site Visit

Although not mandatory, the contractor is strongly encouraged to visit the site to make certain they are aware of all site conditions.

Engineer’s Estimate

N/A

Addenda
Bidders are responsible to check East Pierce Fire and Rescue’s website for the issuance of any addenda prior to submitting a bid.

**Bid Submittal**

Bids must be submitted on the enclosed Bid Proposal Form and be in an itemized format for all work and materials required to produce the finished product(s). This project is subject to sales tax, which should be listed in the bid as a separate item. The current sales tax rate is:

- Station 12: 9.3%
- Station 13: 9.3%
- Station 14: 9.3%
- Station 15: 7.8%
- Station 16: 8.4%
- Station 110: 7.8%
- Station 111: 8.4%
- Station 112: 9.3%
- Finance Building: 9.3%

Bids must be submitted to Captain Brian Schulz at East Pierce Fire and Rescue, Station 11, 18421 Old Buckley Hwy, Bonney Lake, WA 98391, no later than **12:00 p.m. on Monday, October 18, 2010.**

A formal bid opening will not be held. Upon selection of a contractor, a summary of all bids received for this project will be available on East Pierce Fire and Rescue’s website at [www.eastpiercefir.org](http://www.eastpiercefir.org).

**Prevailing Wages**

This project is subject to all provisions of RCW 39.12. A copy of the applicable prevailing wage schedule will be furnished upon request or can be obtained at Labor and Industries website at [www.lni.wa.gov/TradesLicensing/PrevailingWage/RateDatabase/RatesTrade/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevailingWage/RateDatabase/RatesTrade/default.asp).

No payment shall be issued until East Pierce Fire and Rescue receives a “Statement of Intent to Pay Prevailing Wages” form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor. No final payment or release of any retainage will be made until East Pierce Fire and Rescue receives an “Affidavit of Wages Paid” form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor, and the State Department of Revenue’s Certification of Payment of State Excise Taxes by Public Works Contractor (when required).

**Industrial Insurance (Workers Comp)**

All Contractors and Subcontractors may be required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to comply with the state law may be considered a material breach of this contract.

**Insurance**
Contractor shall procure and keep in force during the term of this contract 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. Prior to the Contractor performing any work under this contract, Contractor shall provide East Pierce Fire and Rescue with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor’s liability policy(ies), naming East Pierce Fire and Rescue, its officers, employees and agents as an Additional Insured.

The Contractor agrees to repair and replace all property East Pierce Fire and Rescue and all property of others damaged by the Contractor, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor’s risk, the Contractor is familiar with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made its bid accordingly and that the Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Business License**
A current Business License is required prior to performing work.

**Bid Award**
The contract for this project will be awarded to the lowest responsible bidder based on the bidder’s ability, capacity, and skill to perform the required work within the specified time, the quality of the bidder’s performance of previous contracts and the bidder’s compliance with laws relating to the contract.

East Pierce Fire and Rescue shall issue a contract to the successful bidder. Work may proceed when the following conditions have been met:

- The contract has been fully executed by both parties
- A Certificate of Insurance together with a CG2010 endorsement or equivalent has been found acceptable by EPFR’s Attorney
- A Performance Bond has been executed
- A Statement of Intent to Pay Prevailing Wages, approved by the State Department of Labor and Industries has been received from the Contractor and each and every Subcontractor

East Pierce Fire and Rescue reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest East Pierce Fire and Rescue.

**Retainage**
Pursuant to RCW 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained.

**Payment Schedule**
Upon completion of the project, East Pierce Fire and Rescue will process a payment to the Contractor in the amount of 95% of the total contract price, provided East Pierce Fire and Rescue has received all approved Intent to Pay Prevailing Wages forms. The remaining 5% shall be held by East Pierce Fire and Rescue for 45 days following East Pierce Fire and Rescues acceptance of the project, or until the East Pierce Fire and Rescues receipt of all approved Affidavit of Wages Paid forms, required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

RCW 39.08.010 states that on contracts of $25,000 or less – at the option of the contractor – the agency may, in lieu of a performance and payment bond, retain 50% of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from DOR and L&I and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

All projects over $25,000 will require a Performance and Payment Bond along with retainage requirements.

**Time of Completion**
Work shall start ten (10) calendar days after execution of the contract and the issuance of a notice to proceed; and shall be completed within thirty (30) working days.

**Contact Person**
Captain Brian Schulz or Asst. Chief Barry Barquest
EAST PIERCE FIRE AND RESCUE
18421 Old Buckley Hwy, Suite F
Bonney Lake, WA 98391
253-863-1800
253-863-1848 (FAX)