

# CITY OF ORTING

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110 Train St SE  
Orting, WA 98360

lhinds@cityoforting.org  
(360) 893-2219 x139

## **BID REQUEST, SPECIFICATIONS AND CONTRACT DOCUMENTS**

Project No.: PW PW2018-02  
Budget Item: 104-594-36-60-01  
Project Name: Cemetery Irrigation Installation (RFP)

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## INVITATION TO BID

Project No.: PW2018-02  
Budget Item: 001-594-36-60-01  
Project Name: Irrigation Design and Installation Contractor for the Orting Cemetery

Proposals are being solicited for an Irrigation System at the Orting Cemetery, in accordance with this Request for Proposal's scope of work, specifications, terms and conditions. Prospective vendors are advised to read this information carefully prior to submitting a proposal.

The City of Orting reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to re-bid, and to accept any proposal that it may deem to be in the best interest of the City.

### **Proposal Submittal Deadline & Location:**

May 1, 2018  
City of Orting 110  
Train St Se  
Orting, WA 98360

### **Email Questions or call to:**

[lhinds@cityoforting.org](mailto:lhinds@cityoforting.org) / (360) 893-2219 x139

### **Mail Proposals To:**

City of Orting  
PO Box 489  
Orting, WA 98360

### **Hand Carry Proposals To:**

City of Orting  
110 Train St SE  
Orting, WA 98360

### **Mark Envelope:**

Attn: Laura Hinds

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## SECTION 1. INSTRUCTIONS TO BIDDERS

### 1.1 PROJECT BACKGROUND

The City of Orting established and created a public cemetery which is known as “The Orting Cemetery” or the “Cemetery.” The Cemetery includes already established water lines, well and pump house for irrigation. The City of Orting is issuing a Request for Proposals (RFP) to all qualified licensed Irrigation Contractors (“IC”) to provide irrigation system design, installation and system testing, as further described at Section 2 of this packet. The irrigation system will serve irrigation to the Cemetery’s 4 acre area.

### 1.2 PROJECT LOCATION

The Orting Cemetery is located at 19600 Orting-Kapowsin Hwy E about 2.7 miles from Orting City Hall, about a 7 minute drive. The site is located on land owned by the City of Orting and sits in a rural surroundings. Access to the site is off of Orting-Kapowsin Hwy E with one entrance and the roads are unpaved. ICs are encourage to visit the site, and shall satisfy themselves as to the site conditions by personal examination of the site prior to responding to this call for proposals.

### 1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in the section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years’ experience and /or approved by manufacturer.
- C. Before submitting a response to this RFP, each contractor will, at the contractor’s own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the work in which the contractor deems necessary to determine its bid for performing the work in accordance with the time, price, and other terms and conditions of the Specifications/Scope of Work and Contract Documents. The contractor shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation.

### 1.4 CONTRACT AWARD

A contract or contracts, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350. Proposals received after the deadline stated herein will not be considered. Final quantities are not known and are subject to Owners approval. The right is reserved by the City to waive any immaterial bid errors or irregularities in the bidding and reserves the right to correct arithmetical errors or discrepancies between unit prices and extended amounts if the intended bid is ascertainable from the face of the bid.

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## SECTION 2. SCOPE OF WORK/SPECIFICATIONS

### 2.1 PRELIMINARY SCOPE OF WORK

- A. The Irrigation Contractor (“IC”) will be responsible for the design, installation, and initial system testing. Shop Drawings of the cemetery’s water line is attached to this as Exhibit A.
1. Construction of the irrigation system will be a One Phase Project, however the system will most likely require 4-6 operational zones, each zone running at separate times.
  2. Well and pump information is referenced below.

### 2.2 REFERENCES

Pump:	Hydroflo 4” pump end
Motor:	5ph. 4” submersible motor
Panel:	pump control panel, 230 volt push button start nema 3R
Well Depth:	259.5’
Water Level:	187-190 ft. deep
Well Capacity:	120 gpm
Area:	4 acres

### 2.3 SYSTEM DESCRIPTION

The City requires an auto-controlled system, with pop-up sprinkler heads that can lower for mowing and landscaping purposes. System shall run daily, after 7pm and before 7am.

### 2.4 SUBMITTALS

Indicate piping layout to water source, location of sleeves under roadway (if necessary) location and coverage of zone tees, components, plant and landscaping, site structures, schedule of outlets and fittings to be used.

### 2.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of concealed components including, but not limited to control valves and piping.
- B. Operation and Maintenance Data:
1. Submit instructions for operation and maintenance of system and controls, seasonal activation and shutdown, and manufacturer’s parts catalog.
  2. Submit schedule indicating length of time each valve is required to be opened to deliver specified amount of water.

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## **2.6 PRE-INSALLATION MEETINGS**

Convene one week prior to commencing Work described in this section.

## **2.7 FIELD MEASUREMENTS**

Verify field measurements are as indicated on Shop Drawings. (Exhibit A)

## **2.8 COORDINATION**

Coordinate the Work with the Public Works Supervisor.

## **2.9 PIPE MATERIAL**

- A. Schedule 80 PVC and fittings

## **2.10 VALVES**

- A. Hunter Valves, control boxes, and sprinkler heads, or equivalent. Dead end sprinkler lines to have self draining heads.

## **2.11 EXAMINATION**

- A. Verify location of existing utilities.
- B. Verify required utilities are available, in proper location, and ready for use.
- C. Verify that source water connection area available, in proper location, and ready for use.

## **2.12 PREPARATION**

- A. Piping layout indicated on Shop Drawings (Exhibit A) is schematic only. Route piping to avoid plants, ground cover, and structures and to provide adequate irrigation where needed.
- B. Layout of stake locations of system components. Verify locations with PW Supervisor or its designated representative before installation of system.

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## **2.13 FIELD QUALITY CONTROL**

- A. Test system for leakage at main piping to maintain 100 psi pressure for one hour.
- B. System is acceptable when no leakage or loss of pressure occurs during test period.
- C. Provide one complete spring season Start-up and Fall season shutdown.

## **2.14 DEMONSTRATION AND TRAINING**

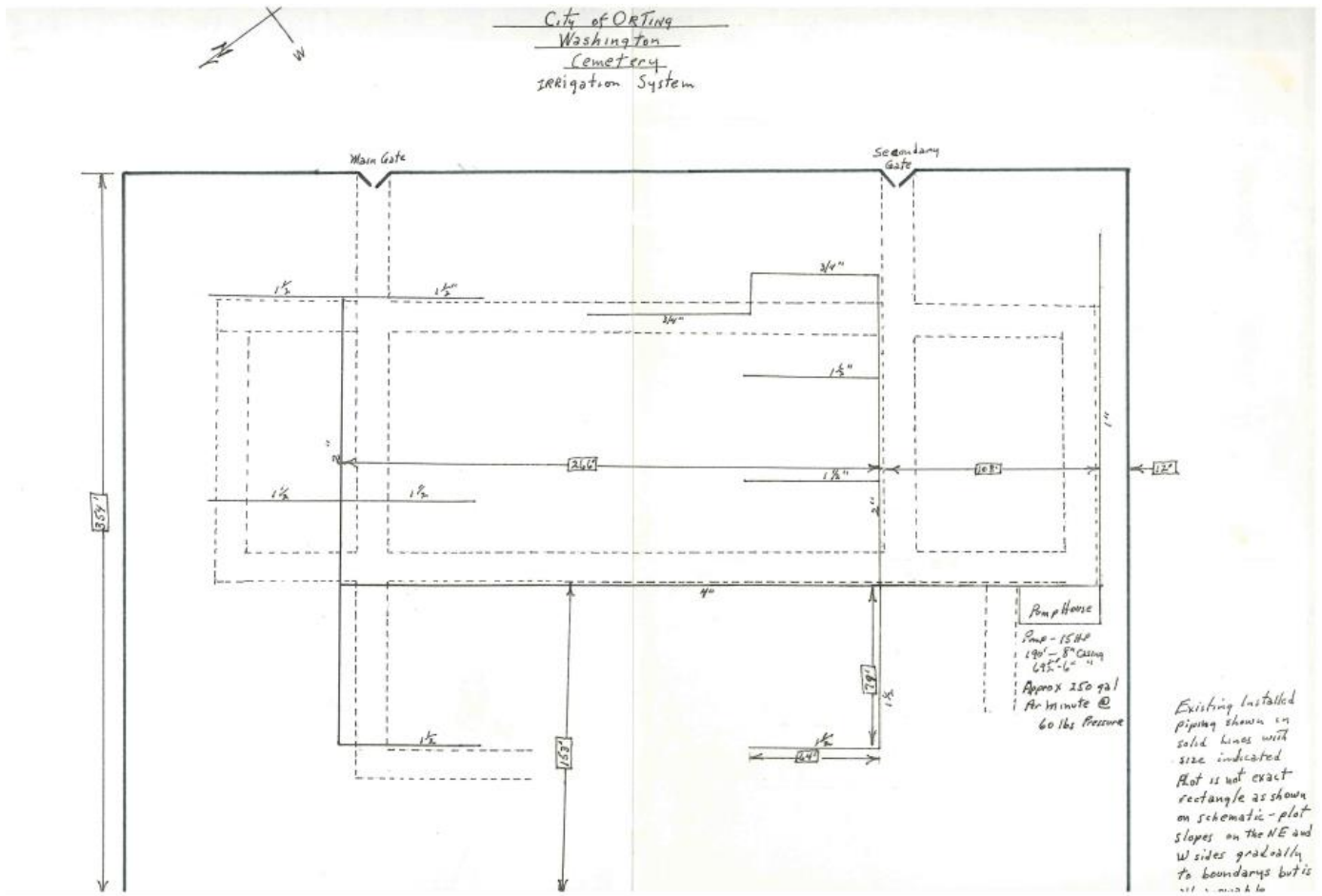
- A. Instruct City of Orting PW Employees in operation and maintenance of system, including adjusting of sprinkler heads. Use operation and maintenance manual as basis for demonstration.

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## EXHIBIT A



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## Section 3 – Bid Price Sheet

Item No.	Description	Unit	Unit Price	Total Price
1	Total Cost of Materials (provide materials list with this bid sheet)	1		
2	Labor			
3	Demonstration & Training			

Sales Tax 9.3% \$ \_\_\_\_\_

Total Contract Price \$ \_\_\_\_\_

Note: Above prices are as estimated per this contract. Unit prices shall remain firm for the contract period.



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## SECTION 4 - CITY OF ORTING Public Works Short Form Contract

Contractor/Vendor Name: \_\_\_\_\_ Project No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Budget Item: \_\_\_\_\_  
\_\_\_\_\_ Project Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_

### AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Orting, hereinafter called "the City," and \_\_\_\_\_, hereinafter called "the Contractor."

The City and the Contractor hereby agree as follows:

#### 1. SCOPE OF WORK.

The Contractor shall perform those services described in the Scope of Work attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

#### 2. TIME OF COMPLETION.

The work shall be commenced \_\_\_\_\_ and be completed no later than \_\_\_\_\_.

#### 3. CONTRACT SUM.

The City shall pay the Contractor for the performance of the work the sum of \$\_\_\_\_\_, plus applicable Washington state sales tax.

#### 4. PAYMENTS.

The City shall make payments on account of the contract at completion of project.

#### 5. ACCEPTANCE AND FINAL PAYMENT.

Final payment shall be due twenty (20) days after completion of the work, provided the contract is fully performed and accepted.

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## **6. GENERAL CONDITIONS.**

The City and the Contractor agree upon the following general conditions which shall govern:

### **A. Contract Documents.**

The contract includes this Agreement, and the Scope of Work and Payment exhibits attached hereto.

The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefor.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

### **B. Materials, Appliances, and Employees.**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality.

Contractor warrants that all workmen and subcontractors shall be skilled in their trades.

### **C. Surveys, Permits, and Regulations.**

The City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

### **D. Protection of Work, Property, and Persons.**

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

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**E. Access to Work.**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

**F. Changes in the Work.**

The City may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be in writing before executing the work involved.

**G. Correction of Work.**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the contract and final acceptance of the work by the City, unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by the Contractor to the City. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

**H. City's Right to Terminate Contract.**

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

**I. Payments.**

Unless payment is made pursuant to Section 4, Payments shall be made as provided herein by this reference as if fully set forth. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to the subcontractors.

**J. Contractor's Liability Insurance.**

The CONTRACTOR shall provide insurance coverage at the contractor's cost that shall be maintained in full force and effect during the term of this contract, as follows:

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The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Orting, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The city of Orting does not waive its right to subrogation against the contractor, and the policy shall be so endorsed. CONTRACTOR shall instruct the insurers to give the City of Orting, at least 30-days advance notice of any insurance cancellation.

1. The CONTRACTOR shall submit to the City of Orting, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.
2. The contractor shall obtain at the contractor's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers compensation) shall have a minimum A.M. Best rating of 'A' VII or better.
3. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
4. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resource to any remedy available at law or in equity.
5. **Minimum Scope of Insurance** CONTRACTOR shall obtain insurance of the types described below:
  - a. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. In necessary, the policy shall be endorsed to provide contractual liability coverage.
  - b. **Commercial General Liability** insurance shall be written on ISO occurrence, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall endorsed to insurance for liability arising from explosion, collapse or underground property damage. The City shall be

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named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- c. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
- 6. Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
- a. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - b. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products – completed operations aggregate limit.
  - c. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Orting will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.
  - d. **Workers Compensation** with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
- 7. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:
- a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
  - b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.
- 8. Contractor's Insurance for Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's

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employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

**K. Performance Bond.**

The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the contract amount as retainage for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.

**L. Liens.**

The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.

**M. Separate Contracts.**

The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.

**N. Attorneys' Fees and Costs.**

In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

**O. Cleaning Up.**

The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean.

**P. Indemnification.**

The Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by an act, omission, or failure of the Contractor, its officers, agents, and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents, and employees, the Contractor expressly waives

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its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties. This Section shall not apply to any damage resulting from the sole negligence of the City, its agents and employees. This obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor, its officers, agents, and employees.

**Q. Prevailing Wages.**

The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.

**R. Discrimination Prohibited.**

The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

CITY OF ORTING

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_