



Request for Bids

Whittier Park Sprinkler System Installation

The City of Fircrest Parks and Recreation Department is requesting bids from qualified contractors for the installation of Sprinkler System designed by WinSupply.

Whittier Park Sprinkler System at 921 Contra Costa Avenue, Fircrest, WA 98466

INSTRUCTIONS AND GUIDELINES

Bid proposals will be received for the installation of the Whittier Park Sprinkler System. All bids are based on the specifications included in this packet.

1. City of Fircrest will award the selection based on the guidelines below.
2. Bid proposals should be mailed or hand delivered to:
City of Fircrest
Jeff Grover
115 Ramsdell Street
Fircrest, WA 98020

Bid proposals must be received by April 22, 2019, 5:00 p.m. in order to be considered.

3. The installation of the Whittier Park Sprinkler System must match the Instructions and Guidelines in this bid.
4. Questions concerning the specifications should be directed in writing to Jeff Grover at jgrover@cityoffircrest.net
5. Area of Work:
Whittier Park
921 Contra Costa Avenue
Fircrest, WA 98466

RESERVATIONS

The City reserves the right to cancel or reissue the bid or to revise the timeline at any time. The City reserves the right to reject any and all bids and to waive minor irregularities in the bid process. The City may accept any bid if such action is believed to be in the best interest of the City.

PROPOSED CONTRACT

A proposed contract is provided as an attachment with this bid. It is important that each Bidder review the Agreement prior to submitting a bid, particularly the Scope of Work. The City typically does not accept changes to the Agreement's terms and conditions. Should the Bidder wish to propose changes to the Agreement's terms and conditions, the desired changes must be identified in the bid. The City is under no obligation to accept such proposed changes and may reject a bid based on proposed changes unacceptable to the City.

The City will verify Bidder representations that appear in the bid. Failure of a Bidder to perform services as represented may result in elimination of the Bidder from further competition or in termination of the Agreement, consistent with the terms of the Agreement.

NON-DISCRIMINATION

The firm/individual shall comply with all applicable nondiscrimination, equal opportunity, minority and women's business enterprises and fair labor standards requirements, and all other applicable City, State of Washington, and Federal laws and regulations.

NON-ENDORSEMENT

As a result of the selection of a firm/individual to supply products and/or services to the City, firm/individual agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION

Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the firm/individual has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the firm/individual ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

PUBLIC RECORDS

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this bid (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court

order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

INSURANCE

The contractor shall be responsible for maintaining, during the term of the contract and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The contractor shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the contractor shall take out and maintain in full force and effect the following insurance policies:

- A. Comprehensive public liability insurance, including General Liability, insuring the City and the contractor against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the contractor of its obligations hereunder, with minimum liability limits of at least \$3,000,000 combined single limit for personal injury, death or property damage in any one occurrence.
- B. Auto Liability insurance with limits of at least \$3,000,000 per accident.
- C. Such workmen's compensation and other similar insurance as may be required by law.

Any payment of deductible or self-insured retention shall be the sole responsibility of the contractor. City shall be named as a primary non-contributory additional insured on the General Liability policies described above.

The insurance policies shall:

1. state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
2. shall be primary insurance with regard to City; and
3. shall state that the City will be given at least 30 days prior written notice of any cancellation, suspension or material change in coverage.

The limits of liability required above are minimum required limits only and do not relieve the Consultant of claims that may exceed these minimum limits.

INDEMNIFICATION

With the exception of the sole negligence of the City, the contractor shall protect, defend, indemnify and hold harmless the City, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of or resulting from the acts or omissions of Contractor, its officers, and employees and its agents in performing the contract.

PERMITS AND LICENCES

The contractor shall have sole responsibility at its expense for obtaining all permits and licenses to carry out the services to be performed under the contract.

COMPLIANCE WITH LAWS

The contractor shall comply with applicable federal, state, and local laws, regulations, and ordinances that are in effect at the time of performance.

TAXES

The contractor shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

SCOPE OF WORK

1. Scope of Work

Project shall include all labor, equipment and materials necessary to install the Whittier Park Sprinkler System. Contractor shall obtain and pay for any and all permits, fees, or licenses required to perform the work. Connection to existing water main done by the City. Everything from the meter forward will be done by Contractor.

2. Location

The work address is 921 Contra Costa Avenue, Fircrest, WA 98466.

3. Authorized Work Days and Hours

Work on the Project shall be scheduled for weekdays, excluding holidays, Monday through Friday, 7:00 a.m. to 5:00 p.m.

4. Work Schedule

The Contractor will work with the City of Fircrest to establish a project schedule to be completed before June 28, 2019.

5. Public Notification and Safety

Contractor to post signs at least 48 hours in advance, at Whittier Park informing residents the date that the courts will be closed. Contractor shall take all necessary precautions to protect the public including staff to keep park users away from contractor trucks and equipment and provide all traffic control required to perform the work.

6. Sprinkler System Materials

Contractor shall submit list of proposed materials to be used for approval in advance of application. Contractor must use Rain Bird valves and rotors.

7. Prevailing Wages

This project is a prevailing wage job.

8. Sprinkler System Installation

- A. Contractors shall install sprinkler system in accordance with WinSupply Design Document.
- B. Contractor to furnish all labor, equipment, and materials necessary to complete the sprinkler project shown on the WinSupply Design Document.

9. Cleanup

Contractor shall clean up or repair any damage to park.

WHAT TO SUBMIT WITH THIS BID

- A. Cost broken down into two categories: 1) Labor, and 2) Materials.
- B. List of references in Washington State.
- C. Warranties and guarantees for work and material.

BIDS

The budgeted amount for this project is \$40,000 including tax & installation.

Subcontractor List and Non-Collusion Affidavit Note that each document included in this section must be included in bid proposal document.

Bid Proposal to Install Whittier Park Sprinkler System

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Fircrest (“City”) for the above referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

- 1. Base Bid. Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price (“Base Bid”):

Labor: _____ Dollars (\$ _____)

Materials: _____ Dollars (\$ _____)

- 2. Addenda. Bidder acknowledges receipt of the following addenda:

Addendum: Date Received: Addendum: Date Received:

#01 _____ #05 _____

#02 _____ #06 _____

#03 _____ #07 _____

#04 _____ #08 _____

- 3. Bidder’s Warranties. By signing and submitting this Bid Proposal, Bidder warrants the following:

3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents.

3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

3.3 Bidder is fully qualified to perform the Work.

3.4 Bid has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

- 4. Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:

4.1 Enter into a Contract with The City in accordance with the terms of this Bid Proposal, by signing and submitting to The City the Contract form included with the Contract Documents; and

4.2 Submit to The City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

This Bid is hereby submitted on _____, 20__:

s/ _____

Name and Title [print]

Company Name License # and Classification

Address Phone

City, State, Zip Fax

ATTACHMENTS

- Sample Contract
- Bid Schedule
- Subcontractor List
- Non-collusion Affidavit
- Verification of Ability to Meet Minimum Insurance Requirements
- WinSupply Sprinkler Design

All proposals are to be returned to Fircrest Parks and Recreation Department, Attention: Jeff Grover, Parks and Recreation Director at 115 Ramsdell Street, Fircrest WA 98466 no later than 5:00 p.m. on Monday, April 22, 2019.

If you have any questions, please contact Jeff Grover, Parks and Recreation Director at jgrover@cityoffircrest.net or call (253) 238-4160.

Sincerely,

Jeff Grover
City of Fircrest
Parks and Recreation Department

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ___th day of _____, 2019 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Contractor is retained by the City to _____.

3. SCOPE OF SERVICES

The Contractor agrees to perform in a good and professional manner the tasks described in Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference. The Contractor agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit A. The Contractor shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City. 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 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.

4. ASSIGNMENT

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

5. HEIRS, SUCCESSORS AND ASSIGNS

The Contractor for himself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all covenants herein upon the part of the Contractor.

6. NON-WAIVER

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

7. TERMS OF AGREEMENT AND COMPLETION

Contractor shall complete all work required under the terms of this Agreement to complete the final plans, specifications, estimates, and bid documents on or before June 28, 2019. The City may terminate this Agreement upon not less than seven (7) days written notice to the Contractor if the services provided for herein are no longer needed from Contractor. If the work is not completed by Contractor in the time specified above, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of \$ _____, whichever is greater, for each calendar day of delay until the Work is completed and accepted, and that the Contractor shall be liable for the total amount thereof, and that the City may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor. This liquidated damages provision shall apply to

all delays of any nature whatsoever, save and except only delays found by the City to be unavoidable, or time extensions granted in writing by the City.

8. LUMP SUM PRICE

The City hereby 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 the above described work and to complete and finish the same according to the attached specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached specifications for the lump sum price of \$_____, at the time and in the manner and upon the conditions provided for in this contract.

9. COMPENSATION

Contractor shall be compensated for the work in an amount not to exceed \$_____ for the work specified in Exhibit A, including direct costs. Contractor will regularly update the City relative to progress and the estimated cost of completing the same. Contractor will not provide services exceeding said budget unless otherwise authorized by the City in writing. Payment for work performed shall be in accordance with Contractor's rate schedule in Exhibit B.

10. PERFORMANCE AND STANDARDS

Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Contractor shall, without additional compensation, correct or reverse any errors or omissions in such work.

11. HOLD HARMLESS, DEFENSE, AND INDEMNITY

With the exception of the sole negligence of the City, its employees, or elected officials, the Contractor shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of all work, injuries, or property damage pursuant to this agreement, buildings, parking, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

12. INSURANCE

Contractor shall be responsible for maintaining, during the term of the contract and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The contractor shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the contractor shall take out and maintain in full force and effect the following insurance policies:

- A. Comprehensive public liability insurance, including General Liability, insuring the City and the contractor against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the contractor of its obligations hereunder, with minimum liability limits of at least \$3,000,000 combined single limit for personal injury, death or property damage in any one occurrence.
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Any payment of deductible or self-insured retention shall be the sole responsibility of the contractor. City shall be named as a primary non-contributory additional insured on the General Liability policies described above.

The insurance policies shall:

1. state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
2. shall be primary insurance with regard to City; and
3. shall state that the City will be given at least 30 days prior written notice of any cancellation, suspension or material change in coverage.

The limits of liability required above are minimum required limits only and do not relieve the Contractor of claims that may exceed these minimum limits.

13. CONTRACTOR'S REPRESENTATIONS

The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

14. COMPLIANCE WITH LAWS

The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Contractor agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

15. TERMINATION

If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all work performed to the date of termination.

16. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

17. STATUS OF CONTRACTOR

Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

18. COMPLIANCE WITH LAWS AND REGULATIONS

In addition to nondiscrimination and affirmative action compliance requirements previously listed, Contractor shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects. Contractor shall comply with approved

City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

19. TAXES

Contractor shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

20. SAFETY REQUIREMENT

All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

21. NON-DISCRIMINATION

The Contractor agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Contractor understands that if it violates this provision, this Agreement may be terminated by the City and that the Contractor may be barred from performing any service for the City now or in the future.

22. NON-ENDORSEMENT

Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

23. NON-COLLUSION

Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the firm/individual has not induced or solicited others to submit a sham offer, or to refrain from proposing.

24. PUBLIC RECORDS

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this bid (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

25. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

26. INTEGRATED AGREEMENT

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this _____ th day of _____, 2019

CITY OF FIRCREST

CONTRACTOR

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

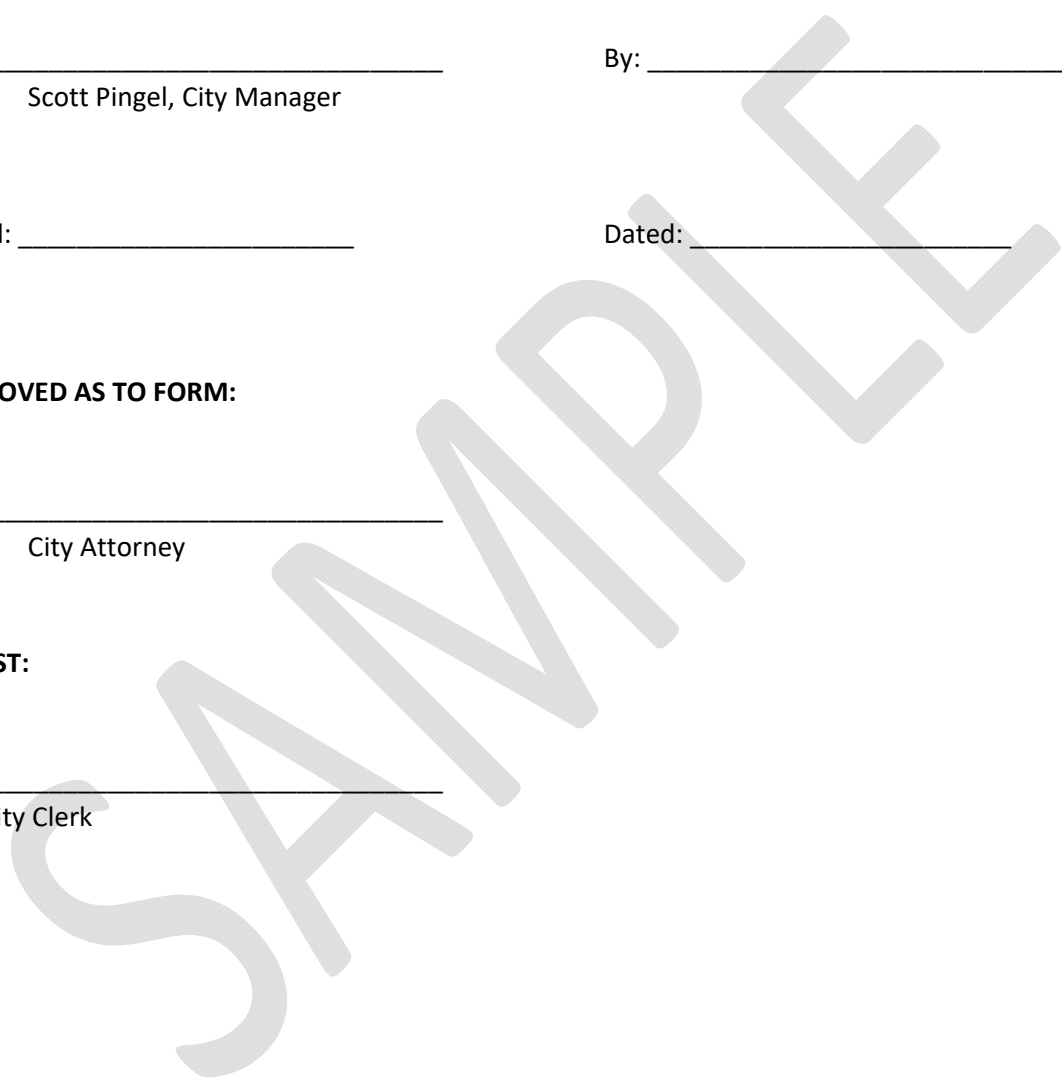
Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk



Whittier Park Sprinkler System

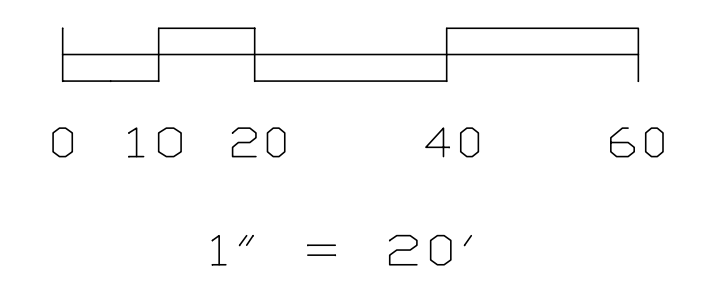
Bid Schedule

4.22.19	Bid Proposal Deadline
4.23.19	Bid Opening
4.23.19	Interview Firms
5.14.19	Award contract at Council Meeting

New Water Source
 Main Pipe Information
 Pipe Material: 4 inch water
 Pipe Size: 4
 Service Line Information
 Pipe Material: Schedule 40
 Pipe Size: 4
 Velocity: 5
 Recommendations
 Recommended Pipe Size: 4
 Available Working Pressure: 82.5

Irrigation

Qty	Symbol	Description
3	●	Rain Bird 8005 10 - 8005
50	●	Rain Bird 8005-20 - 8005
1	●	Wilkins 350 - 2 1/2"
10	●	Rain Bird 300-BPE Angle
	●	Rain Bird 300-BPES Globe MASTER VALVE
	▲	Rain Bird ESPLXMEF-12
	●	Rain Bird 7
	▲	Rain Bird FS300P
	■	4 inch meter
1500 (ft)	—	Lateral - Schedule 40 3"
76.96 (ft)	—	Lateral - Schedule 40 4"
640 (ft)	—	Lateral - Schedule 40 2 1/2"
618.2 (ft)	—	Lateral - Schedule 40 2"
938.57 (ft)	—	Lateral - Schedule 40 1 1/2"
306.7 (ft)	—	Mainline - Schedule 40 4"



SHEET:	SCALE:	DRAWN BY:	DATE:	REVISIONS:
				03 06 2019
1 OF 1	1" / 20'	DEC	JOB #:	PROJECT:
				WHITTER PARK
		CHECKED BY:		

PROJECT:
WHITTER PARK

TACOMA WINSUPPLY
 1114 SOUTH 30TH
 TACOMA, WA 98409
 253 272 8445