



CITY OF PROSSER

Washington

601 7th Street
Prosser, WA 99350
(509)786-2332
Fax (509)786-3717
www.cityofprosser.com

REQUEST FOR PROPOSAL (RFP)

This document contains a Request for Proposal (RFP) to surface prepare and paint the exterior of the 3mg Reservoir at the City Water Treatment Plant (WTP). The information obtained from this proposal will be used by the City of Prosser as a basis for awarding this project to the lowest and most responsible bidder.

3MG RESERVOIR PAINTING - WTP **Project No. 2020-19 PW** **Maintenance Project**

Sealed Bids Due:

By 3:00 p.m. on Thursday September 17, 2020



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Notice to Contractors 3mg Reservoir Painting – WTP

Notice is hereby given by the undersigned that sealed proposals will be accepted in the office of the Prosser City Clerk, Prosser City Hall, 601 7th Street, Prosser, Washington, 99350 until the hour of 3:00 p.m., Thursday September 17, 2020, for:

3mg Reservoir Painting – WTP

Proposal forms and Specifications are available in the office of the City Clerk, City Hall, Prosser, Washington. Phone: (509) 786-2332 or at the City's webpage at www.cityofprosser.com

This advertisement does not constitute any offer on the part of the City, rather it is placed only in order to solicit proposals. Women and Minority Vendors are encouraged to submit a proposal. The City of Prosser reserves the right to reject any and all proposals.

Dated this 26th day of August, 2020.

A handwritten signature in blue ink that reads "Rachel M. Shaw".

Rachel Shaw, CMC
City Clerk

Publish on Wednesday, September 2, 2020



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Time, Place, Submittal and Questions

1. The Contractor shall complete and submit one (1) original of the proposal documents.
2. To be considered, sealed proposals must be received by mail or may be placed in the night drop box at the **City Clerk's Office, Prosser City Hall, 601 7th Street, Prosser, WA 99350; and be received no later than 3:00 p.m. Prosser time on Thursday, September 17, 2020.** There will not be a public bid opening, rather, staff will review the proposals received and recommend a contract to Council for award to the lowest responsive bidder.
3. The Contractor(s) shall identify his proposal on the outside of the envelope by writing the words:

**-Do Not Open-
3mg Reservoir Painting
3:00 p.m., Thursday, September 17, 2020**

4. Questions regarding any aspect of the proposal documents shall be directed to:

**Andrew Robinson, Water Supervisor
Phone: 509-786-7303**

5. **Proposal Conditions:** The City of Prosser, hereinafter referred to as "City", is soliciting requests for proposals (RFP) from qualified Paint Contractors to surface prepare and paint the exterior of the 3mg Reservoir at the Water Treatment Plant (WTP). The City will award a contract to the lowest and most responsible firm, hereinafter referred to as "Contractor". The City reserves the right to award to other than the low bidder.
6. **NON-COLLUSION:** Submittal of an offer swears that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
7. **NON-SEGREGATED FACILITIES:** Contractor agrees that the company does not maintain or provide for employees any segregated facilities, and that the Contractor does not allow employees to perform services at any such facility. Contractors agree that a breach of this shall constitute a contract violation.
8. **CORPORATE PRINCIPAL:** Offers shall be signed by an individual who is named in the business to have such authority, according to the business governing body and by-laws.
9. **BONDS AND RETAINAGE:** The Contractor agrees to sign the attached Declaration of Option for Performance Bond or Additional Retainage form for Contracts Under \$150,000 or over \$150,000. The form must be completed and submitted to the City of Prosser at the time the Contractor executes the Contract. The Contractor agrees that the City is bound by the provisions of RCW 60.28.011 regarding retainage.



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10. **SIGNATURES:** An Offer submitted by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a proposal or contract is signed by an agent, he shall furnish satisfactory evidence of his authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
11. **RIGHT TO REJECT QUOTES:** The City reserves the right to reject any or all bids or quotes, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of the City.
12. **RESPONSIBLE BIDDERS:** The City shall consider only responsible contractors. The following will be used to evaluate contractor responsibility. Responsible contractors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and quality to determine responsibility. No Offer shall be submitted by any Contractor if any owner has been convicted within the past ten years of a crime that impugns honest or integrity, or if the contractor has unsatisfied tax or judgment liens. **Contractors shall submit certification through sworn statement under penalty of perjury that he/she is not a willful violator of labor laws as per RCW 49.48.082.** Contractors must have the specified insurance by the time of award, must have a Contractors license if appropriate to the work at the time of bid submittal, and must indicate satisfactory business experience. **Contractors shall provide proof that he/she has received training, provided by the Department of Labor and Industries (L&I) or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. Contractors that have completed three or more public works projects and maintained a valid business license in the State of Washington for at least three years are exempt from this requirement.** Other factors such as delivery, materials, quality, equipment and other factors not named may also be considered to determine responsibility, in accordance with City ordinance. The City reserves the right to use any information, whether supplied through the Offer or otherwise obtained, in determining responsibility.
13. **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** No oral interpretations will be made to any Bidder as to the meaning of the Bid or contract documents; and any oral communication is not binding upon the City. Requests for an interpretation shall be made in writing to the City at least 5 days prior to the bid due date. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents and when issued will be sent as promptly as practical to all parties to whom the Bid documents have been issued. All such addenda shall become part of the quotation package.
14. **INCURRED COSTS:** The City will not be liable in any way for any costs incurred by respondents in replying to this request.
15. **WITHDRAWAL OF OFFER:** Bidders may withdraw Offers before the offer deadline.



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16. **ALTERATION OF OFFER:** An Offer already turned into the City may be changed by requesting a change in writing, if it is received before the Offer deadline. Changes shall be signed by the person authorized to submit Offers on behalf of the firm.
17. **BUSINESS REGISTRATION:** Contractors awarded a City contract are responsible for compliance with PMC Chapter 5.04 regarding possession of a City of Prosser business license. Contractors may call the City (509-786-2332) for more information about obtaining a City business registration.
18. **ADDENDA:** If the City issues an amendment to these instructions, you must acknowledge that on your Offer sheet so we know you have received and considered that amendment when you sent in your Offer. If you do not indicate receipt of Addenda, the City will assume that you have received, considered and Bid with all addenda known, OR the City may reject the Bid.
19. **NONRESPONSIVE OFFER:** Any Offer that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or has an incomplete Offer, may be declared non-responsive by the City.
20. **ALL OR NONE BIDS:** "All or none" Bids are required. No exceptions or alterations will be accepted.
21. **BID AWARD:** The City shall award to the lowest responsive and responsible bidder.
22. **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS:** The submission of an Offer constitutes acknowledgement upon which the City may rely, that the Bidder thoroughly examined and is familiar with the Bid, specifications and contract documents, is familiar with appropriate worksites, reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received and considered all Addenda. Failure or neglect of a Bidder to examine such documents work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed contract furnished to the successful bidder results in a binding contract without further action by either party.
23. **BID PRICE:** The Offer provided on the Offer Sheet shall include everything necessary for the prosecution and completion of the contract including, but not limited to, furnishing all materials, equipment, tools, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Prospective Bidders should indicate in their Bid the address to which payment should be mailed, if such address is different than that shown for the Bid.



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24. **NEW OR USED:** It is determined that by submission of this Offer, the Contractor states that any equipment utilized are of new manufacture, unless otherwise specifically stated or called for in the Bid.
25. **ERRORS AND OMISSIONS:** The City will not consider a claim of an error in an Offer unless the claim is presented in writing within 24 hours after the Bids are opened. Additional, the Bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than 48 hours after the Offers are opened.
26. **GIFTS AND GRATITUDES:** The Contractor and the City must comply with the Terms and Condition stated in the contract document attached, prior to and throughout the bid, award and contract process.
27. **PUBLIC INFORMATION:** All bids are public information once quotations are tabulated and posted for public information.
28. **PROTESTS:** A protest procedure is available to Bidders who submitted a quote. Interested Bidders may submit protest to conditions that are stated in this document, if protested no later than 3 complete business days prior to Bid submission deadline. Following that date, Bidders that have not indicated a formal protest to the conditions, terms, decisions or approach shall waive their right to protest such issues. Following notice of the apparent successful Bidder, Bidders are allowed three (3) business days to file a protest of the acquisition with the City. Such protests may be regarding issues of award, but all issues regarding the specifications, structure, term or conditions, or anything described herein, must have been previously filed as described above. After the three- (3) business day period, Bidders waive the right to protest, and the City will proceed immediately to award. Bidders protesting must provide a written and signed statement by the protesting party. The protest must state the grounds for the protest with the specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested must also be stated. Only protests stipulating an issue of fact concerning the following subjects shall be considered:
- A matter of bias, discrimination, or conflict of interest on the part of the City;
 - Errors in computing score;
 - Non-compliance with procedures on the part of the City.

Upon receipt of protest, the City will hold a protest review. All available facts will be considered and the City will issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event that protest may affect the interest of another Bidder who submitted a Bid, such Bidders will be given an opportunity to submit its view and any relevant information on the protest to the City.

The final determination of the protest shall either: Find the protest lacking in merit and uphold the City's action; or



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- Find only technical or harmless errors in the City acquisition process and determine the City to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and provide the City options for correction including correcting the errors and re-evaluating the Bids, and/or reissuing the solicitation to being a new process; or make other findings and determine other courses of action as appropriate.

If the City determines that the Protest is without merit, the City will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will take place.

SCOPE OF WORK

The City of Prosser is seeking quotes from qualified Paint Contractors to surface prepare and paint the exterior of the 3mg Steel Reservoir at the City Water Treatment Plant (WTP). This work is considered exterior preventative maintenance of the water reservoir. The object of the following specifications is to provide the material and workmanship necessary to produce a quality coating system on the exterior of the reservoir. All painting work shall be implemented in accordance with the paint manufacturer's recommendations in a manner that is satisfactory to the City.

QUALITY OF PAINT

The paint product mentioned in the following specifications is set up as a standard of quality. The standard "or approved equal" clause shall apply. If the Contractor requests a substitution paint to be considered, he/she must submit the request for approval five (5) days prior to the bid opening date. Each request shall include the name of the proposed specified paint being requested; a complete description of the proposed substitute paint, test data with ASTM of the following performance criteria included in these specifications, and any other information necessary for an evaluation. The decision of the City of Prosser Public Works Director or the City's Consulting Engineer regarding approval of the proposed substitution will be final.

COATING SYSTEMS PERFORMANCE

Exterior Coating, Finish

A. QUV Exposure, per ASTM D4587: (UVA-340 bulbs, Cycle 4: 8 hours UV/4 hours condensation).

No blistering, cracking or chalking. No less than 61% gloss retention (31.4 units

gloss change) and 1.89 DEFMC2 (MacAdam units) color change after 25,000 hours exposure.

B. Per ASTM D4141, Method C (EMMAQUA)

No blistering, cracking or chalking. No less than 98% gloss retention, no more than 1 unit gloss loss and no more than 0.18 DEHunter color change after 2,000 MJ/m² (88,095 MJ/m² total) EMMAQUA exposure.

C. Per ASTM D4141, Method C (EMMAQUA):

No blistering, cracking or chalking. No less than 84% gloss retention, no more than 13 units gloss loss and no more than 0.41 DEHunter color change after 3,500 MJ/m² (128,951 MJ/m² total) EMMAQUA exposure.

D. Cleanability MIL-PRF-85285D Section 4.6.13.



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Series 20 Pota-Pox/Series 701 HydroFlon applied to aluminum panels and cured 30 days at 75°F (24°C). No less than 99% cleaning efficiency, average of two tests.

All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the City of Prosser Public Works Director or his designee.

The Contractor shall submit to the City of Prosser Public Works Director, immediately upon completion of each coating, certification from the paint manufacturer indicating that the quantity of each coating applied was sufficient to coat the exterior surface of the 3mg Reservoir.

APPLICATION OF PAINT

The Contractor shall apply each coating in accordance with these specifications and the paint manufacturer's recommendations. The Contractor shall apply the coating at the specified thickness and shall apply additional coats as necessary to achieve the specified total coating thickness. Correction of film thickness deficiency by application of additional coat(s) shall be at no additional cost to the City of Prosser. All paint shall be applied in accordance with the manufacturer's data sheet and container label outlining recommended minimum and maximum surface, air, and moisture conditions required for application. Application of coating shall be by spray method and/or by rolling and brushing if weather conditions require. Each application of coating or paint shall be applied evenly, free from brush marks, sags, runs, and with no evidence of poor workmanship. If weather conditions require rolling and brushing of exterior surfaces to eliminate potential drifting of paint, there shall be no additional compensation allowed. The Contractor is responsible for cleaning and/or replacing existing structures, equipment, vehicles, etc. damaged or marred by the painting operation.

Protective coverings or drop cloths shall be used to protect concrete, floors, fixtures, and equipment. Care shall be exercised to prevent coatings or paints from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which materials cannot be removed satisfactorily shall be re-coated or repainted as required to produce a finish satisfactory to the City of Prosser Public Works Director or his designee.

EXTERIOR SURFACE PREPARATION

All vents shall be covered prior to surface preparation and painting to prevent foreign material from entering the reservoir and possibly contaminating the water. Covering of vents and temporary shutdown of the reservoir shall be coordinated with the City of Prosser Water Supervisor to prevent damage to the tank and appurtenances. The Contractor is advised that existing exterior coating materials have not been tested for the presence of heavy metals. The Contractor is responsible for sampling and testing existing materials prior to beginning removal, if necessary. The Contractor is also responsible for proper containment, collection, testing, and disposal of any hazardous waste materials.

Exterior: All exterior existing coated surfaces shall receive a high-pressure wash -- 3,000 PSI at 3.5 gallons per minute minimum. Contractor is to establish the surface to be clean, dry and free of all contaminants, to include chalking, reference ASTM 4214 Evaluation of degree chalking rating of 10. The Contractor shall take precautions not to damage or remove tightly adherent paint or primer in preparing the exterior surface



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of the reservoir for painting. If the pressure rating and washing distance for the high-pressure washer removes tightly adherent paint or primer, then the Contractor shall reduce the pressure and/or change the spraying distance from nozzle to reservoir at the Owner's immediate request such that the existing paint systems remains intact. The request and the Contractor's compliance to and performance of same shall not be considered a change of condition and as such will not be subject to any additional monies to the Contractor. All pitted and rusted areas shall receive a Power Tool Cleaning in accordance with SSPC SP-11. All "popped" or loose paint and rusted areas shall be sanded to remove all loose or flaking paint.

EXTERIOR COATING SYSTEM

Exterior coating system includes, coating of anchor chairs, bolts, piping, vents, conduits, ladders, platforms, walkways, and other tank steel appurtenances. The new coating system is intended to be applied without removing the existing exterior coating. A prime coat is only required for spot repair areas.

COATING SYSTEM FOR EXTERIOR STEEL

- A. Spot Prime (Bare Steel): Prepared bare steel surfaces with one coat of Tnemec Series 27 Typoxy at 3.0 to 5.0 mils dry film thickness.
- B. Spot Prime (Exposed Epoxy): Prepared surfaces with one coat of Tnemec Series 73 EnduraShield at 3.0 to 5.0 mils dry film thickness.
Non-skid surface treatment shall be installed on tank roof from access platform to center vent, 3'-0" minimum width. Clean 50-60 mesh dry, washed silica sand shall be broadcast into wet freshly applied 5 mils wet Tnemec Series 73 EnduraShield coat to create non-skid surface. Remove all loose material prior to installation of finish coat.
- C. Finish: All prepared surfaces with one coat of Tnemec Series 701 Hydroflon at 2.0 to 3.0 mils dry film thickness. Finish coat is to be monolithic and pin hole free.
Finish coat color to be Tnemec No. 04BR Desert Sands
NOTE: Minimum dry film thickness shall be 2.0 mils, 5.0 mils in spot primed areas.

3MG RESERVOIR DEMENSIONS

The 3mg Reservoir, at the City WTP, is: 104' diameter, 48' height.

The Contractor shall schedule a site visit, at the Reservoir, prior to the RFP due date to collect any measurements he/she might need and to inspect access in and around the reservoir. The site visit shall be scheduled with the City **Water Supervisor, Andrew Robinson**. Andrew can be reached at (509) 786-7303 between the hours of 8:00 am – 4:30 pm Monday through Thursday.

All materials, tools, labor, and equipment needed to complete the required work as outlined shall be included in the Lump Sum price for "Reservoir Painting", per Lump Sum". All questions regarding this work shall be directed to: **Andrew Robinson, Water Supervisor**.



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Proposal and Contract City of Prosser

Vendor Information: Name: Address: Phone: Fax: Email:	Project Name: 3mg Reservoir Painting – WTP Project No.: 2020-19 PW Terms:	
	Accepted by Contractor:	Accepted by City:
City Information: City of Prosser Finance Department 601 7th Street Prosser, WA 99350 Ph: 509-786-2332 Fx: 509-786-3717	_____ Authorized Representative	_____ Authorized Representative
	_____ Printed Name	_____ Printed Name
	Date: _____	Date: _____
	_____	_____

Send Contract Information & Billing to:

City of Prosser, Finance Department.
 601 7th Street
 Prosser, WA 99350

Phone: 509-786-2332
 E-mail: accountspayable@cityofprosser.com



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Description	Price per Lump Sum
<p>Project Name: 3mg Reservoir Painting - WTP</p> <p>Scope of Work: Document "Public Works Request for Proposal" is attached and is incorporated by reference. The "Scope of Work" section of the document outlines the scope of work for this project.</p> <p>Reservoir Painting, per "Lump Sum".</p> <p>Start Date: _____ Completion Date: _____</p>	
<p>See Terms and Conditions</p>	<p>Total Amount</p> <p>Tax Rate = 8.6% Tax</p>
	<p>Purchase Price</p>



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This Public Works contract includes the following terms and conditions as well as the information contained on the front side of this form.

(1) **ENTIRE AGREEMENT:** The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

(2) **CHANGES:** No alteration in any of the terms, conditions, price, product, quality or specifications of this contract will be effective without written consent of the Project Manager,

(3) **TAXES:** Unless otherwise indicated, the Contractor agrees to pay all State of Washington sales or use tax. (location code 0303)

(4) **BUSINESS REGISTRATION:** The Contractor is required to submit proof of a City business registration within ten (10) days of contract award. Failure to provide proof of a business registration may delay payment of invoices.

(5) **REJECTION:** All materials and/or services purchased herein are subject to approval by the purchaser. Any rejection of materials or services because of nonconformity to the terms and specifications of this contract will be at the Contractor's risk and expense.

(6) **WARRANTY:** The Contractor shall and hereby does warranty the work for a period of one (1) year after the date of final acceptance of the work by the City of Prosser. The Contractor shall repair or remove and replace any work that is found to be defective in workmanship and/or materials without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect expected.

(7) **WASTE MATERIAL:** Contractor shall comply with all Federal, State and Local environmental health rules and regulations. If the Contractor has questions regarding compliance with such laws, Contractor shall contact the City at (509) 786-2332. All refuse and waste material shall be disposed of, by the Contractor, off the Owner's property at the Contractor's expense. The Contractor shall immediately clean up any spilled material from Owner's property and adjacent roads.

(8) **GIFTS:** Washington State law prohibits City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with state law, the Consultant shall not give a gift of any kind to City employees or officials.

(9) **LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all goods and materials supplied under this contract are free and clear of all liens, claims or encumbrances of any kind.

(10) **SAVE HARMLESS:** Contractor shall protect, indemnify and save the City of Prosser harmless from and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused.

(11) **PREVAILING WAGES:** Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate determined by the State of Washington. Contractor shall pay the wage rates in effect at the date of contract execution. See Benton County rates at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site or local office.

The Contractor shall submit the "Statement of Intent" to the State Department of Labor & Industries (L&I). Upon final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid".



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(12) PERFORMANCE & PAYMENT BOND OR 10% RETAINAGE: For Contracts under \$150,000 or over \$150,000 the Contractor agrees to complete and sign the Declaration of Option for Performance Bond or Additional Retainage form. The form must be submitted at the time the Contractor executes the Contract and before any work commences. For Contracts under \$150,000 the Contractor may choose the option to have the City retain, in lieu of the performance and payment bond, ten percent (10%) of the total contract amount for a period of 30 calendar days after the date of final acceptance or until receipt of all necessary releases from the department of revenue, employment security department, and the department of labor and industries and settlement of any liens filed under RCW Chapter 60.28, whichever is later. For Contracts over \$150,000, Pursuant to RCW Chapter 39.08, the Contractor shall make, execute and deliver to the City a performance and payment bond for the contract amount, which bond shall also cover all approved change orders.

RETAINED PERCENTAGE: In accordance with RCW Chapter 60.28, for contracts of \$2,500 or less, the City may release the retained percentage prior to the expiration of the sixty-day waiting period if (a) the Contractor has completed

(1) all work, (b) the City has made final acceptance of the project and (c) the Contractor has provided the City with an "Affidavit of Wages Paid", as provided in (11) herein.

(2) INSURANCE: The Contractor shall defend, indemnify and hold the City of Prosser and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City of Prosser, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable);
Products/Completed Operations; Contractual Liability; Broad Form Property Damage;
Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Prosser shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion..



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(3) **NONDISCRIMINATION:** The City of Prosser provides equal opportunity to all persons seeking or having access to its employment, services, and activities. The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

(4) **TERMINATION:** In the event of a breach by Contractor of any of the provisions of this contract, the City of Prosser reserves the right to cancel and terminate this contract forthwith upon giving written notice to Contractor at his address listed on the reverse of this contract. Contractor shall be liable for damages suffered by the City resulting from Contractor's breach of contract.

(5) **INDEPENDENT CONTRACTOR:** The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The Contractor is not entitled to any City benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City of Prosser employees. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the City. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the City's contract representative or designee.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.



CITY OF PROSSER

Washington

601 7th Street
Prosser, WA 99350
(509)786-2332
Fax (509)786-3717
www.cityofprosser.com

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

CITY OF PROSSER
3mg Reservoir Painting – Water Treatment Plant (WTP)
PROJECT NO.: 2020-19 PW

Failure to return this certification with the Bid package or within 24 hours (not including Saturdays, Sundays and Holidays) after the time of delivery of the Bid Proposal will make this Bid nonresponsive and ineligible for Award.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, and provisions of RCW chapters, 49, 46, 49, 48, or 49.52 within three (3) years prior to the date of the Call for Quotes.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

Bidder Name: _____
Name of Contractor/Bidder – Print full legal entity name of firm

Signature of authorized person

Date

Print Name and Title

Location of Place Executed: (City, State)



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Declaration of Option for Performance Bond or Additional Retainage (Contracts Under \$150,000 only)

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents. Mandatory on contracts exceeding \$150,000.

_____ (2) The City retain, in lieu of the performance bond, ten percent (10%) of the total contract amount for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the department of revenue, employment security department, and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the City of Prosser, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature

Date

Water Treatment Plant Prosser, WA.



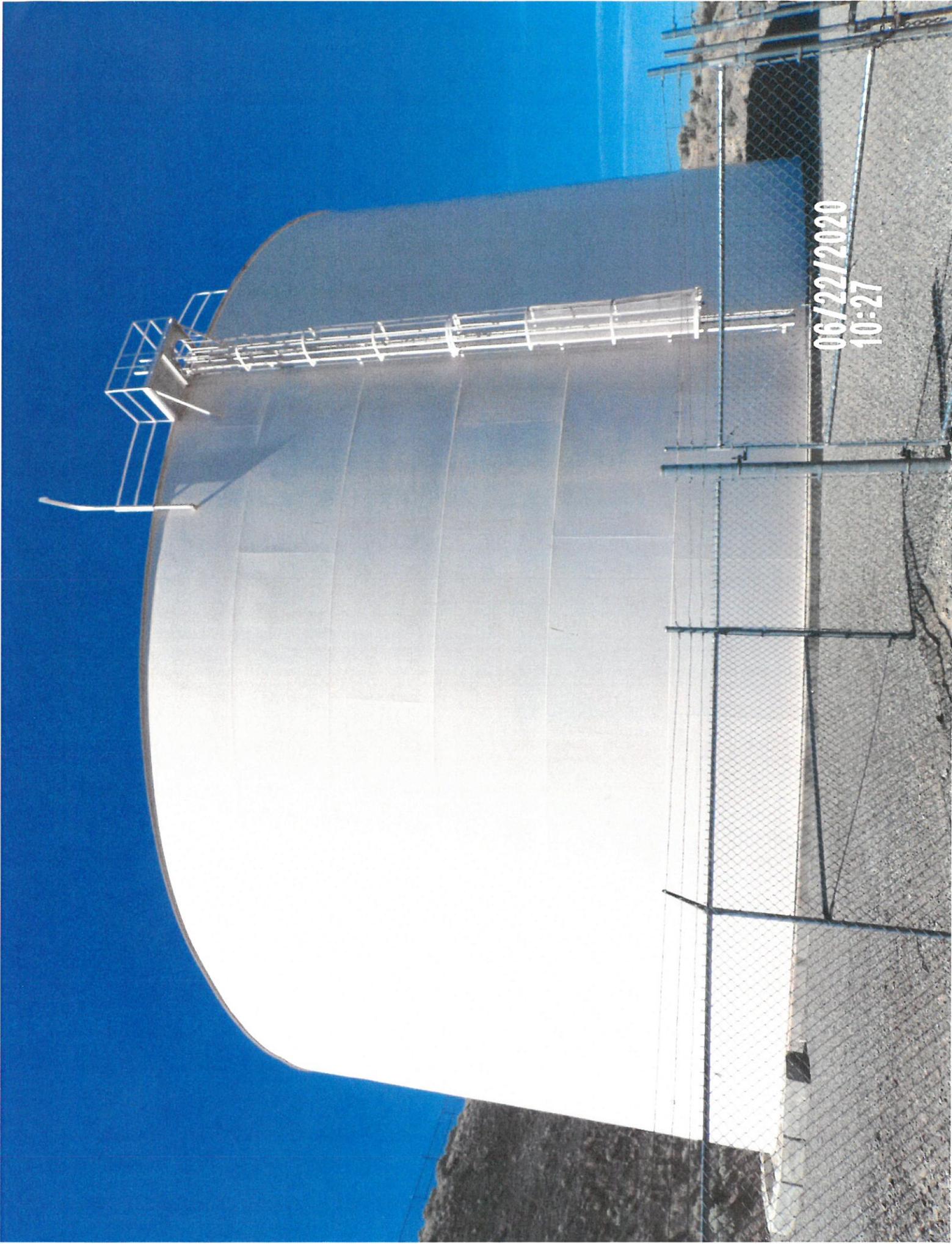
WTP Facility

3MG Reservoir

WTP Access Road

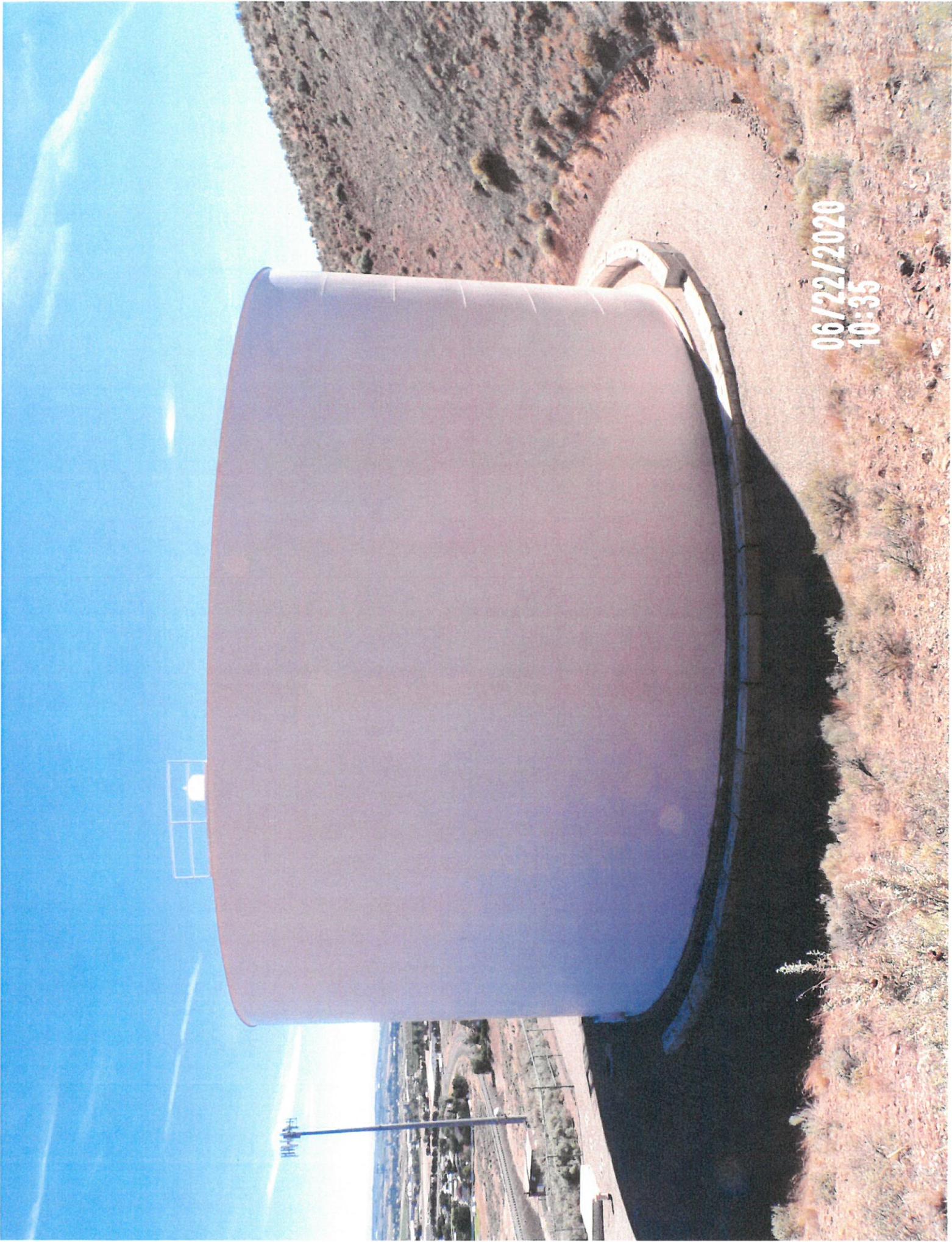
WA-22

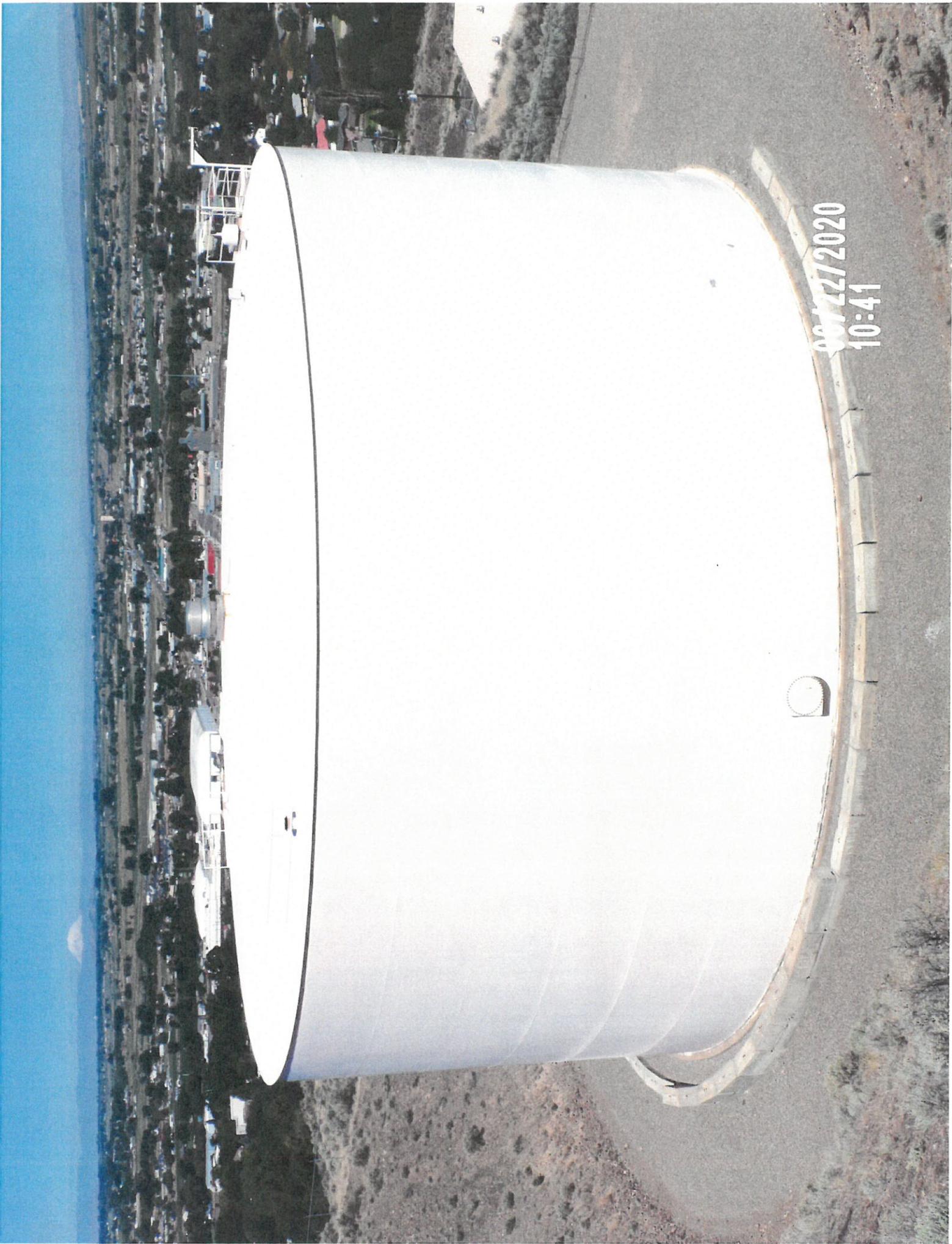
WTP Access
From SR 22



06/22/2020
10:27

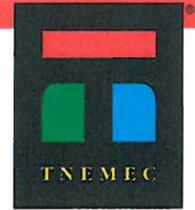
06/22/2020
10:35





09/27/2020
10:41

SCOTT McConnell
Tnemec Products 206-660-8257



COLOR CARD

BROWNS, YELLOWS, GREENS AND REDS



57BR Cloud



15BR Pale



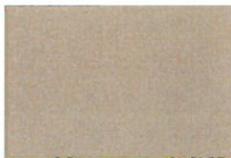
44BR Beige



01BR Warm Sun



04BR Desert Sands



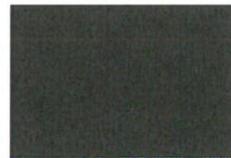
68BR Twine



06BR Amber Canyon



84BR Weathered Bark



85BR Medium Bronze



86BR Dark Bronze



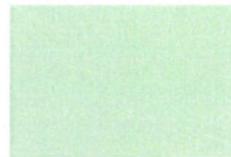
22YW Barbados



11YW Daffodil



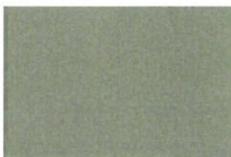
78GN Cumulus



37GN Irish Spring



10GN Aqua Sky



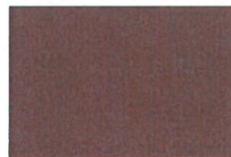
110GN Clover



21GN Fairway



91GN Balsam



07RD Terra Cotta



28RD Monterrey Tile

NOTE: Colors represented are digital reproductions of actual standards and will vary in appearance due to differences in monitor and video card output. These digital representations should not be used to finalize color selection(s). Please contact your local Tnemec Coatings Consultant for color-accurate samples or for assistance with suitable primer and finish coat selections and color matching.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

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