

COLUMBIA IRRIGATION DISTRICT

Lateral #2 Canal Shotcrete/Concrete Lining Project Small Works Roster Bid Package

**Sealed bids will be received until 9:00am
November 5, 2020**

At

**Columbia Irrigation District
10 East Kennewick Ave
Kennewick, WA 99336**

Project Contact: Clancy Flynn, CID

**COLUMBIA IRRIGATION DISTRICT
LATERAL #2 CANAL SHOTCRETE/CONCRETE LINING PROJECT BID PACKAGE
SMALL WORKS ROSTER CALL FOR BIDS**

Columbia Irrigation District (CID) will receive sealed bids for their Lateral #2 Canal Shotcrete/Concrete Lining Project until 9:00 a.m., November 5, 2020, at which time they will be opened and publicly read aloud. The Bids will be received by the CID at 10 East Kennewick Avenue, Kennewick, WA 99336. The work and materials required include furnishing and installation of shotcrete/concrete canal lining.

The Bid Package may be reviewed and obtained at the District office located at 10 East Kennewick Avenue, Kennewick, WA 99336.

Each Bid must be submitted on the forms contained in the Bid Package and a signed proposal must be included with the bid packet together with copies of any addendums.

CID reserves the right to reject any and all bids and to waive irregularities or informalities in the bid or bidding. Any bid received after the time and date specified shall not be considered.

No bidder may withdraw their bid after the hour set for the bid opening thereof or before award of the contract unless said award is delayed for a period exceeding thirty (30) days.

No alterations to the Bid Documents will be accepted.

Clancy Flynn
District Manager
Columbia Irrigation District

**COLUMBIA IRRIGATION DISTRICT
LATERAL #2 CANAL SHOTCRETE/CONCRETE LINING PROJECT BID PACKAGE
INFORMATION TO BIDDERS**

Each Bid must be submitted in a sealed envelope, addressed to Columbia Irrigation District, 10 East Kennewick Avenue, Kennewick, WA 99336. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for C.I.D., Lateral #2 Canal Shotcrete/Concrete Lining Project, and the envelope should bear on the outside the name of the Bidder, and their address.

All Bids must be made on the included Proposal and Bid Schedule Forms. All blank spaces for prices must be filled out in ink or typewritten, and the forms must be fully completed and executed when submitted. In case of discrepancies between unit prices and totals, unit prices will prevail. Only one copy of the Bid is required. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another, addressed as stated above.

If the Bidder is not already on CID's Small Works Roster, the Bidder must include with their bid, a letter requesting their company be placed on the CID's small works roster. The letter must be submitted as a separate item, be on company letterhead and identify the types of work the Contractor is engaged in.

The District reserves the right to revise or amend the Bid Package prior to the date set for opening of the bids. Such revisions and amendments will be covered by addendum or addenda, copies of which will be transmitted to each Bidder who has received bid documents. Each Bidder shall be required to acknowledge receipt of the addendum or addenda by his signature and shall include the signed addendum or addenda with their Bid.

The District will issue a Notice of Award which shall be accompanied by a copy of the attached Contract for Construction. The successful bidder shall complete and return the Contract for Construction to the CID within five (5) working day. If the Bidder fails to complete and return the Contract for Construction within five (5) working day the CID reserves the right to reject the Bidder's bid and move to the next lowest bidder. Following completion of the Contract for Construction the CID will issue a Purchase Order which shall constitute the Notice to Proceed.

The Purchase Order will not be issued until the Contractor has delivered the Certificate of Insurance and Performance and Payment Bonds required for the project.

Should there be reasons why the Purchase Order cannot be issued the time may be extended by mutual agreement between the District and Contractor. If the Purchase Order has not been issued within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The District may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any Bid, if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the Agreement and to perform the work contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the Project shall apply to the bid process and contract throughout.

This is a Prevailing Wage project. During the course of the project the Contractor will be responsible for complying with all applicable federal and state statutes and regulations concerning the payment of prevailing wages.

Commencement and Completion Schedule

Placement of shotcrete/concrete shall begin on or before February 15, 2021 unless a later date is mutually agreed upon between the CID and Contractor.

Completion of the project is of the essence to the CID. The shotcrete/concrete must be placed and cured so that the canal is operational on or before March 19, 2021. The CID will begin filling canals with water on March 22, 2021.

Liquidated damages in the amount of \$1500 per calendar day will be assessed against the successful contractor for each day the work is not substantially completed to the extent required for the CID to begin filling the canal with water.

Work to Be Completed

Columbia Irrigation District crews will remove the portion of the existing concrete liner on the bottom and west side slope of the canal. They will also trim the west side slope, place a geocomposite membrane across the entire canal section, and prepare the membrane for placement of shotcrete/concrete. The CID will place temporary sandbag ballasts, stakes or other devices as required to keep the membrane in place until the shotcrete/concrete is placed. Removal of the devices immediately ahead of shotcrete/concrete placement will be the CID's responsibility.

The Contractor shall protect the membrane from damage and development of wrinkles or other surface imperfections while placing the shotcrete/concrete. Any damage or unsatisfactory movement of the membrane caused by the Contractor shall be corrected by the contractor to the satisfaction of CID. The Contractor shall inspect the membrane immediately ahead of shotcrete/concrete placement and notify the CID if they find wrinkles, mechanical damage, anchoring or other issues that could affect the membrane's effectiveness or durability. Shotcrete/concrete placement will not proceed until a resolution of the issue has occurred.

The Contractor shall furnish and place shotcrete/concrete over all geocomposite membrane as shown on the Drawing. Shotcrete/concrete shall be placed to provide a minimum thickness of 4.5 inches.

Minimum specifications for the shotcrete are shown on the Drawing. The Contractor will be required to submit a shotcrete mix design to the CID, for approval, prior to placing the material. The shotcrete mix used on the project must be equivalent to shotcrete used by other local irrigation districts for lining canals. Shotcrete shall be manufactured by a redi-mix plant regularly engaged in the production of concrete products. Shotcrete shall be carefully applied to provide a relatively uniform, even surface. Poorly applied shotcrete will require additional hand work, as directed by the CID, to provide a satisfactory finished surface.

If concrete canal lining is used it shall be placed in maximum 10 foot long panels. The concrete shall have a minimum 28 day compressive strength of 3,000 psi and be manufactured by a redi-mix plant regularly engaged in the production of concrete. The concrete shall have air entrainment of 5% plus or minus 1 1/2% and the slump shall not exceed 4 inches. The Contractor will be required to submit a concrete mix design to the CID, for approval, prior to placing the material. The CID may elect to take samples of the concrete at the time of placement for testing. Any testing costs will be paid by the CID if they pass. If they do not pass the testing will be the responsibility of the Contractor and will be deducted from payments to the Contractor.

Forms shall be used for every other liner panel during the initial concrete placement. The intermediate panels shall be placed between the initial panels after the forms are removed and screed off the already in place concrete. Forms shall be supported in a manner that does not damage the geocomposite membrane.

The dimensions shown on the drawings are approximate. No additional payment will be made to the Contractor as a result of the canal cross section varying from that shown on the drawings.

The Contractor will be required to furnish and install a complete and operational canal lining system. Materials or work not shown on the drawing or described herein that are required for a complete and operational system are to be furnished by the Contractor and shall be considered incidental to the project.

A cutoff wall of sorts will be dug at each end of the project. For purposes of estimating a material quantity and submitting a Bid the Contractor should assume the cutoff walls will be twenty four (24) inches deep and twelve (12) inches wide. A form shall be installed above grade where the cutoff walls terminate to provide a clean, vertical concrete surface at each end of the project unless the cutoff wall is cast against existing concrete lining.

Coordination

The Contractor will need to coordinate with the CID to schedule membrane installation immediately ahead shotcrete/concrete placement. Five (5) working days notice shall be provided to the CID ahead of the Contractor wanting to begin placement of the shotcrete/concrete. Shotcrete/concrete placement shall begin within 5 working days of the membrane installation.

Payment for Work

Payment for the work, less the retainage, will be made following full completion of all work to the CID's satisfaction. Payment of the retainage will be made following approval of the Washington State Departments of Labor and Industries, Department of Revenue and Employment Security.

Payment will be made within 45 days of the work being completed.

Liquidated damages assessed against the Contractor will be deducted from payments to the Contractor.

Performance and Payment Bonds

The Contractor will be required to provide Performance and Payment bonds for 100% of the contract amount.

Bidders Checklist

This list has been prepared and furnished to aid Bidders in including all necessary information with their Bid. Bidders shall include with their Bid the following:

1. Proposal
2. Bid Schedule
3. Acknowledged (signed) copy of each Addendum

**COLUMBIA IRRIGATION DISTRICT
LATERAL #2 CANAL SHOTCRETE/CONCRETE LINING PROJECT BID PACKAGE
PROPOSAL**

TO: Columbia Irrigation District
10 East Kennewick Avenue
Kennewick, WA 99336

The undersigned hereby certify that _____
have thoroughly read and fully understand the specifications and contract governing the work and
the method by which payment will be made for said work, hereby proposes to perform the work
set forth herein in accordance with said specifications, Drawings and Bid Package and at the
prices established in the Bid Schedule.

Contractor

By: _____

(Authorized Officer)

(Address)

**COLUMBIA IRRIGATION DISTRICT
LATERAL #2 CANAL SHOTCRETE/CONCRETE LINING PROJECT BID PACKAGE**

BID SCHEDULE

The Bid Quantities shown are estimates and, although shown with as much accuracy as possible, are approximate only. The quantities shown will be used to evaluate the Bidder's total project Bid price. Payment to the successful Contractor shall be based on the submitted Bid prices and the actual quantities required for the project.

No progress payments will be made on the project. Payments will be made at substantial completion and full completion.

Payment will be made only for the bid items shown. All other work necessary to complete the project in accordance with the Drawings and specifications and provide a fully functional project shall be considered incidental to the bid items shown.

Item No.	Item Description	Qty	Units	Unit Price	Total Price
1	Furnish and Place Shotcrete/Concrete	1	LS		

TOTAL _____

Bidder _____

Date _____

Indicate Type of Material to be Placed (Shotcrete or Concrete) _____

**COLUMBIA IRRIGATION DISTRICT
LATERAL #2 CANAL SHOTCRETE/CONCRETE LINING PROJECT BID PACKAGE
NOTICE OF AWARD**

TO: _____

FROM: Columbia Irrigation District
10 East Kennewick Avenue
Kennewick, WA 99336
(509)586-6118

RE: **Lateral #2 Canal Shotcrete/Concrete Lining Project**

DATE: _____

This **Notice of Award** is to advise you that the Columbia Irrigation District has accepted your bid for the above-described project.

In accordance with the Bid Package, you have one (1) working day from the date of this Notice of Award to sign and return the completed Contract for Construction provided along with this Notice to you.

This is **not** a Notice to Proceed for the performance of the work under the Contract for Construction. When the CID receives the completed Contract for Construction and the required insurance certificate and bonds they will issue a Purchase Order which will constitute the Notice to Proceed.

You are required to return an acknowledged copy of his Notice of Award to the Columbia Irrigation District.

Columbia Irrigation District

By _____

Title: _____

Receipt of Notice of Award is hereby acknowledged.

Contractor

Date: _____

By: _____

Title: _____

**COLUMBIA IRRIGATION DISTRICT
LATERAL #2 CANAL SHOTCRETE/CONCRETE LINING PROJECT BID PACKAGE
CONTRACT FOR CONSTRUCTION**

COLUMBIA IRRIGATION DISTRICT, hereafter referred to as the "District", agrees to purchase from _____, hereafter referred to as "Contractor", the materials, equipment and labor required for completion of the Lateral #2 Canal Shotcrete/Concrete Lining Project, hereafter referred to as "Project", as set forth in the attached Bid Schedule and shown on the attached Drawings subject to the terms and conditions of this agreement outlined below:

1. All work and materials unless otherwise shown on the Drawings or called out herein shall be in accordance with the District's Standard Specifications. The District's Standard Specifications are hereby made a part of this agreement.
2. The District, without nullifying this Contract for Construction, may direct the Contractor in writing to make changes to the Contractor's work. Adjustments in the contract price and/or time of completion resulting from such changes shall be set forth in a written Change Order issued by the District and agreed upon by the District and Contractor.
3. The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Washington, such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Comprehensive Automobile Liability: The Contractor shall provide coverage for owned vehicles, non-owned vehicles and hired cars in the amount of \$2,000,000 combined single limit for bodily injury and property damage.

Comprehensive General Liability: The Contractor shall provide coverage including Bodily Injury Liability and Property Damage Liability in the amount of \$2,000,000 each occurrence and \$2,000,000 aggregate. Coverage for completed operations shall be obtained with the same limits.

Employer's Contingent Liability (Stop Gap) in the amount of \$2,000,000 each occurrence and \$2,000,000 aggregate.

Columbia Irrigation District shall be the Certificate Holder for the Certificate of Insurance. J-U-B Engineers, Inc. shall be listed as an additional insured on the certificate of insurance.

4. The Contractor shall warranty their work against all deficiencies and defects in workmanship for a period of one (1) year from the date of full completion of all work. Any repair or replacement work required to rectify a deficiency or defect shall be completed at no additional cost to the District. This requirement includes any labor, material or equipment charges that may be incurred to address the deficiency.

All claims, disputes, and other matters in question between the Contractor and the Owner arising out of, or relating to, prosecution of the work, the contract documents or the breach thereof, shall be resolved as follows:

The parties shall attempt, in good faith, to mediate such dispute and use their best efforts to reach agreement on the matters in dispute.

If the dispute cannot be resolved either party can submit a written demand for formal non-binding mediation, which shall specify in detail the facts of the dispute and, within ten (10) calendar days from the date of delivery of the demand, the matter shall be submitted to a mediation company mutually acceptable to both parties. The mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) calendar days following written demand for mediation. The mediator's fee shall be shared equally by the parties.

All claims, disputes, and other matters in question, arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment which have not been decided by mediation, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitrator's fees shall be shared equally by the parties.

The legal costs incurred if judicial action is initiated shall be paid for the prevailing party by the failing party and the venue shall be the courts of the State of Washington.

5. The Contractor shall pay all sales, consumer, use and other similar taxes required by the laws of the State, County and other entities having jurisdiction at the location where the Work is performed.
6. The District may perform additional work related to the Project or the District may let other contracts to perform work on the Project.

The Contractor will afford other contractors, who are parties to such contracts (or the District, if the District is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of the work, and shall properly connect and coordinate the work with theirs. Other contracts issued by the District will contain the same provisions.

If the proper execution or results of any of the Contractor's Work depends on the work of the District or any other contractors, the Contractor shall inspect and promptly report to the District any defects in such work that render it unsuitable for such proper execution and results.

If the performance of additional work by other contractors or the District is not noted in the Contract Documents prior to the execution of the contract, notice thereof shall be given to the Contractor prior to starting any such additional work.

7. The Contractor will indemnify and hold harmless the District, the Engineers and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification clause shall include within its terms any and all claims asserted by employees of the Contractor and

Subcontractors. For purposes of this clause, the Contractor waives its rights to immunity under the Industrial Insurance Act.

In any and all claims against the District or the Engineers, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefits acts or other employee benefits acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineers, their agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, except that the Contractor and any Subcontractors shall limit the Engineer's liability due to negligent acts, errors, or omissions such that the total aggregate liability of the Engineers to all those named, shall not exceed \$125,000.

8. The Contractor will supervise and direct the Work, and will be solely responsible for the means, methods, techniques, sequences and procedures used for the construction. The Contractor will employ and maintain on the project a qualified supervisor or superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
9. The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the applicable Washington State safety laws and regulations which apply to all operations within this Contract.

The Contractor will be solely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

10. In executing this document, the Contractor certifies that they have inspected the site and are thoroughly familiar with the requirements necessary to perform the Work.
11. All work on the project shall be done in a workmanlike manner and will be neat and professional in appearance and quality upon completion of the Work.
12. All work on the project is subject to inspection and approval by the District and the District's Engineer throughout the project and prior to any payments. Approval of payments will not be withheld without substantial cause.
13. The Contractor warrants that prevailing wages will be paid on the project and that they have complied with all applicable state and federal prevailing wage statutes and regulations.
14. The Contractor will furnish to the District Performance and Payment bonds in an amount equal to 100% of the bid price.

15. The Contractor warrants that the goods conform to specifications issued by the District and are fit for the uses or purposes disclosed by the District. The Contractor further warrants that the goods are free from defects, either obvious or latent.

DATED this _____ of _____ 2020.

COLUMBIA IRRIGATION DISTRICT

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

