



PUBLIC WORKS DEPARTMENT

CONTRACT DOCUMENTS

FOR

**MISSION CONTROL EQUIPMENT
FOR WASTEWATER COLLECTION SYSTEM**

April 2023

PUBLIC WORKS DEPARTMENT

MISSION CONTROL EQUIPMENT
FOR WASTEWATER COLLECTION SYSTEM

Contract Requirements

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective April 20, 2023. Wage rates are not included in this packet. Rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at: www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

American Made:

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

Disadvantaged Businesses:

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

Civil Rights Act:

The City of Camas is an Equal Employment Opportunity employer.

Title VI Statement

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City of Camas reserves the right to delete any or all portions of individual quoted items.

A Contract Bond in the amount of 100% of the total quote shall be required from the awarded Contractor.

INSURANCE REQUIREMENTS

The Contractor shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

- An ACORD certificate or a form determined by the City to be equivalent.
- Any other amendatory endorsements to show the coverage required herein.
- All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):

- **City of Camas and its officers, elected officials, employees, agents, and volunteers.**
- The listed entities above shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
- The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Commercial General Liability

- Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Such policy must provide the following minimum limits:

- \$2,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers’ Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

Automobile Liability

- Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution

Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000 Minimum combined single limit for bodily injury
and property damage per incident

Workers' Compensation

- The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

NON-COLLUSION DECLARATION

I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this Proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-0361 EF



14576 NE 95th St
Redmond, WA 98052
877-371-4555

Quote

Date	Quote #
4/20/2023	5954

Name / Address
City of Camas 1620 SE 8th Avenue Camas, WA 98607

Job Name		Terms	Rep	Project
		NET 30 Days	TRO	
Item	Description	Qty	Cost	Total
Mission	Part# M853 RTU – Wireless Real–Time Alarm System with Streaming Data – FlatPak Enclosure (Mounts inside MCC cabinet, includes all parts for standard installation)	28	7,116.32143	199,257.00T
Mission	Part# SP850-12 Service Package — MyDro 850 Series — 1 year	28	0.00	0.00T
Mission	Part#OP465 Expansion Module — Analog Input (4–channel analog input module via RS485)	28	0.00	0.00T
Mission	Part#OP653 Expansion Module — Digital Input (8–channel isolated digital input module via RS485)	1	0.00	0.00T
Mission	Part #SPOP-12 Service Package — Expansion/Option Board — 1 year (One per expansion board purchased)	1	0.00	0.00T
Mission	Part# SW550 New Account/Website Setup	2	0.00	0.00T
Mission	Part# RF415C Antenna Cable — 25 ft (Includes: low signal loss 9913 cable with TNC-M connectors on both ends, 8 in TNC–F to SMA–M adapter and 7.5 in TNC–F to molded antenna base adapter)	16	0.00	0.00T
Mission Labor	Installation Camas	28	0.00 8.50%	0.00T 16,936.85
			Total	\$216,193.85

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, Correct Equipment _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Mission Control Equipment for Wastewater Collection System**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The 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 for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas 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 in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

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

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW.

solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.

VII. **The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective April 20, 2023.**

VIII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

IX. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

X. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XI. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written. 6/17/2023

Executed by the Contractor _____, 202__.

DocuSigned by:
Tim Owens
4496D17CA80C442...

Tim Owens

Correct Equipment

Contractor

Executed by the Local Agency _____, 202__.

Mayor, City of Camas

CONTRACT BOND

**MISSION CONTROL EQUIPMENT
FOR WASTEWATER COLLECTION SYSTEM**

KNOW ALL PERSONS BY THESE PRESENTS, That _____

of _____, as Principal, and _____

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$_____), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 20____, the said _____,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said _____,

Principal, herein, agree to furnish all material and do certain work, to wit: That

_____ will undertake and

complete the construction of these **Mission Control Equipment for Wastewater Collection System**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **December 31, 2023**, unless amended by change order, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20__

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: _____
Mayor, City of Camas

DATE: _____, 20__

SURETY BOND NUMBER _____

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).