

Department Head	
Clerk/Treasurer:	
City Administrator:	
Mayor:	

# **COUNCIL REPORT**



**Business Item** 

Needs Legal Review: Meeting Date: Agenda Item: Presented By: X Consent Agenda

No, unnecessary 10/18/23 Approval of SCADA Scope of Work Andrew Dirks, PW Director

## Action Required:

Approval of the scope of work and contract documents from Anderson Perry for the improvements being made to the City's SCADA system.

## Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the SCADA scope of work, Bidding Documents and contract documents in the amount not to exceed \$278,347 including tax.

## **Explanation of Issue:**

This project involves updating the City's supervisory and data acquisition (SCADA) system by furnishing and installation of two SCADA computer terminals, new human machine interface (HMI) software, installation of City furnished programmable logic controllers at 12 locations, and other miscellaneous work.

There are 2 alternatives presented to the council which have been budgeted for in the 2023 adopted budget; the first for SCADA Technical support (3 years) and the second for Operator Interface Terminal.

Any Public Works project under \$350,000 may be bid through the Small Works Roster. This project will be bid through MRSC Small Works Roster.

## **Council Options:**

City Council has the following options available at this time:

- 1. Accept the Staff Recommendation.
- 2. Revise the Staff Recommendation.
- 3. Refer this issue back to staff for additional work.
- 4. Other action as desired by council.

### **Fiscal Analysis:**

This project is fully funded in the 2023 Budget: 5% Waster Water Reserve and 95% Water Short Lived Assets.

Please note, all documents will be reviewed and updated to reflect the new sales tax rate as of July 2023 of 7.6%.

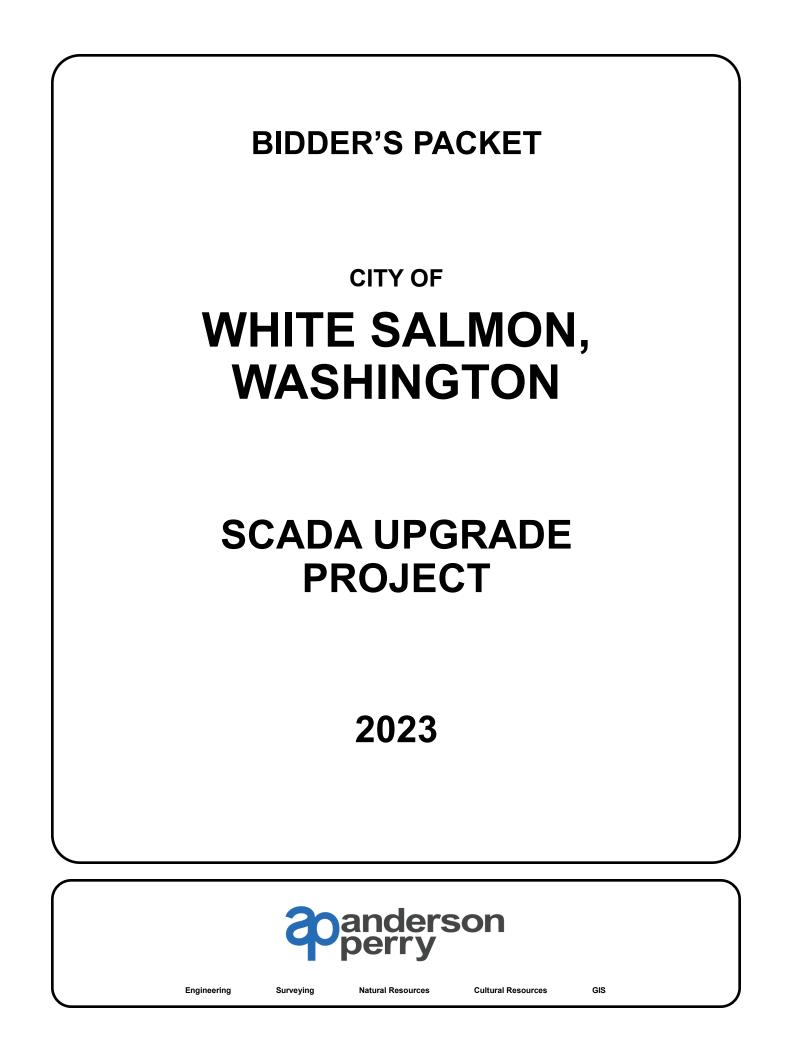
### **Recommendation of Staff/Committee:**

Staff recommends the council approve the scope of work, bid documents and contract as presented.

## CITY OF WHITE SALMON, WASHINGTON SCADA UPGRADE ENGINEER'S ESTIMATE October 16, 2023

### **BASE BID - SCADA IMPROVEMENTS**

NO.	ITEM	UNIT	UN	IIT PRICE	QTY	тс	TAL PRICE
1	SCADA Improvements	LS	\$	219,000	All Req'd	\$	219,000
				Base P	Bid Subtotal	¢	219,000
					s Tax (7.6%)	-	16,644
				BASE	BID TOTAL	\$	235,644
ALTER	NATE 1 - SCADA TECHNICAL SUPPORT AND MAINTENANCE						
NO.	ITEM	UNIT	UN	IIT PRICE	QTY	тс	TAL PRICE
A1-1	First Year SCADA Technical Support	HR	\$	125	40	\$	5,000
A1-2	Second Year SCADA Technical Support	HR		130	60		7,800
A1-3	Second Year Periodic Maintenance	HR		130	24		3,120
A1-4	Second Year Annual Maintenance	EA		1,600	1		1,600
A1-5	Third Year SCADA Technical Support	HR		136.50	60		8,190
A1-6	Third Year Periodic Maintenance	HR		136.50	24		3,276
A1-7	Third Year Annual Maintenance	EA		1,700	1		1,700
				Alternate	e 1 Subtotal	\$	30,686
				Sales	s Tax (7.6%)	\$	2,333
				ALTERNATE	1 TOTAL	\$	33,019
ALTER	NATE 2 - OPERATOR INTERFACE TERMINAL						
NO.	ITEM	UNIT	UN	IIT PRICE	QTY	тс	TAL PRICE
A2-1	Operator Interface Terminal	EA	\$	3,000	3	\$	9,000
				Alternat	e 2 Subtotal	\$	9,000
				Sale	s Tax (7.6%)	\$	684
				ALTERNA	TE 2 TOTAL	\$	9,684
				ΤΟΤΑΙ	LESTIMATE	\$	278,347



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### **BID FORM**

City of White Salmon, Washington SCADA Upgrade 2023

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#### **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of White Salmon 100 N. Main Street White Salmon, Washington 98672

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Agreement,
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

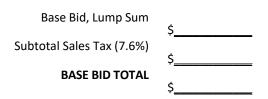
### **ARTICLE 4 – BIDDER'S CERTIFICATION**

- 4.01 Bidder certifies that:
  - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
    - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
    - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
    - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
    - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BID SCHEDULE**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

#### **BASE BID - SCADA IMPROVEMENTS**



The Work items listed below may be added to the Base Bid at the option of the Owner. Refer to "Instructions to Bidders."

#### ALTERNATE 1 – SCADA TECHNICAL SUPPORT AND MAINTENANCE

NO.	ITEM	UNIT	UNIT PRICE	QTY	TOTAL PRICE
A1-1	First Year SCADA Technical Support	HR		40	
A1-2	Second Year SCADA Technical Support	HR		_ 60	
A1-3	Second Year Periodic Maintenance	HR		24	
A1-4	Second Year Annual Maintenance	EA		_ 1	
A1-5	Third Year SCADA Technical Support	HR		_ 60	
A1-6	Third Year Periodic Maintenance	HR		_ 24	
A1-7	Third Year Annual Maintenance	EA		_ 1	
				Alternate 1 Subtotal	¢
				Sales Tax (7.6%)	۶ د
				ALTERNATE 1 TOTAL	\$\$

#### **ALTERNATE 2 - OPERATOR INTERFACE TERMINAL**

NO.	ITEM	UNIT	UNIT PRICE	QTY	TOTAL PRICE
A2-1	Operator Interface Terminal	EA		3	
			ļ	Alternate 2 Subtotal	ć
				Sales Tax (7.6%)	۶ د
			Ą	ALTERNATE 2 TOTAL	\$ \$

EJCDC<sup>®</sup> C-410, Bid Form for Construction Contracts.

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5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. A completed and signed Bid Form.
  - B. A completed and signed Bidder's Performance and Payment Bond Statement.
  - C. A completed Supplemental Bidder Criteria Experience and Qualification Form Table 1.

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Agreement.

### ARTICLE 9 – BID SUBMITTAL

Bidder is: 🛛 An Individual 🔅 A Partnership 🔅 A Corporation 🔅 Joint Venture

(Check correct designation.)

BIDDER: [Indicate correct name of bidding entity]

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the Bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

#### OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."

Signature:		Date:
Print Name and Title:		Location or Place Executed: (City, State)
(If Bidder is a corporation, a evidence of authority to sign	limited liability company, a partr n.)	hership, or a joint venture, attach
Attest: [Signature]		
[Printed name]		
Title:		
Submittal Date:		
Address for giving notices:		
Telephone Number:		
Fax Number:		
Contact Name and e-mail ad	ddress:	

State Registration License No.	
State Contractor Discipline License No. (Electrical, Elevator, Fire Protection Sprinkler System)	
Washington Unified Business Identifier (UBI) No.	
State Tax Excise Registration No.	
Employer's Federal Tax ID No.	

A Joint Venture requires the signature of all parties involved. Attach evidence of authority to sign.

### **BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT**

(Name of Contractor) \_\_\_\_\_\_, hereinafter referred to as Bidder, is submitting a Bid to **City of White Salmon, Washington - SCADA Upgrade 2023** pursuant to the latter's Advertisement for Bids for the Project.

Bidder certifies that if it is awarded the Contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the Bid providing for the faithful performance of the Contract and payment of labor and materials.

The surety requested to issue the Performance and Payment Bonds will be

Bidder hereby authorizes
to disclose any information

to the Owner concerning Bidder's ability to supply Performance and Payment Bonds in the amount of the Contract.

Bidder

By:

## TABLE 1 – EXPERIENCE AND QUALIFICATIONS FORM

Bidder: \_\_\_\_\_

Name of Control System Integrator	
List name and location for two similar SCADA Systems in the last ten years (please provide year completed, owner and engineer contact person and information)	Project 1:Year Completed:Owner:Owner Address:Owner Contact Person:Owner Contact Person Telephone/Email Address:Engineer:Engineer Address:Engineer Contact Person:Engineer Contact Person:Engineer Contact Person Telephone or Email Address:
	Project 2: Year Completed: Owner: Owner Address: Owner Contact Person: Owner Contact Person Telephone or Email Address: Engineer: Engineer Address: Engineer Contact Person: Engineer Contact Person Telephone or Email Address:
Name of System Designer	
System Designer - Years of experience with SCADA Systems	
Location of Panel Shop	
Distance in miles between Support Office and White Salmon (via Google Maps)	

Submit additional documentation and/or pages as needed.