

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION NO. 15-2013

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH
BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON,
AWARDING SOUTH WELLFIELD DRILLING AND TESTING CONTRACT**

WHEREAS, by passage of Resolution 16-2012 the Board of Commissioners approved the Water Supply and Treatment Improvement Project of which the South Wellfield Drilling and Testing Project is a component of that project; and


WHEREAS, by passage of Resolution 07-2013 the Board of Commissioners awarded the design contract for the Water Supply and Treatment Improvement Project to Gray and Osborne, Inc.; and,

WHEREAS, the scope of work generally consists of the drilling of one and possibly up to a total of four 8-inch diameter water wells to a depth of approximately 150 feet. Install and operate a test pump. Obtain water samples from water production zones encountered during drilling. Complete the well and install a well screen as directed by the geologist. Develop the well using mechanical surging and other approved techniques to maximize the productivity of the well. Perform a step-rate test and long term constant-rate pumping test. Restore the site; and

WHEREAS, the advertisement for bids was published in the Seattle Daily Journal of Commerce on 06/19/2013 and 06/26/2013 and the bid opening was held on 7/11/2013 at 1:00 pm at the District's business office located at 25902 Vernon Avenue Ocean Park, Washington 98640; and

WHEREAS, the District received two bids for which a bid tabulation is attached hereto and incorporated herein as exhibit A; and

WHEREAS, Bison Well Drilling & Septic, LLC submitted the lowest responsive bid and the District is satisfied that Bison

BIDDER		ENGINEER'S ESTIMATE		BISON WELL		CHARON DRILLING, INC.		
BIDDER ADDRESS		DRILLING & SEPTIC, LLC		P.O. Box 5142		12719 224th Street East		
WASHINGTON STATE WORKMANS COMP. ACCT. NO.		Sparaway, WA 98387		230, 427-00		Graham, WA 98338		
WASHINGTON STATE CONTRACTORS REG. NUMBER		BISONWV945R9		519, 034-00-3		CHARONDI133NF		
BID BOND OR OTHER GOOD FAITH TOKEN		5% CASHIER'S CHECK		5% BID BOND				
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1 LS	\$6,500.00	\$6,500.00	\$9,900.00	\$9,900.00	\$16,000.00	\$16,000.00
2	Surface Seal	1 LS	\$2,160.00	\$2,160.00	\$3,610.00	\$3,610.00	\$2,500.00	\$2,500.00
3	8-Inch Drive Shoe	1 EA	\$400.00	\$400.00	\$420.00	\$420.00	\$150.00	\$150.00
4	Drill Hole for 8-Inch Casing	132 LF	\$50.00	\$6,600.00	\$48.00	\$6,336.00	\$40.00	\$5,280.00
5	Provide and Install 8-Inch Casing	152 LF	\$40.00	\$6,080.00	\$37.18	\$5,651.36	\$16.00	\$2,432.00
6	8-Inch Shoe Cut	1 EA	\$300.00	\$300.00	\$5,900.00	\$5,900.00	\$3,000.00	\$3,000.00
7	Provide Well Screen and Fittings	1 CALC	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
8	Extra Materials	1 CALC	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
9	Authorized Rig Work	80 HR	\$300.00	\$24,000.00	\$140.00	\$11,200.00	\$280.00	\$22,400.00
10	Provide, Install, and Remove Test Pump	1 LS	\$3,000.00	\$3,000.00	\$5,200.00	\$5,200.00	\$2,500.00	\$2,500.00
11	Operate Pump	36 HR	\$200.00	\$7,200.00	\$110.00	\$3,960.00	\$250.00	\$9,000.00
12	Authorized Stand-By/Shop Time	6 HR	\$200.00	\$1,200.00	\$80.00	\$480.00	\$100.00	\$600.00
13	Salvage Credit for 8-Inch Casing	50 LF	(\$5.00)	(\$250.00)	(\$8.00)	(\$400.00)	(\$5.00)	(\$250.00)
Subtotal:				\$65,190.00		\$60,257.36		\$71,612.00
Sales Tax @ 7.8%				\$5,084.82		\$4,700.07		\$5,585.74
TOTAL CONSTRUCTION COST				\$70,274.82		\$64,957.43		\$77,197.74
Sealed bids were opened at the North Beach Water District, 25902 Vernon Avenue, Ocean Park, Washington 98640 on Thursday, July 11, 2013, at 1:00 p.m. (local time).								
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.								
				DENOTES MATHEMATICAL OR ROUNDING ERROR				
 MICHAEL B. JOHNSON, P.E.								

DATE: 7/2013
 DRAWN: SC
 CHECKED: MBJ
 APPROVED: MBJ

NORTH BEACH WATER DISTRICT, WA
 SOUTH WELLFIELD DRILLING AND TESTING PROJ.
 G&O #13224,01

GRAY & OSBORNE
 CONSULTING ENGINEERS
 SEATTLE, OLYMPIA, YAKIMA,
 VANCOUVER & ARLINGTON, WA

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Exhibit B

AGREEMENT

THIS AGREEMENT is entered into by and between the **NORTH BEACH WATER DISTRICT** (hereinafter called the Owner) and **BISON WELL DRILLING & SEPTIC, LLC** (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The Work shall include drilling and completion of at least one 8-inch diameter water production well to a depth of approximately 130–150 feet. Upon completion of the well, the well shall be developed to improve hydraulic performance and a test pump shall be installed to perform both a step-rate test and long term constant-rate pumping test (of at least 24-hours duration) at rates of up to 150 gallons per minute from a setting of approximately 130 feet. Should the initial well be successful the District may authorize the drilling of up to three additional wells under this Contract.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within **30** working days (the Substantial Completion Date) and physically complete the Work within **40** working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner **\$1,000.00** per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and **\$500.00** for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The performance bond and the labor and material payment bond;
- The Contract Provisions, including 2012 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of 0 sheets, as listed in the index on sheet 0 of the Plans;
- Addenda numbers 1, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor.
_____ (Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

AGREEMENT – Continued

NORTH BEACH WATER DISTRICT

BISON WELL DRILLING & SEPTIC, LLC

By _____

Date _____

License No. _____

By _____

Title _____

Attest _____

Name and Address for giving notices (print)

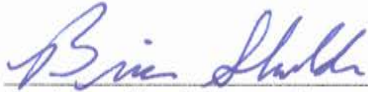
Well Drilling & Septic, LLC is a responsible bidder who is reasonably familiar with the work to be performed and has the necessary capital, tools, personnel, and equipment to satisfactorily perform the work; now, therefore,

BE IT RESOLVED by the Board of Commissioners of North Beach Water District, Pacific County, as follows:

Section 1. To award the South Wellfield Drilling and Testing Contract to Bison Well Drilling & Septic, LLC.

Section 2. To authorize the general manager to enter into a construction Agreement with Bison Well Drilling & Septic, LLC for \$64,957.43 attached hereto and incorporated herein as exhibit B provided; Bison Well Drilling & Septic, LLC submits an executed contract and all insurance certificates and endorsement required by the contract provisions and performance and public works payment bonds required by the contract provisions within 10 days of this notice of award.

ADOPTED by the Board of Commissioners on North Beach Water District, Pacific County, Washington



Brian Sheldon, Commissioner
Position #1



Gwen Brake, Commissioner
Position #2



RD Williams, Commissioner
Position #3

