

**NORTH BEACH WATER DISTRICT  
PACIFIC COUNTY, WASHINGTON  
RESOLUTION NO. 21-2014**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
NORTH BEACH WATER DISTRICT, PACIFIC COUNTY,  
WASHINGTON, AWARDING SMALL WORKS CONTRACT TO  
ROGNLINS INC FOR 245<sup>TH</sup> STREET WATER MAIN INTERTIE**

**WHEREAS**, the Board of Commissioners of North Beach Water District approved an interagency agreement, by Resolution 20-2013 on September 16, 2013, with Pacific County Department of Public Works to install 8 inch water main along 245<sup>th</sup> Street between U Street and SR 103; and

**WHEREAS**, the work described in the interagency agreement was successfully completed in 2013; and

**WHEREAS**, the Board of Commissioners budgeted \$20,000 for the completion of the intertie of the water main with existing water mains on U Street and SR 103, and

**WHEREAS**, the Districts engineer, Gray and Osborne, prepared designs and bid documents for the interties and related work and obtained a permit from the Washington State Department of Transportation (WSDOT) to bore under SR 103, and

**WHEREAS**, the District's general manager invited bidders from its small works roster to bid the project, and

**WHEREAS**, a public bid opening was conducted on Monday September 15, 2014 at 1:00 PM at 25902 Vernon Avenue Ocean Park, WA 98640, and

**WHEREAS**, the District received two (2) bids for which a bid tabulation is attached hereto and incorporated herein as "Exhibit A"; and

**WHEREAS**, Rognlin's Inc was the lowest responsive and responsible bidder with a bid of eighty eight thousand three hundred ninety six dollars (\$88,396.00);

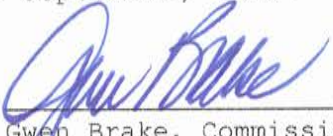
**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of North Beach Water District, Pacific County, to award the 245<sup>th</sup> Street Water Main Intertie Small Works Contract to Rognlin's Inc. for eighty eight thousand three hundred ninety six dollars (\$88,396.00), notice of which is attached hereto and incorporated herein as "Exhibit B".

**BE IT FURTHER RESOLVED** that the General Manager is hereby authorized and directed to execute the small works contract with Rognlin's Inc., attached hereto and incorporated herein as Exhibit "C", on behalf of the North Beach Water District.

**BE IT FURTHER RESOLVED** by the Board of Commissioners of North Beach Water District, Pacific County, that Seventy Thousand Dollars (\$70,000.00) from the Capital Reserve fund be transferred to the Operations Fund for the 245<sup>th</sup> Water Main Intertie Project

**ADOPTED** by the Board of Commissioners on North Beach Water District, Pacific County, Washington at a special meeting held on the 22<sup>nd</sup> day of September, 2014.

\_\_\_\_\_  
Brian Sheldon Commissioner  
Position #1

  
\_\_\_\_\_  
Gwen Brake, Commissioner  
Position #2

  
\_\_\_\_\_  
Glen Ripley, Commissioner  
Position #3



"EXHIBIT A"

*Commissioners  
Brian Sheldon – Gwen Brake – Glenn Ripley*

Project: 245th Street Water Main Intertie  
Bid Date: Monday September 15, 2014 1:00 PM  
Bid Opening: 29502 Vernon Avenue Ocean Park, WA 98640

245th Street Water Main Intertie			Lump Sum Bid
Engineer's Estimate		Rognlin's	Big River
Lump Sum:	\$ 65,607.00	\$ 82,000.00	\$ 100,274.00
WSST:	\$ 5,117.00	\$ 6,396.00	\$ 7,821.37
Total Construction Cost:	\$ 71,000.00	\$ 88,396.00	\$ 108,095.37
Reciet of Addendum:		Yes	Yes

William "Bill" Neal, General Manager

Date

PO Box 618 – 25902 Vernon Avenue Suite C - Ocean Park, WA 98640  
360.665.4144 Office 360.665.4614  
[www.northbeachwater.com](http://www.northbeachwater.com)



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*Commissioners*  
*Brian Sheldon – Gwen Brake – Glenn Ripley*

September 20, 2014

Mr. Nick Rognlin  
Rognlin's Inc.  
321 W State St.  
Aberdeen, WA 98520

Subject: Notice of Award of 245<sup>th</sup> Water Main Intertie Bid, Transmittal of Small Works Contract

Dear Mr. Rognlin

This letter is to advise you that on Monday September 22, 2014, the North Beach Water District Board of Commissioners officially awarded the 245<sup>th</sup> Water Main Intertie Project to Rognlin's Inc.

I am forwarding you four copies of the contract documents for your review and consideration. If the documents meet your approval, please execute each copy and return to the District.

Please take note of section 12. Performance, Payment, and Guaranty Bond and section 13. Insurance. Please provide the required bond and certificates of insurance endorsements with the returned contracts.

Please return the executed contract documents, bond, and certificates to North Beach Water District, Attention William Neal, at PO Box 618 Ocean Park, WA 98640. The District will date the contract on forms on the date of its contract signature and two copies will be returned to you. A Notice to Proceed will be issued after the District has executed the Contract. Time is of the essence. Please return the requested documents by October 6, 2014.

Sincerely,

William "Bill" Neal  
General Manager, NBWD

Cc: NBWD Board of Commissioners  
Mike Johnson, Gray & Osborne  
Jack McCarty, NBWD Office Manager  
File

Encl.



## "EXHIBIT C"

### SMALL WORKS CONTRACT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **NORTH BEACH WATER DISTRICT**, a [municipal corporation/special purpose district] ("District"), and **ROGNLIN'S INC.** ("Contractor").

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties herein covenant and agree as follows:

1. Project. The Contractor shall do all work and furnish all permits, tools, materials, labor and equipment for the District's public works project known as 245<sup>TH</sup> Street Water Main Intertie ("Project") in accordance with and as described in the attached bid proposal, plans and specifications, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof.

2. Project Cost. The amount of the Project Contract is Eighty Eight Thousand Three Hundred and Ninety Six Dollars (\$88,396.00) plus applicable Washington State sales tax. The total Project Cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative, permit, and regulatory costs, unless otherwise agreed in writing. The District shall pay sales tax to the Contractor for those portions of the Project that are subject to sales tax. The Contractor shall make sales tax and other tax payments to the State of Washington as provided by Statute.

3. District Agreement. The District employs the Contractor to provide the materials and to do and cause to perform the Project work described above and to complete and finish same according to the Contract Documents (proposal, contract plans, specifications) and the terms and conditions herein contained and contracts to pay the total Project Cost for such work, at the time and in the manner and upon the conditions provided for in this Agreement.

4. Contractor Agreement. The Contractor hereby agrees to fully perform the work for the total Project Cost according to the terms and conditions of this Agreement.

5. Completion Deadline/Liquidated Damages. The Project must be commenced no later than ninety (90) days from the date of the Notice to Proceed and must be finished within the completion date indicated in the Proposal; if the Project is not completed within such time period, then, because of the difficulty in computing the actual damages to the District arising from any delay in completing this Agreement, the parties determine in advance and agree that the Contractor shall pay the District the amount of One Hundred (\$100.00) per work day that the work remains incomplete after expiration of the specified time for completion as liquidated damages. The parties agree that such amount represents a reasonable forecast of the actual damages, which the District will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement constitutes acknowledgment by the Contractor that Contractor

has ascertained and agrees that the District will actually suffer damages of at least the amount herein fixed.

6. Contractor Responsibilities. The Contractor represents that Contractor is fully experienced and possesses all of the necessary expertise for performance of all work specified herein. The Contractor warrants to the District that any materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of two years after completion of this contract.

7. Equitable Adjustments. Should the Contractor desire an equitable adjustment to the Project Cost, on the basis of a written change order or an oral order from the District, Contractor shall file a written notice of that fact with the District within 48 hours of the written or oral order. No later than seven days thereafter, Contractor shall file a written claim with the District stating the amount claimed supported by appropriate documentation. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the District any written or oral order (including directions, instructions, interpretations, and determinations). In spite of any protest, the Contractor shall proceed to promptly complete work that the District has ordered. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR IN WRITING AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

8. Payment Terms.

8.1.1. The District shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. A detailed application for payment shall be submitted by the Contractor to the District on or before the 30<sup>th</sup> day of each month, showing the progress of the work and requesting payment in an amount proportionate to the work completed. In cases of single payment, the District shall make payment only after all appropriate releases are submitted. In cases of multiple payments, the District shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. Payment to the Contractor shall be made within 30 days after approval of the application for payment.

8.1.2. Defective or Unauthorized Work. The District reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the District's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the District may complete the work by contract or



otherwise, and the Contractor shall be liable to the District for any additional costs incurred by the District. "Additional costs" means all reasonable costs incurred by the District, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The District further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor. The provisions of this subsection 8.2 shall be in addition to any other remedies available under this Agreement.

9. Termination. The District shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- 9.1. The Contractor's refusal and failure to supply a sufficient number of properly skilled workers, superintendence, or proper materials or equipment for completion of the Work.
- 9.2. The Contractor's failure to complete the Project Work within the time specified in this Agreement.
- 9.3. The Contractor's failure to complete the Project Work in accordance with the Plans and Specifications.
- 9.4. The Contractor's failure to make full and prompt payment to subcontractors for all materials or labor.
- 9.5. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules or ordinances.
- 9.6. The Contractor's filing for bankruptcy or being adjudged bankrupt.

10. Dispute Resolution/Governing Law/Jurisdiction. If any dispute, controversy, or claim arises out of or relates to this Agreement, the Parties agree to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediator or mediation service. The Parties shall bear equally all expenses of the mediation. The Parties shall be required to submit any such disputes, controversies or claims to mediation as provided herein as a precondition to commencing any legal action relating to or arising out of this Agreement. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be filed in the Superior Court of Pacific County, Washington.

11. Indemnification. The Contractor shall defend, indemnify, and save the District and its officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees or other costs, penalties, fees or expenses of any kind on account of injury to or death of any and all persons, on account of all property damage of any kind, or loss of use resulting therefrom, or on account of liability under any federal, state or local laws, ordinances or regulations (including, but not limited to, those laws set forth in Section 17 below) governing the disposal of waste or debris accumulated and/or generated during the course of performance of the work under this Agreement, that is in any manner connected with, the work performed under this

Agreement, or caused in whole or in part by reason of the presence of the contractor, the subcontractors, or their property, employees, or agents, upon or in proximity to the property of the District during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the District with regard to activities within the Contractor's scope of work. 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)

12. Performance, Payment and Guaranty Bond. The Contractor shall furnish performance, payment and guaranty bond for the faithful performance and payment of all its obligations under this Agreement. The bond shall be in penal sums at least equal to the contract price unless otherwise stated, in such form, and with such corporate sureties as are acceptable to the District. The bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the District on account of such defects, discovered within 2 years after final acceptance by the District. This guaranty is supplemental and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

In lieu of performance, payment and guaranty bond, for Projects with an estimated Project Cost of \$35,000.00 or less, the Contractor may elect to have the District withhold 50 percent of the contract amount for a period of 30 days after the date of the District's final acceptance of the Project Work, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor & Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

13. Insurance. The Contractor shall obtain and keep in force during the term of the Agreement, insurance in the following amounts:

13.1.	<u>General</u>	<u>Automobile</u>	<u>Property</u>	<u>Operations</u>
13.2. <i>Occurrence</i>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
13.3. <i>Aggregate</i>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000

13.4. The Contractor shall obtain endorsement forms CG 2010 07 04, CG 2032 07 04 and CG 2037 07 04 or the equivalent of each, naming the District and Gray & Osborne, Inc. as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 07 04, CG 2032 07 04 and CG 2037 07 04 are not available and the endorsements submitted provide equivalent protection to the Additional Insured. A Certificate of Insurance and endorsement shall be executed and delivered to the District at the time of execution of this Agreement.



13.5. The following listed entities shall be named Additional Insured on all insurance policies:

13.5.1. The District and its officers, elected officials, employees, agents and volunteers.

13.5.2. Gray & Osborne, Inc.

14. Providing coverage in the stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits. The Contractor's insurance policies shall not contain deductibles or any self-insured retention in excess of \$10,000 unless approved by the District.

15. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. A statement of prevailing wages applicable to the Project is included in the specifications. Notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers. The Contractor shall provide an "Affidavit of Industrial Insurance Compliance" for himself and each subcontractor upon acceptance of the Project by the District. Final payment will be made in accordance with the requirements of RCW 39.12.

16. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.

17. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650-655.

18. Environmental Regulation. Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney's fees incurred as a result of non-compliance with Section 17.

19. Safety. The Contractor shall be solely and completely responsible for safety and safety conditions on the jobsite, including the safety of all persons and property during performance of the Work. Observation of the Work by the District's employees, agents and consultants is not intended to include review of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide a safe access for the District and its employees, agents, and consultants to adequately observe the quality of the Work and the Contractor's conformance with the project specifications. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

20. Hours of Work. Contractor shall conduct all Work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless stated otherwise under the Project's permit conditions or this Contract. No Work on weekends shall be allowed unless District gives written approval prior to the weekend. Contractor shall give a minimum of 48 hours notice if Work on the weekend is necessary. Approved Work on the weekends shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. Work hours may be further restricted due to permit conditions.

21. Specifications. Contractor shall furnish and install the materials and equipment and perform the work as specified on the Plans and in the Specifications and permits obtained for this Project.

22. Miscellaneous.

22.1. Subletting or Assigning Contract. The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the District.

22.2. Extent of Agreement Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties.

22.3. Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

22.4. Nonwaiver of Breach. The failure of the District to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

22.5. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

22.6. DISTRICT	CONTRACTOR
22.7. North Beach Water District	_____
22.8. Po Box 618	_____
22.9. Ocean Park, WA 98640	_____



- 22.10. Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- 22.11. Compliance with Laws. The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.
- 22.12. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.
- 22.13. Venue and Attorneys' Fees. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any action brought to enforce any of the provisions of this Agreement shall be in Pacific County Superior Court, and the substantially prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees incurred in the action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

**CONTRACTOR:**

**NORTH BEACH WATER DISTRICT**

By \_\_\_\_\_

By \_\_\_\_\_

William Neal  
(Print or type name)

\_\_\_\_\_  
(Print or type name)

Its General Manager  
(Title)

Its \_\_\_\_\_  
(Title)

Address \_\_\_\_\_

Telephone \_\_\_\_\_

a \_\_\_\_\_ corporation  
\_\_\_\_\_ partnership  
\_\_\_\_\_ joint venture  
\_\_\_\_\_ sole proprietorship  
State of Washington General Contractor's  
License No. \_\_\_\_\_