

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

RESOLUTION 11-2016

A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, AWARDED DWSRF WATER SUPPLY AND TREATMENT PROJECT TO STETTLER SUPPLY COMPANY OF SALEM OREGON.

WHEREAS, on October 22, 2012, the Board of Commissioners (Board) of North Beach Water District (District) approved Resolution 15-2012 approving the DWSRF Water Supply and Treatment Project (Project); and

WHEREAS, on March 18, 2013, the Board approved Resolution 07-2013 awarding the design and project management contract for the Project to Gray and Osborne Inc. (Engineer); and

WHEREAS, on January 15, 2016 at 1:00 pm, as advertised, all bids received for the Project were opened and read publicly; and

WHEREAS, on January 20, 2016 the Board adopted Resolution 08-2016 rejecting all bids for the Project and authorizing re-advertisement for bids; and

WHEREAS, the advertisement for rebid of the Project was published in the Daily Journal of Commerce on February 29, 2016 and March 7, 2016; and

WHEREAS, the rebid opening was held 1:00 PM on March 24, 2016 at the District's business office located at 25902 Vernon Avenue Ocean Park, Washington 98640 at which all bids received were opened and publicly read; and

WHEREAS, the District received five (5) bids for which a bid certified tabulation prepared by the Engineer, is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Engineer reviewed each bid and determined that Stettler Supply Company of Salem Oregon is the lowest responsive bidder, is currently a Washington State registered and licensed contractor, appears to have the relevant qualifications and experience to successfully perform the work the Project will require, and, in accordance with RCW 39.04, verified Stettler

Supply Company of Salem Oregon has met the contractor responsibility criteria;

NOW, THEREFORE, THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Schedule A and Schedule B of the Water Supply and Treatment Project bid is awarded to Stettler Supply Company of Salem Oregon for a total of \$1,736,792.75, allocated as follows: \$1,109,342.85 for Schedule A and \$627,449.90 for Schedule B.

Section 2. The Engineer is authorized to issue a notice of award letter and prepare the contract documents and forward to Settler Supply Company for execution in accordance with contract documents.

Section 3. A construction contract by and between North Beach Water District and Stettler Supply Company, in substantially the form as attached hereto and incorporated herein as Exhibit B, is hereby approved, subject to final approval as to form by the District's legal counsel.

Section 4. The General Manager is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which may be required or advisable in order to consummate the Water Supply and Treatment Project in accordance with the plans and specification contained in the bid documents.

ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 14th DAY OF APRIL, 2016

Brian Sheldon, Commissioner
Position #1

Glenn Ripley, Commissioner
Position #3

Gwen Brake, Commissioner
Position #2

Exhibit "A"

NO.	ITEM	QUANTITY	ENGINEER'S ESTIMATE		STETTLER SUPPLY COMPANY		ROTSCHY, INC.		STELLAR J CORPORATION		ROGNLIN'S, INC.		MCCLURE AND SONS, INC.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A: SOUTH WELLFIELD IMPROVEMENTS														
1	Mobilization and Demobilization	1 LS	\$81,000.00	\$81,000.00	\$92,850.00	\$92,850.00	\$176,000.00	\$176,000.00	\$85,000.00	\$85,000.00	\$90,000.00	\$90,000.00	\$80,000.00	\$80,000.00
2	Minor Changes	1 CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	Locate Existing Utilities	1 LS	\$500.00	\$500.00	\$2,700.00	\$2,700.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
4	Trench Excavation Safety Systems	1 LS	\$1,930.00	\$1,930.00	\$1,930.00	\$1,930.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
5	Sitework	1 LS	\$2,500.00	\$2,500.00	\$10,720.00	\$10,720.00	\$17,000.00	\$17,000.00	\$6,500.00	\$6,500.00	\$2,450.00	\$2,450.00	\$20,000.00	\$20,000.00
6	Special Excavation of Unsuitable Materials	20 CY	\$30.00	\$600.00	\$55.00	\$1,100.00	\$130.00	\$2,600.00	\$40.00	\$800.00	\$45.00	\$900.00	\$100.00	\$2,000.00
7	Erosion Control	1 LS	\$2,500.00	\$2,500.00	\$3,590.00	\$3,590.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$14,700.00	\$14,700.00	\$15,000.00	\$15,000.00
8	Foundation Gravel	70 CY	\$40.00	\$2,800.00	\$67.00	\$4,690.00	\$125.00	\$8,750.00	\$30.00	\$2,100.00	\$55.00	\$3,850.00	\$22.00	\$1,540.00
9	Crushed Surfacing Top Course	60 TN	\$40.00	\$2,400.00	\$50.00	\$3,000.00	\$60.00	\$3,600.00	\$28.00	\$1,680.00	\$45.00	\$2,700.00	\$34.00	\$2,040.00
10	Crushed Surfacing Base Course	35 TN	\$40.00	\$1,400.00	\$73.00	\$2,555.00	\$60.00	\$2,100.00	\$22.00	\$770.00	\$45.00	\$1,575.00	\$34.00	\$1,190.00
11	Bank Run Gravel	255 TN	\$30.00	\$7,650.00	\$28.00	\$7,140.00	\$45.00	\$11,475.00	\$19.00	\$4,845.00	\$29.00	\$7,395.00	\$36.00	\$9,180.00
12	Quarry Spalls	5 TN	\$35.00	\$175.00	\$96.00	\$480.00	\$215.00	\$1,075.00	\$100.00	\$500.00	\$80.00	\$400.00	\$65.00	\$325.00
13	Restoration	1 LS	\$5,000.00	\$5,000.00	\$5,395.00	\$5,395.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00	\$5,500.00	\$5,500.00
14	Reinforced Concrete Slab	1 LS	\$20,000.00	\$20,000.00	\$11,245.00	\$11,245.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$17,500.00	\$17,500.00	\$15,000.00	\$15,000.00
15	Treatment Building Modifications	1 LS	\$22,500.00	\$22,500.00	\$35,355.00	\$35,355.00	\$90,000.00	\$90,000.00	\$37,000.00	\$37,000.00	\$45,000.00	\$45,000.00	\$92,000.00	\$92,000.00
16	Wiegardt Well 1 Pump	1 LS	\$15,000.00	\$15,000.00	\$6,665.00	\$6,665.00	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
17	Wiegardt Well 2 Pump	1 LS	\$15,000.00	\$15,000.00	\$6,665.00	\$6,665.00	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
18	Wiegardt Well 3 Pump	1 LS	\$15,000.00	\$15,000.00	\$6,665.00	\$6,665.00	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
19	Carbon Filter Treatment System	1 LS	\$327,000.00	\$327,000.00	\$326,390.00	\$326,390.00	\$300,000.00	\$300,000.00	\$333,000.00	\$333,000.00	\$330,000.00	\$330,000.00	\$350,000.00	\$350,000.00
20	Ferric Chloride Feed System	1 LS	\$18,000.00	\$18,000.00	\$35,350.00	\$35,350.00	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00	\$34,000.00	\$34,000.00	\$35,000.00	\$35,000.00
21	Potassium Permanganate Feed System	1 LS	\$20,000.00	\$20,000.00	\$13,540.00	\$13,540.00	\$11,500.00	\$11,500.00	\$11,000.00	\$11,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00
22	Piping, Valves and Appurtenances	1 LS	\$245,000.00	\$245,000.00	\$207,200.00	\$207,200.00	\$200,000.00	\$200,000.00	\$265,000.00	\$265,000.00	\$270,000.00	\$270,000.00	\$280,000.00	\$280,000.00
23	Electrical, Telemetry and Instrumentation	1 LS	\$191,000.00	\$191,000.00	\$233,850.00	\$233,850.00	\$210,000.00	\$210,000.00	\$223,000.00	\$223,000.00	\$220,000.00	\$220,000.00	\$233,650.00	\$233,650.00
Subtotal, Schedule A:				\$1,006,025.00		\$1,029,075.00		\$1,153,200.00		\$1,125,695.00		\$1,116,270.00		\$1,221,425.00
Sales Tax @ 7.8%				\$78,469.95		\$80,267.85		\$89,949.60		\$87,804.21		\$87,069.06		\$95,271.15
TOTAL CONSTRUCTION COST, SCHEDULE A				\$1,084,494.95		\$1,109,342.85		\$1,243,149.60		\$1,213,499.21		\$1,203,339.06		\$1,316,696.15
ADDITIVE ITEM														
1	Wiegardt Wellfield Sitework	1 LS	\$10,000.00	\$10,000.00	\$10,475.00	\$10,475.00	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	Crushed Surfacing Top Course	135 TN	\$40.00	\$5,400.00	\$34.00	\$4,590.00	\$35.00	\$4,725.00	\$28.00	\$3,780.00	\$39.00	\$5,265.00	\$32.00	\$4,320.00
3	Crushed Surfacing Base Course	265 TN	\$40.00	\$10,600.00	\$34.00	\$9,010.00	\$30.00	\$7,950.00	\$22.00	\$5,830.00	\$34.00	\$9,010.00	\$32.00	\$8,480.00
Subtotal, Additive:				\$26,000.00		\$24,075.00		\$17,675.00		\$22,610.00		\$29,275.00		\$27,800.00
Sales Tax @ 7.8%				\$2,028.00		\$1,877.85		\$1,378.65		\$1,763.58		\$2,283.45		\$2,168.40
TOTAL CONSTRUCTION COST, ADDITIVE				\$28,028.00		\$25,952.85		\$19,053.65		\$24,373.58		\$31,558.45		\$29,968.40

DATE: 3/2016
 DRAWN: SC
 CHECKED: JP
 APPROVED: JP

NO.	BIDDER	ITEM	QUANTITY	ENGINEER'S ESTIMATE		STETTNER SUPPLY COMPANY		ROTSCHY, INC.		STELLAR J CORPORATION		ROGNLIN'S, INC.		MCCLURE AND SONS, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: NORTH WELLFIELD IMPROVEMENTS															
1		Mobilization and Demobilization	1 LS	\$46,000.00	\$46,000.00	\$90,725.00	\$90,725.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00	\$48,000.00	\$48,000.00	\$10,000.00	\$10,000.00
2		Minor Changes	1 CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3		Fence and Gates	1 LS	\$60,000.00	\$60,000.00	\$45,935.00	\$45,935.00	\$40,000.00	\$40,000.00	\$44,000.00	\$44,000.00	\$51,000.00	\$51,000.00	\$45,000.00	\$45,000.00
4		Treatment Building Modifications	1 LS	\$60,000.00	\$60,000.00	\$40,175.00	\$40,175.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$44,000.00	\$44,000.00
5		Potassium Permanganate Feed System	1 LS	\$18,000.00	\$18,000.00	\$14,825.00	\$14,825.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$15,500.00	\$15,500.00	\$17,000.00	\$17,000.00
6		Piping, Valves and Appurtenances	1 LS	\$80,000.00	\$80,000.00	\$77,090.00	\$77,090.00	\$50,000.00	\$50,000.00	\$95,000.00	\$95,000.00	\$81,000.00	\$81,000.00	\$75,000.00	\$75,000.00
7		Electrical, Telemetry and Instrumentation	1 LS	\$304,500.00	\$304,500.00	\$308,300.00	\$308,300.00	\$275,000.00	\$275,000.00	\$300,000.00	\$300,000.00	\$295,000.00	\$295,000.00	\$300,000.00	\$300,000.00
		Subtotal, Schedule B:		\$573,500.00	\$573,500.00			\$477,000.00	\$477,000.00	\$509,000.00	\$509,000.00	\$545,500.00	\$545,500.00	\$496,000.00	\$496,000.00
		Sales Tax @ 7.8%		\$44,733.00	\$44,733.00			\$37,206.00	\$37,206.00	\$39,702.00	\$39,702.00	\$42,549.00	\$42,549.00	\$38,688.00	\$38,688.00
		TOTAL CONSTRUCTION COST, SCHEDULE B		\$618,233.00	\$618,233.00			\$514,206.00	\$514,206.00	\$548,702.00	\$548,702.00	\$588,049.00	\$588,049.00	\$534,688.00	\$534,688.00
		TOTAL CONSTRUCTION COST, SCHEDULE A		\$1,084,494.95	\$1,084,494.95			\$1,243,149.60	\$1,243,149.60	\$1,213,499.21	\$1,213,499.21	\$1,203,339.06	\$1,203,339.06	\$1,316,696.15	\$1,316,696.15
		TOTAL CONSTRUCTION COST, ADDITIVE		\$28,028.00	\$28,028.00			\$19,053.65	\$19,053.65	\$24,373.58	\$24,373.58	\$31,558.45	\$31,558.45	\$29,968.40	\$29,968.40
		TOTAL CONSTRUCTION COST, SCHEDULE B		\$618,233.00	\$618,233.00			\$514,206.00	\$514,206.00	\$548,702.00	\$548,702.00	\$588,049.00	\$588,049.00	\$534,688.00	\$534,688.00
		TOTAL CONSTRUCTION COST, SCHEDULE A, ADDITIVE AND SCHEDULE B		\$1,730,755.95	\$1,730,755.95			\$1,776,409.25	\$1,776,409.25	\$1,786,574.79	\$1,786,574.79	\$1,822,946.51	\$1,822,946.51	\$1,881,352.55	\$1,881,352.55
		Sealed bids were opened at the North Beach Water District, 25902 Vernon Avenue, Ocean Park, Washington 98640 on Thursday, March 24, 2016, 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.													
		 JOE PLAHUTA, P.E.													

DATE: 3/2016
DRAWN: SC
CHECKED: JP
APPROVED: JP

Exhibit "B"

AGREEMENT

THIS AGREEMENT is entered into by and between the **NORTH BEACH WATER DISTRICT** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

Schedule A – South Wellfield Improvements

Equip three wells with submersible pumps, flow meters, piping, valves, and controls. Install approximately 500 lf of 8-inch-diameter water pipe. Construct a carbon filter treatment system including chemical feed systems. Modify an existing building including HVAC improvements. Complete electrical, telemetry, and control modifications.

Schedule B – North Wellfield Improvements

Complete site improvements including fencing. Install a new chemical feed system. Modify an existing building. Complete electrical, telemetry, and control modifications.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____ 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 (\$_____) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$_____) 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 Public Works Payment Bond;
- The Contract Provisions, including 2014 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, 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.

AGREEMENT – Continued

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

NORTH BEACH WATER DISTRICT CONTRACTOR

By _____ License No. _____
By _____
Date _____ Title _____

Attest _____

Name and Address for giving notices (print)

PERFORMANCE BOND
to NORTH BEACH WATER DISTRICT, WA

Bond No. _____

The **NORTH BEACH WATER DISTRICT**, Washington, (District) has awarded to _____ (Principal), a contract for the construction of the project designated as Water Supply and Treatment Project Rebid in Ocean Park, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the District, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

District Attorney, North Beach Water District

Date

PUBLIC WORKS PAYMENT BOND
to NORTH BEACH WATER DISTRICT, WA

Bond No. _____

The **NORTH BEACH WATER DISTRICT**, Washington, (City or County) has awarded to _____ (Principal), a contract for the construction of the project designated as Water Supply and Treatment Project Rebid in Ocean Park, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the District, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

District Attorney, North Beach Water District

Date