

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

**RESOLUTION 25-2016**

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, AWARDED FURNISH AND INSTALL CHAIN-LINK FENCE AT THE NORTH WELLFIELD PROJECT.**

**WHEREAS**, the general manager prepared bid documents, including bidders instruction, specification, drawings, and contract documents, to Furnish and Install Chain Link Fence at the North Wellfield, hereinafter referred to as the Project; and

**WHEREAS**, on June 27, 2016 the general manager invited selected contractors from the MRSC small works roster to provide bids for the Project, with bids being due at 2:00 PM July 27, 2016 and a non-mandatory pre-bid meeting scheduled for 2:00 PM July 11, 2016; and

**WHEREAS**, two bidders attended the pre-bid meeting which resulted in the general manager issuing Addendum #1 to all bidders on July 14, 2016; and

**WHEREAS**, the general manager prepared a bid tabulation, attached hereto and incorporated herein as Exhibit A, for the bids received from Bear Power Fencing (Ilwaco WA) and Willamette Fence Company, Inc. (Portland OR.); and Able Fence Company, Inc. (Vancouver WA); and

**WHEREAS**, the District's general manager reviewed each bid and determined that Able Fence Company, Inc. of Vancouver Washington 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 39.04.350, verified Able Fence Company, Inc. of Vancouver Washington has met the contractor responsibility criteria;

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

**Section 1.** Award the Furnish and Install Chain Link Fence at the North Wellfield bid to Able Fence Company, Inc. of Vancouver

Washington for a total of Thirty Five Thousand Eight Hundred Eighty Eight dollars and Forty cents (\$35,888.40).

**Section 2.** A construction contract by and between North Beach Water District and Able Fence Company, Inc., 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 Furnish and Install Chain Link Fence at the North Wellfield Project.

**ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 22<sup>ND</sup> DAY OF AUGUST, 2016**

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Brian Sheldon, Commissioner  
Position #1

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Gwen Brake, Commissioner  
Position #2

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Glenn Ripley, Commissioner  
Position #3

**EXHIBIT "A"**

**NORTH BEACH WATER DISTRICT  
NORTH WELLFIELD CHAIN LINK FENCE INSTALLATION  
BID RESULTS**

Bid Date:	<b>July 27, 2016</b>	Bid Time:	<b>2:00 PM</b>	Bid Place:	<b>2212 227th Street Ocean Park, WA 98640</b>
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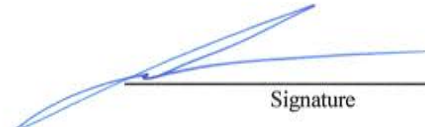
	Bidder Name	Amount		Signed (Y/N)	Bond or Certified Check (Y/N)
		Fence Proposal Total	Alternate Item Total		
1	Bear Power	\$47,289.00	\$50,674.80	Y	Y
2	Willamette Fence Company Inc	\$45,960.48	\$47,877.48	Y	Y
3	Able Fence Company Inc.	\$34,484.40	\$35,888.40	Y	Y

Persons Opening Bids

William Neal, General Manager  
Printed Name

Jack McCarty, Office Manager  
Printed Name

  
Signature

  
Signature

Notes: There were no bidders or observers present during the bid opening.

## **EXHIBIT "B"**

### **SMALL PUBLIC WORKS CONTRACT**

**THIS CONTRACT** is entered into by and between the NORTH BEACH WATER DISTRICT (District) and ABLE FENCE COMPANY, INC. (Contractor).

The District and the Contractor agree as follows:

#### **ARTICLE 1. WORK.**

Work shall consist of furnish and install approximately 1,850 lineal feet of 6 foot high Chain-Link Fence at its North Wellfield in Ocean Park, Washington.

#### **ARTICLE 2. CONTRACT TIME.**

The Contractor shall substantially complete the Work required by the Contract within fifty (50) business days (the Substantial Completion Date) and physically complete the Work within sixty (60) business days (the Physical Completion Date).

#### **ARTICLE 3. LIQUIDATED DAMAGES.**

The District and the Contractor recognize that time is of the essence and that the District 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 District if the Work is not completed within the time allowed in the Contract. Accordingly, the District and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the District (\$150.00) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$100.00) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

#### **ARTICLE 4. CONTRACT PRICE.**

The District 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 District 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 and Specifications, including 2014 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of two (2) sheets;
- Addenda numbers One (1) through One (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 District. 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 District and the Contractor, and their respective partners, successors, assigns and legal representatives.

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

**NORTH BEACH WATER DISTRICT**

**CONTRACTOR**

License No. \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Name and address for giving notices

\_\_\_\_\_

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