

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

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**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF  
PACIFIC COUNTY, WASHINGTON, AWARING WELL # 7  
REPLACEMENT BID TO BISON WELL DRILLING & SEPTIC, LLC**

**WHEREAS**, North Beach Water District (DISTRICT) operates a wellfield, hereinafter referred to as the "NORTH WELLFIELD" (NWF), located at 2212 272<sup>nd</sup> Avenue Ocean Park, Washington; and

**WHEREAS**, NWF-Well #7 has completely failed and NWF-Well #6 has suffered a significant reduction in water yield; and

**WHEREAS**, the NORTH WELLFIELD is vital to the operation of the District's water system; and

**WHEREAS**, the District contracted with Robinson Noble, Inc., professional hydrogeologists, to design and manage the replacement of NWF-Well #7 and the rehabilitation of NWF-Well #6; and

**WHEREAS**, Robinson Noble, Inc. prepared bid documents and an engineer's estimate for the project (\$47,714.00);

**WHEREAS**, Robinson Noble, Inc. advertised the bid to qualified contractors; and

**WHEREAS**, Robinson Noble, Inc. prepared a bid tabulation, attached hereto and incorporated herein as Exhibit A, showing Bison Well Drilling & Septic as the only contractor to submit a bid, attached hereto and incorporated herein as Exhibit B, for forty thousand forty six dollars and ninety two cents (\$47,046.92);

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

**Section 1.** Award the Well #7 Replacement Bid to Bison Well Drilling & Septic, LLC for forty thousand forty six dollars and ninety two cents (\$47,046.92).

**Section 2.** North Beach Water District's 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 above referenced Agreement.

**ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 17<sup>th</sup> DAY OF JULY, 2017**

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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

**North Beach Well 7 Replacement  
North Beach Water District**

Item	Quantity	Engineer's Estimate		Bison Drilling	
		Price	Subtotal	Price	Subtotal
1 Mobilization and Demobilization	1.00	10,000.00	10,000.00	12,000.00	12,000.00
2 Place and complete surface seal	1.00	2,500.00	2,500.00	3,610.00	3,610.00
3 8-inch drive shoe	1.00	600.00	600.00	420.00	420.00
4 Drill hole for 8-inch casing	102.00	50.00	5,100.00	48.00	4,896.00
5 Provide and Install 8-inch casing	122.00	40.00	4,880.00	37.18	4,535.96
6 8-inch shoe cut	1.00	4,500.00	4,500.00	2,900.00	2,900.00
7 Provide well screen and fittings	1.00	2,000.00	2,000.00	2,000.00	2,000.00
8 Extra materials	1.00	1,500.00	1,500.00	1,500.00	1,500.00
9 Authorized rig work	20.00	300.00	6,000.00	260.00	5,200.00
10 Authorized stand-by/shop time	8.00	150.00	1,200.00	120.00	960.00
11 Provide, install, and remove test pump	1.00	5,500.00	5,500.00	5,200.00	5,200.00
12 Operate pump	4.00	150.00	600.00	110.00	440.00
13 Salvage Credit	20.00	-10.00	-200.00	-5.00	-100.00
			44,180.00		43,561.96
			3,534.40		3,484.96
		Engineer's Estimate 47,714.40		Bison Drilling 47,046.92	



I do hereby certify that the best of my knowledge, the tabulations are true and correct transcriptions of the unit prices and total amount bid

**MICHAEL F. PIECHOWSKI**

*[Handwritten Signature]*

*June 29, 2017*

Mike Piechowski, LHG Robinson Noble, Inc.

Date

**BID PROPOSAL  
NORTH BEACH WATER DISTRICT  
REPLACEMENT WELL 7  
JUNE 2017**

Item	Description	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and demobilization	One	Lump Sum	12,000.00
2	Place and complete surface seal (18')	One	Lump Sum	3,610.00
3	8-inch drive shoe	One	Each	420.00
4	Drill hole for 8-inch casing	102 feet	\$ <u>48</u> / ft	4,896.00
5	Provide and install 8-inch casing	122 feet	\$ <u>37.18</u> / ft	4,535.96
6	8-inch shoe cut	One	Lump Sum	2,900.00
7	Provide well screen and fittings (Estimating 20 feet). For bid estimate, use \$2,000			\$2,000
8	Extra materials. Cost plus 15%. For bid estimate, use: \$1,500			\$1,500
9	Authorized rig work	20 hours	\$ <u>260</u> /hr	5,200.00
10	Authorized stand-by/shop time	8 hours	\$ <u>120</u> /hr	960.00
11	Provide, install & remove 150-gpm test pump; pump 4 hours	One	Lump Sum	5,200.00
12	Operate pump	4 hours	\$ <u>110</u> /hr	440.00
13	Salvage Credit for 8-inch casing	20 feet	( \$ <u>5</u> /ft)	( \$ <u>100.00</u> )
<b>Base Bid Total</b>				<b>\$ 43,561.96</b>

Proposed Date to Begin Drilling Activities: To be determined

Firm Name: Bison Well Drilling & Septic, LLC

By: Tonya L. Feavel - Owner

Date: 06/21/2017

**BID PROPOSAL**

It is understood and agreed that the quantities stated are approximate and are subject to either increase or decrease, and are stated for the purpose of comparing bids and fixing the amounts of Surety bonds, and that should the quantities of any of the items of work be increased, the undersigned Contractor submitting the bid shall perform the additional work at the unit prices set out above, and on actual quantities installed at such unit prices, and the undersigned Contractor will make no claims for increase or decrease in the quantities. It is further understood that actual quantities will be determined upon completion of the work covered by the Contractor.

**Sales Tax**

None of the above bid prices include State Sales Tax.

**Addendum Receipt**

Receipt of the following addends to the Specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date: N / A

Addendum No. \_\_\_\_\_ Date: N / A

**Owner's Right to Evaluation of Bids**

The Owner is not obligated to accept the low bid. He reserves the right to confer with any or all contractors to ascertain the experience record and to inspect the materials and equipment proposed for this work, and shall satisfy himself that the contractor submitting the bid is capable of fulfilling this Contract. The Owner reserves the right to reject any or all bids.

The undersigned hereby designates Tonya L. Feavel as his officer to which such notice of acceptance may be sent.

Name of Firm: Bison Well Drilling & Septic, LLC Address: PO Box 5142  
By: Tonya L. Feavel Spanaway, Wa 98387  
Title: Owner Fax: 253-847-5347  
Phone: 253-847-7744

Note: If the submitting contractor is a corporation, write State of Incorporation; and if a partnership, give full names and addresses of all partners below:

Darrell Feavel Owner  
Tonya L. Feavel Owner

Bond Number: SUR40015137

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Principal and Surety are held and firmly bound unto

**NORTH BEACH WATER DISTRICT**

As Obligee in the penal sum of -FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID of the total amount bid, the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for  
**REPLACEMENT WELL 7**

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NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect. Provided, however, that if the Principal's bid would otherwise be declared non-responsive by the Obligee solely because the wording in this bond varies from that which is specified in the call for bids, then this document is hereby amended to include the wording so specified.

SIGNED, SEALED AND DATED THIS 30th DAY OF JUNE 2017.

PRINCIPAL:

SURETY:

**BISON WELL DRILLING & SEPTIC LLC** **IRONSHORE INDEMNITY INC.**

By:

  
\_\_\_\_\_

By:

  
BRITTANY ARNESON, Attorney in Fact



POWER OF ATTORNEY

III- SUR40015137

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: BRITTANY ARNESON its true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety, a BID BOND under bond or undertaking number SUR40015137 issued on behalf of, BISON WELL DRILLING & SEPTIC LLC as principal in the penal sum not to exceed 250,000.00

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 250,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.

By: [Signature] Daniel L. Sussman Director



ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public - State of Tennessee Davidson County My Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 30th Day of JUNE, 20 17.



[Signature] Paul S. Giordano Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



155 NE 100th Street Suite 201, Seattle, WA 98125 800-441-0712 206-281-8411 FAX 206-281-8456

**Please fax or mail this form back to us immediately after bid**

## BID RESULTS FORM

(If mailing, fold for proper address in window)

BISON WELL DRILLING & SEPTIC LLC  
P.O. BOX 5142  
SPANAWAY, WA 98387

GRIFFIN MACLEAN, INC.  
2340 130TH AVE NE, SUITE D150  
BELLEVUE, WA 98005

Name of contractor: BISON WELL DRILLING & SEPTIC LLC  
Customer Number: 11666

Bid date: 6/30/2017 Amount \$ 43,562.00 Bond no. SUR40015137

Obligee: NORTH BEACH WATER DISTRICT

Description of project: REPLACEMENT WELL 7

Please fill in firm name & bid prices -- also, check off winning bid.

\_\_\_ Lowest bidder: Firm: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ 2nd lowest bidder: Firm: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ 3rd lowest bidder: Firm: \_\_\_\_\_ \$ \_\_\_\_\_

IF YOUR BID IS NOT LISTED ABOVE -- WHAT WAS YOUR BID PRICE \$ \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_ By: \_\_\_\_\_

Title



## **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.**

The Owner intends to construct one or more water well and rehabilitate one water well.

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

The Contractor shall substantially complete the Work required by the Contract within eighty (80) calendar days (the Substantial Completion Date) and physically complete the Work within one ninety (90) calendar 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 \$100.00 per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and \$150.00 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 Request for Bids, including Technical Specification, Standard Conditions, Bid Proposal, Plans and Drawings;
- 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 2016 WSDOT Standard Specification as referenced;
- Addendum(s) number(s) \_\_\_\_\_, 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.**

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby 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 indicated below.

**NORTH BEACH WATER DISTRICT**

**CONTRACTOR**

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

Name and Address for giving notices (print)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_