

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

RESOLUTION NO. _____

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY,
WASHINGTON, APPROVING CONTRACT WITH BIG RIVER EXCAVATING FOR THE BAY
AVENUE WATER MAIN REPLACEMENT PROJECT**

WHEREAS, on February 21, 2019 the Board of Commissioners (Board) of North Beach Water District (NBWD) adopted Resolution 02-2019 awarding the Bay Avenue Water Main Replacement Project Bid to Big River Excavating for five hundred six thousand two hundred ninety-three dollars and ninety-two cents (\$506,293.92); and

WHEREAS, Big River Excavating has returned the signed Contract, Performance Bond, Public Works Payment Bond, and Insurance Certificates as required in the Notice of Award, attached hereto and incorporated herein as Exhibit A;

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

Section 1. Approve the Agreement, attached hereto and incorporated herein as Exhibit B.

Section 2. Authorize and direct North Beach Water District's General Manager to execute and deliver the Agreement approved in Section 1 and do any and all things and to execute and deliver any and all notices or documents which may be required or advisable in order to consummate Bay Avenue Water Main Replacement Project.

ADOPTED by the Board of Commissioners on North Beach Water District, Pacific County, Washington at its special meeting held on the _____ day of March 2019.

Brian Sheldon, Commissioner
Position #1

Glenn Ripley, Commissioner
Position #3

Gwen Brake, Commissioner
Position #2



February 22, 2019

Mr. Tony Ewing
Big River Excavating
1050 Olney Avenue
Astoria, Oregon 97103

SUBJECT: TRANSMITTAL OF CONTRACT, BAY AVENUE WATER MAIN
PROJECT
NORTH BEACH WATER DISTRICT, PACIFIC COUNTY,
WASHINGTON
G&O #18252

Dear Mr. Ewing:

This letter is to advise you that on February 21, 2019, the North Beach Water District officially awarded the construction contract for the Bay Avenue Water Main Project to Big River Excavating.

Attached are the following contract documents for your execution:

1. The Agreement, pages A-2 and A-3. The Contractor must initial Article 6.
2. The Performance Bond, page B-1.
3. The Public Works Payment Bond, page B-2.

Your attention to General Conditions Section 3.03.5(4) "Public Liability and Property Damage Insurance" is specifically required. These insurance policies shall include as additional insured the North Beach Water District and Gray & Osborne, Inc. In accordance with the Contract Provisions, furnish copies of all required insurance certificates along with the signed Contracts within 10 calendar days of receiving this letter.

Please return four original signed Agreements, Performance Bonds, Public Works Payment Bonds and insurance documents to Gray & Osborne, Inc., 2102 Carriage Drive SW, Building I, Olympia, Washington 98502. Gray & Osborne will review, bind the documents into the Contract Provisions, and forward the documents to the District for additional review by the District's Attorney and signature by the District. The District will date the contract forms on the date of its contract signature and two signed Contracts



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will be returned to you. A "Notice to Proceed" will be issued after the District has executed the Contract.

Sincerely,

GRAY & OSBORNE, INC.

Joe Plahuta, P.E.

JP/sp
Encl.

cc: Mr. Bill Neal, North Beach Water District

AGREEMENT

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

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The Project will include installing approximately 2,300 linear feet of 8-inch water main along Bay Avenue from Park Avenue to "U" Avenue and all associated appurtenances.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within **50** working days (the Substantial Completion Date) and physically complete the Work within **60** 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:

AGREEMENT – Continued

- This Agreement;
- 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 2018 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of **15** sheets, as listed in the index on the cover sheet 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.

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.

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 BIG RIVER EXCAVATING

By _____ License No. _____
By _____

Date _____ Title _____
Attest _____

Name and Address for giving notices (print)

PUBLIC WORKS PAYMENT BOND
to NORTH BEACH WATER DISTRICT, WA

Bond No. _____

The **NORTH BEACH WATER DISTRICT**, Washington, (District) has awarded to **BIG RIVER EXCAVATING** (Principal), a contract for the construction of the project designated as Bay Avenue Water Main Project, 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 **FIVE HUNDRED SIX THOUSAND TWO HUNDRED NINETY-THREE AND 92/100 US Dollars (\$506,293.92)** 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, 39.12 and 60.28 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 all taxes incurred on said Contract under Title 82 RCW; 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