

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

RESOLUTION 19-2015

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT
OF PACIFIC COUNTY, WASHINGTON, AWARDDING A
SMALL WORKS CONTRACT TO HILL & SONS
EXCAVATING, INC. FOR SOUTH WELLFIELD SITE WORK**

WHEREAS, on August 20, 2015 North Beach Water District (District) did invite contractors from its small works roster to submit bids on the South Wellfield Site Work Project; and

WHEREAS, all bids received were opened and read aloud, as advertised, on August 28 2015 at 11:00 AM the results of which were:

Bidder	Bid Amount
Taft Plumbing & Septic, Inc. _____	\$13,552.24
Hill & Sons Excavating, Inc. _____	\$13,131.43

; and

WHEREAS, the District's general manager, by the letter dated September 2, 2015, attached hereto and incorporated herein as Exhibit "A", did recommend that the South Wellfield Site Work Project bid be awarded to Hill & Son Excavating, Inc. at the total bid price of thirteen thousand one hundred thirty one dollars and forty three cents (\$13,131.43), now, therefore

BE IT RESOLVED, that the bid for the South Wellfield Site Work Project be and is hereby awarded to Hill & Son Excavating, Inc. in the bid amount of thirteen thousand one hundred thirty one dollars and forty three cents (\$13,131.43); and

EXHIBIT "A"



North Beach Water District

September 2, 2015

North Beach Water District
Board of Commissioners
25902 Vernon Avenue
PO Box 618
Ocean Park, WA 98640

Project: South Wellfield Site Work

Re: RECOMMENDATION OF AWARD

Dear Commissioners,

On August 20, 2015 the General Manager invited four contractors from its small works roster to bid on the South Wellfield Site Work Project.

As Advertised, on August 28 2015 at 11:00 AM the District publicly opened all bids received for the South Wellfield Site Work Project.

The Bid Tabulation is as follows:

Bidder	Bid Amount
Woody's Septic Specialties, Inc.	No Bid
DPR Builders & Developers, Inc.	No Bid
Taft Plumbing & Septic, Inc.	\$13,552.24
Hill & Sons Excavating, Inc.	\$13,131.43

It has been determined that all bidders are responsive and responsible.

The General Manger, based on a review of the submitted bids, recommends that the District Award a Small Works Contract to Hill & Sons Excavating, Inc. of Ocean Park, WA for the above referenced project in the amount of thirteen thousand one hundred thirty one dollars and forty three cents (\$13,131.43).

Sincerely,

William Neal,
General Manager, NBWD

Cc: Jack McCarty, NBWD Office Manager
NBWD Board of Commissioners
File

EXHIBIT "B"



North Beach Water District

September 22, 2015

Parker Hill, President
Hill & Son Excavating, Inc.
PO Box 462
Ocean Park, WA 98640

Project: South Wellfield Site Work

Re: **NOTICE OF AWARD**

Dear Mr. Hill,

The purpose of this letter is to notify you that your Bid dated August 27, 2015 for the above Project was the apparent low bid. Your Bid was determined to be responsive and responsible and the North Beach Water District Board of Commissioners awarded a limited public works contract to you for the above referenced Project.

The Contract price is thirteen thousand one hundred thirty one dollars and forty three cents (\$13,131.43).

Please provide the following items within ten (10) days of the date of this Notice of Award.

1. Deliver to the District two fully executed counterparts of the enclosed Limited Public Works Contract.
2. Deliver with the executed Contract, Insurance Certificates as specified in the Instructions to Bidders listing the District as an additional insured on the insurance certificate.

If you fail to deliver the items listed above with the time specified, the District will consider your bid in default and annul this Notice of Award.

As of the Date of this letter, the District anticipates issuing a Notice to Proceed on October 5, 2015. You will have 10 days to start work and 15 days to complete work once the Notice to Proceed has been issued.

Sincerely,

William Neal,
General Manager, NBWD

Cc: Jack McCarty, NBWD Office Manager
NBWD Board of Commissioners
File

**NORTH BEACH WATER DISTRICT
LIMITED PUBLIC WORKS CONTRACT**

Scope of Work: The terms and conditions of this Small Works Contract shall be incorporated into any project a Contractor performs under the Small Work Roster. When or if the District decides to award a contract to a listed Contractor through the Small Works Roster, it shall prepare a Request for Quotation or a purchase order which shall describe in detail the work to be performed. The Contractor will not begin work until a "Purchase Order" or "Notice to Proceed" has been issued by the District.

Contractor's Obligation: The Contractor agrees that it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing all specified work. All work shall be done in accordance with the Contract Documents and in accordance with all state, federal and local laws and regulations. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents and within the time limits stated in the Contract Documents. Unless otherwise specified in the Contract Documents, all projects with the District shall be governed by the current year's Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation.

In accordance with Revised Code of Washington (RCW) 39.04.350 the contractor must meet the following bidder responsibility criteria to be considered a responsible bidder. The contractor may be required to provide the District documentation demonstrating compliance with the criteria. The contractor must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Before award of contract, have a current Washington Unified Business Identifier (UBI) number;
3. Before award of contract, if applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. At the time of award of contract, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Supplemental responsible bidder criteria, if applicable.

Pursuant to RCW 39.06.020, the contractor who is awarded the contract must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

District's Obligation: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the District, the District agrees to pay the Contractor in the manner and in the times provided in the Contract Documents and in accordance with the policies of the District and the laws of the State of Washington. The amount finally to be paid is, however, variable upon the amount of work done and/or materials furnished pursuant to unit prices, if any, fixed in the Contractor's Proposal or as modified by any or all approved change orders.

Permits: The Contractor agrees to make all necessary arrangements and to obtain all necessary permits to do the work required and covered by this Contract from the United States and any of its subdivisions or agencies and the State of Washington and any of its subdivisions or agencies and any municipalities.

Insurance: The Contractor agrees to the following requirements relating to insurance coverage and shall provide appropriate insurance certificates and endorsements to the District. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the District. In the event project specific insurance requirements apply, District will request proof of coverage prior to issuance of Notice to Proceed. In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. Minimum required insurance coverage is as follows:

A policy of Commercial General Liability Insurance, including:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offense

Washington Stop Gap (this must be indicated on the certificate) /Employers' Liability:

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

Auto Liability Coverage:

- \$1,000,000 Combined Single Limit

North Beach Water District named as an Additional Insured including applicable endorsements (this must be indicated on the certificate).

Waiver of any rights of subrogation including applicable endorsements.

North Beach Water District shall be named as Certificate Holder.

Worker's Compensation: The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

Employment Security: The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

Contractor's Bond: The Contractor agrees that for projects of \$35,000 or more, before it undertakes performance of the Contract, it will file with the District a Performance and Payment Bond in the full amount of the Contract price, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bond shall be supplied on a District approved form.

Payment of Suppliers: The Contractor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the Contract.

Hours of Work: The Contractor agrees that all persons employed by it and by any of its subcontractors in work done pursuant to this Contract shall

not be employed in excess of eight hours in any one day, except as in accordance with Chapter 49.28 RCW.

Payment of Labor: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Chapter 39.12 RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute. The Contractor and its subcontractors may be required to submit Certified Payrolls to the District upon request.

Payment: Invoices will be paid thirty (30) days after the District's receipt and acceptance of the materials or work, provided that all required forms have been submitted. Payment periods will be computed from the acceptance of all work, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the Contract documents. No payment shall be due prior to the District's receipt and acceptance of the items identified in the invoice thereof.

Notwithstanding the provisions above, the District reserves the right to refuse payment, in whole or in part, until such time as the District is satisfied that the Contractor and its subcontractors have satisfied all claims and requirements of the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security, as well as all claims of suppliers of labor, materials, or equipment.

Retainage: For projects in excess of \$35,000 there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and RCW Ch. 60.28. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved. Payment of the retained percentage shall be withheld for a period of 45 days following the final completion and acceptance of all Contract work by the District, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12, subject to any claims filed in accordance with law and receipt of the submission of all required payrolls and affidavits, and releases or certificates have been obtained from the Washington State Department of Labor & Industries, Washington State Department of Employment Security and from the Washington State Department of Revenue.

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 governing the disposal of waste or debris accumulated and/or generated during the course of performance of the work under this Contract, that is in any manner connected with, the work performed under this Contract, 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)

Venue and Attorneys' Fees: This Contract 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 Contract 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.

Assignment: This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

Contract Documents: In case of conflict, the precedence of the following documents in controlling the work shall be:

- 1) Purchase Order, 2) Addenda, 3) Request for Quotation, 4) Special Provisions, 5) Contract 6) Plans 7) Small Works Contract, 7) Permits from Outside Agencies, 7) Amendments to the Standard Specifications, 8) WSDOT Standard Specifications (most current), and 9) Standard Plans

Approved change orders, force accounts, and approved revisions to the drawings and specifications will take precedence over Contract Documents.

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 including but not limited to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

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 Contract. 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.

Termination for Convenience: The District, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the District.

By signing this contract, I certify that I am an authorized signatory for the Company and acknowledge and agree to the terms and conditions of this contract.

Accepted by: _____

Company Name: _____

Printed Name: _____

UBI Number: _____

Title: _____

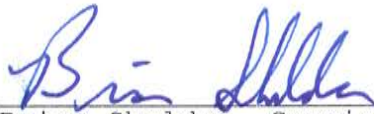
WA State Contactor License Number: _____

Date: _____

WA State Employment Security Account Number: _____

BE IT FURTHER RESOLVED, that the general manager forward, by certified mail, the Notice of Award dated September, 22, 2015, attached hereto and incorporated herein as Exhibit "B", to Parker Hill, President, Hill & Son Excavating, Inc. a Washington State Corporation.

Adopted by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 21 day of September, 2015.



Brian Sheldon, Commissioner
Position #1



Gwen Brake, Commissioner
Position #2



Glenn Ripley, Commissioner
Position #3