

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

**RESOLUTION 23-2015**

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF  
PACIFIC COUNTY, WASHINGTON, AWARDDING A LIMITED PUBLIC  
WORKS CONTRACT TO DESCOAV OF OLYMPIA WASHINGTON FOR  
THE CONFERENCE ROOM AUDIO VIDEO SYSTEM PROJECT**

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**WHEREAS**, on June 26, 2015 Board of Commissioners (Board) adopted Resolution 14-2015 awarding the Construction of a new office and facilities building to Larry Helligso Construction Co DBA Helligso Construction Co; and

**WHEREAS**, the new office and facilities building will include a conference room that will be used for public meetings, employee training, and other District and public events requiring audio video capacities; and

**WHEREAS**, the District's small works rooster does not include a category for audio video contractors, therefore the District's office manager contacted three regional licensed and bonded audio video installation contractors for quotes the results of those contacts are listed here:

**Encore Audio Video ----- (Did not Bid)**

1400 NW Everett Street

Portland, OR 97209

WA State Contractor No. ----- N/A

WA State UBI NO.: ----- N/A

**Desco Electronics Corp DBA DescoAV ----- \$15,654.05**

2306 Harrison Ave. NW

Olympia, WA 98502

WA State Contractor No. ----- DESCOEC993LB

WA State UBI No. ----- 600-000-750

**Delta System Integration ----- Verbal Only - \$20-25,000.00**

2450 NW Eleven Mile Ave.

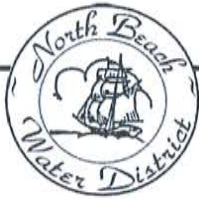
Gresham, OR 97030

WA State Contractor No. ----- DELTAS1910Q2

WA State UBI No. ----- 601-693-552

**WHEREAS**, the District's general manager, by the letter dated October 15, 2015, attached hereto and incorporated

EXHIBIT "A"



*North Beach Water District*

October 15, 2015

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

Project: Conference Room Audio Video

Re: **RECOMMENDATION OF AWARD**

Dear Commissioners,

The District's small works roster does not include a category for Audio/Video contractors. Therefore, the District's office manager solicited quotes from Audio/Video contractors who advertised in the greater Pacific County, Washington and Clatsop County, Oregon areas. The following list of vendors were chosen due to advertising claims as equipment providers, installers, and Washington State licensed and bonded contractors.

**Encore Audio Video ----- (Did not Bid)**

1400 NW Everett Street  
Portland, OR 97209

WA State Contractor No. -----N/A

WA State UBI NO.: -----N/A

**Desco Electronics Corp DBA DescoAV ----- \$15,654.05**

2306 Harrison Ave. NW  
Olympia, WA 98502

WA State Contractor No. -----DESCOEC993LB

WA State UBI No. -----600-000-750

**Delta System Integration ----- Verbal Only - (No Bid)**

2450 NW Eleven Mile Ave.  
Gresham, OR 97030

WA State Contractor No. -----DELTAS1910Q2

WA State UBI No. -----601-693-552

The general manager determined that Encore Audio Video was not a responsive or responsible bidder as they did not have a current Washington State Contractors or Unified Business Identifier (UBI) number.

The general manager determined that Desco Electronics Corp DBA DescoAV is a responsive and responsible bidder.

The general manager determined that Delta System Integration is a responsible bidder his bid was non-responsive. Delta System Integration did not provide a written estimate although they did provide a verbal

estimate. Due to poor communication on the part of Delta System Integration, the verbal estimate was based on a limited understanding of the scope of the project and needs of the District.

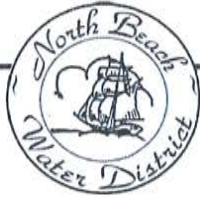
The general manager, in consideration of the schedule of construction of the office and facilities building and based on a review of the office managers reports and investigations and the submitted estimate from DescoAV, recommends that the District Award the Limited Public Works Contract to Desco Electronics Corp DBA DescoAV of Olympia, Washington for fifteen thousand six hundred fifty four dollars and five cents (\$15,654.05)

Sincerely,

William Neal,  
General Manager, NBWD

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





*North Beach Water District*

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October 20, 2015

Dustin Carter  
Desco AV  
2306 Harrison  
Olympia, WA 98502

Project: Conference Room Audio Video Project

Re: NOTICE OF AWARD

Dear Mr. Carter,

The purpose of this letter is to notify you that 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 fifteen thousand six hundred fifty four dollars and five cents (\$15,654.05).

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 estimate in default and annul this Notice of Award.

As of the Date of this letter, the District anticipates issuing a Notice to Proceed on November 2, 2015. You will have 10 days to start work and 60 days to complete work once the Notice to Proceed has been issued. You must complete your stages of work as the building is being constructed.

Sincerely,

William Neal,  
General Manager, NBWD

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

# Conference Room Electronics System Proposal

## North Beach Water District

25902 Vernon AVE  
Ocean Park WA 98640

Jack McCarty  
360.665.4144  
officemanager@northbeachwater.com



2306 Harrison Avenue Northwest  
Olympia, Washington 98502

[www.descoav.com](http://www.descoav.com) – 360.943.1393

Submitted by Dustin Carter  
dustinc@descoav.com

October 13, 2015

# Electronics System Outline and Scope

## Conference Room AV System -

The proposed system for this room has been designed to be a fully functional system that is easily used by anyone with minimal training. The system consists of an ultra-bright Epson projector with flexible connectivity that includes wireless connection options. The proposed screen is of ample size for a room this size and has an extra wide viewing cone for maximum viewability throughout the room. The screen will automatically roll down when in use, and will roll closed to a stored position when not in use. Video connections will be made to the projector via compatible wireless devices and an HDMI/VGA wall-plate with an imbedded scaler that allows for users to just connect their laptops and go without having to change any resolution settings. The audio system in the room will have four flush mounted in ceiling speakers with built in back cans to focus sound directly into the room they are in. The speakers will be powered by ultra-reliable Stewart Audio small form amplifiers to conserve space in the equipment rack. There will be three desktop, gooseneck microphones for up to six people addressing a group audience. A wireless microphone kit will be provided for "audience participation." A DSP device will be installed to handle all mixing of the audio system automatically. All components will be connected to commercial grade surge protector units. All components in the system will be controlled by a single custom programmed remote control system.

## Phases of Construction/Installation

### Pre-Wire

The title "Pre-Wire" probably speaks for itself, however, we would like to note the importance of the sequence of events. We typically pre-wire your space as the very last subcontractor before the building is insulated and sheetrock is installed. It is preferable that all electrical and mechanical systems be installed due to the sensitive nature of audio and video wiring. We must avoid electrical interference and mechanical damage to your delicate video, audio and data wiring. We need to ensure that after the sheetrock is up our wires will maintain the integrity and your system will work as designed.

### Initial Trim Out

This stage occurs after sheetrock and painting are complete. This is when we mount and install all the parts of the system that are attached to the ceiling or walls (volume controls, keypads, speakers, wall plates and distribution parts).

### Final Trim Out

This final stage is when the owner has possession of the building and has gone through its final cleaning before occupancy. We will install the final components (televisions, source equipment, speakers, amplifiers etc.) at this point.



Desco AV  
2306 Harrison Ave NW  
Olympia WA 98502

www.descoav.com  
360.943.1393



<b>Estimate Prepared For:</b> Jack McCarty North Beach Water District 360.665.4144 <a href="mailto:officemanager@northbeachwater.com">officemanager@northbeachwater.com</a>	<b>Site Address:</b> 25902 Vernon AVE Ocean Park WA 98640  Conference Room AV System	<b>Prepared By:</b> Dustin Carter Desco AV 360.943.1393 <a href="mailto:dustinc@descoav.com">dustinc@descoav.com</a>
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Description	Quantity	Unit Price	Amount
Epson PowerLite 4770W 5000 Lumen 3LCD Projector	1	\$1,999.00	\$1,999.00
Chief MFG CMA440 Dropceiling Projector Kit	1	\$121.00	\$121.00
Chief MFG RPAU Projector Interface Kit	1	\$229.00	\$229.00
Chief MFG CMS003 Mount Extension	1	\$19.00	\$19.00
Draper Targa 123" Surface Mount Motorized Screen	1	\$990.00	\$990.00
Tannoy CMS6 Flush Mount In-Ceiling 70v Speaker	4	\$169.00	\$676.00
Stewart Audio AV25-2 Amplifier	2	\$215.00	\$430.00
Atlona AT-HDVS-TX-WP HDBaseT HDMI/VGA Wallplate Scaling Transmitter	1	\$419.99	\$419.99
Atlona AT-HDVS-RX HDBaseT Receiver	1	\$479.99	\$479.99
BiAmp TesiraFORTE AI Auto Mixer/DSP	1	\$1,999.00	\$1,999.00
Audix ADX12 Flexible Gooseneck Microphone - 12"	3	\$199.00	\$597.00
Audix ATS10 Base For Goose Neck Micophone	3	\$109.00	\$327.00
Audix W3OM3 Wireless Handheld Microphone Kit	1	\$679.00	\$679.00
Strong SR Series 15U Locking Equipment Rack	1	\$599.00	\$599.00
WattBox WB-400-8 AV Equipment Surge Protector/Line Conditioner	1	\$89.99	\$89.99
WattBox WB-200-4 Projector Surge Protector/Line Conditioner	1	\$89.99	\$89.99
RTI XP6 Main System Controller	1	\$599.95	\$599.95
RTI SURFIR Companion Remote	1	\$149.00	\$149.00
RTI RF Receiver Module	1	\$149.00	\$149.00
Misc Parts and Materials (Estimate, Billed as Consumed)	1	\$500.00	\$500.00
2 Man Custom Installation (Estimate, Billed as Performed)	16	\$140.00	\$2,240.00
2 Man Trip Charge - Ocean Park, WA	1	\$350.00	\$350.00
2 Man Travel Expenses and Accomodations - TBD	TBD	\$0.00	
1 Man Custom Programming (Estimate, Billed as Performed)	6	\$80.00	\$480.00
1 Man Trip Charge - Ocean Park, WA	1	\$175.00	\$175.00

Subtotal	\$ 14,387.91
Tax Rate	8.80%
Tax	\$ 1,266.14
Total	\$ 15,654.05



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

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**Scope of Work:** The terms, conditions and requirements 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 improvement or maintenance to be performed. The Contractor will not begin work until a signed and dated "Purchase Order" or "Notice to Proceed" has been received from the District's Authorized Representative.

**Contractor's Obligation:** The Contractor agrees that for each public improvement and/or building maintenance project that is awarded through the Small Works Roster, it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such 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 order to become an approved Small Works Contractor and 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:

- a. 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;
- b. **Before award of contract**, have a current Washington Unified Business Identifier (UBI) number;
- c. **Before award of contract**, if applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. **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).
- e. 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 (Prevailing Wage):** 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.

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 compliance 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. The Contractor's attention is directed 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 No: \_\_\_\_\_

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

WA State Employment Security Account No: \_\_\_\_\_



herein as Exhibit "A", did recommend that the Conference Room Audio Video System Project be awarded to Desco Electronics Corp, DBA DescoAV of Olympia Washington for fifteen thousand six hundred fifty four dollars and five cents (\$15,654.05), now, therefore


**BE IT RESOLVED**, that the Conference Room Audio Video System Project be and is hereby awarded to Desco Electronics Corp, DBA DescoAV in the amount of fifteen thousand six hundred fifty four dollars and five cents (\$15,654.05); and

**BE IT FURTHER RESOLVED**, that the general manager is directed to forward, by certified mail, the Notice of Award and attachments dated October 15, 2015, attached hereto and incorporated herein as Exhibit "B", to Dustin Carter, DescoAV 2306 Harrison Avenue NW Olympia Washington 98502.

**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