

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

RESOLUTION 12-2016

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY,
WASHINGTON, AWARDED NORTH WELLFIELD SITE IMPROVEMENTS PROJECT.**

WHEREAS, the general manager invited selected contractors from the MRSC small works roster to provide bids for work generally described as the North Wellfield Site Improvement Project consisting of 380 square yards of graveled parking space, 185 square yards of new road way, and 120 square yards of asphalt pavement; and

WHEREAS, the general manager prepared a bid tabulation, attached hereto and incorporated herein as Exhibit A, for the bids received from Nacelle Rock and Asphalt Co. and Wirkkala Construction; and

WHEREAS, the District's general manager reviewed each bid and determined that Wirkkala Construction of Long Beach 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 East Side Access Road and South Parking Lot Project will require, and, in accordance with RCW 39.04, verified Wirkkala Construction of Long Beach 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 North Wellfield Site Improvement bid to Wirkkala Construction of Long Beach Washington for a total of Sixteen Thousand Four Hundred Ten Dollars and Fifty One Cents (\$16,410.51).

Section 2. A construction contract by and between North Beach Water District and Wirkkala Construction, 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 North Wellfield Site Improvements Project.

ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 14TH DAY OF APRIL, 2016

Brian Sheldon, Commissioner
Position #1

Gwen Brake, Commissioner
Position #2

Glenn Ripley, Commissioner
Position #3

EXHIBIT "B"

NORTH BEACH WATER DISTRICT

CONSTRUCTION CONTRACT FOR LIMITED PUBLIC WORKS PROJECTS (LESS THAN \$35,000)

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between **NORTH BEACH WATER DISTRICT**, a Washington municipal corporation (District) and **WIRKKALA CONSTRUCTION** (Contractor):

RECITALS:

A. District requires certain work to be performed (Work) in accordance with the plans and specifications (Plans) prepared by District's engineer or as determined by District Staff identified as follows:

North Wellfield Site Improvements that consist of excavating existing sod to establish sub grade for an access road and parking area of approximately 566 square yards. Furnish and install 4.0" depth of 3.0" base rock and furnish and install 2.0" depth of 3/4" top rock on access road and parking area. Compact rock grade with a vibratory roller. Furnish & install soil sterilants to rock grade in area to be paved with asphalt prior to paving. Furnish and install 120 square yards of asphalt paving.

B. The estimated cost of the Work, including taxes, is less than \$35,000 and, therefore, solicitations for bids have been requested from contractors registered on District's Small Works Contractor Roster.

C. Contractor has submitted a quote for the Work. District authorizes Contractor to perform the Work in accordance with the terms set forth below, now therefore,

IN CONSIDERATION of the mutual covenants herein contained, the parties hereby agree as follows:

- 1. Scope of Work.** Contractor shall perform all the Work described in the Plans in a good and workmanlike manner and shall furnish, including all applicable taxes and fees, all supplies and materials, all supervision, labor, tools, equipment and transportation necessary to perform the Work.
- 2. Contract Price.** The contract price for such work shall be **Sixteen Thousand Four Hundred Ten Dollars and Fifty One Cents (\$16,410.51)** (Contract Price).
- 3. Notice to Proceed.** The Work shall not commence until District has given notice to proceed.
- 4. Completion of Work.** Contractor shall complete the Work on or before _____, which shall be the Completion Date. The Contract Price shall be reduced by \$ _____ each regular work day beyond the Completion Date the Work is not completed. The parties agree that damages are

difficult to estimate and that this sum per day is a reasonable estimate of the District's damages in the event Contractor fails to timely complete the Work.

5. **Inspection/Acceptance**. The work shall not be accepted until inspected and approved by the District. District shall have the right to inspect the Work at all times. No portion of the Work shall be covered until approved by the District.
6. **Performance Bond/Payment**. District shall pay Contractor the Contract Price upon satisfactory completion of the Work, subject to the provisions below.
7. **Retainage**. Per RCW 39.04.155(3) Retainage requirements under RCW 60.28 are waived.
8. **Performance Bond**. Per RCW 39.04.155(3) performance and payment bonds requirements under RCW 39.08 are waived.
9. **Prevailing Wages**. The Contractor shall comply with all Washington State prevailing wage laws. The Contractor shall file the necessary intent to pay prevailing wages and affidavit of wages paid forms.
10. **Breach by Contractor**. In the event of a breach of this agreement by Contractor, District is authorized, upon notice to Contractor to cause the Work to be completed at Contractor's expense.
11. **Rights-of Way/Permits**. The District shall provide all easements, rights-of-way and permits necessary for the Work. Contractor shall comply with all permit requirements and conditions.
12. **Warranty**. Contractor warrants that Work shall remain in proper working order and condition for one year after the date of acceptance by District and agrees to make such repairs and replacements, including all labor and materials, necessary therefore at Contractor's sole expense.
13. **Hold Harmless and Indemnity**. Contractor shall defend, indemnify and hold harmless District, its officers, employees and agents from any and every claim and risk and losses, damages, demands, suits, judgements and attorney's fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom and including attorney fees, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of Contractor is performing any work called for or in

connection with this contract, except only for those losses resulting solely from the negligence of District, its officers, employees and agents.

13.1. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and District, its members, officers, employees and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

14. Compliance. Contractor shall comply with all federal, State and local laws, regulations and ordinances governing, controlling or limiting in any way the Work or the persons engaged in the Work, including, but not limited to the prevailing wage requirements of State of Washington, RCW Ch. 39.12.

15. Safety. Contractor shall be solely and completely responsible for working conditions on or near the job site, including safety of all persons and property during performance of work.

16. 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:

16.1. A policy of Commercial General Liability Insurance, including:

16.1.1. \$1,000,000 Each Occurrence \$2,000,000

16.1.2. General Aggregate \$1,000,000

16.1.3. Products & Completed Operations Aggregate

- 16.1.4. \$1,000,000 Personal & Advertising Injury, each offense
- 16.2. **Washington Stop Gap / Employers' Liability:** (this must be indicated on the certificate)
- 16.2.1. \$1,000,000 Each Accident
- 16.2.2. \$1,000,000 Disease - Policy Limit
- 16.2.3. \$1,000,000 Disease - Each Employee
- 16.3. **Auto Liability Coverage:**
- 16.3.1. \$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).
- 16.4. Waiver of any rights of subrogation including applicable endorsements.
- 16.5. North Beach Water District shall be named as Certificate Holder.
17. **Attorney Fees.** In the event any party hereto engages counsel to enforce any of the terms hereof, the non-prevailing party in any resulting court proceeding, arbitration or mediation shall pay to the prevailing party a reasonable attorney fee and costs incurred.
18. **Waiver and Modification.** This agreement cannot be modified, nor any provision waived, except in a written document signed by both parties.
19. **Entire Agreement.** This agreement represents the entire agreement between the parties hereto.

SIGNED as of the date first appearing above.

NORTH BEACH WATER DISTRICT

CONTRACTOR

William Neal, GM

Eric Wirkkala, Owner