

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 23-1-4D

RESOLUTION AUTHORIZING MAINTENANCE CONTRACT #22-50-21 WITH CANYON RIDGE CONSTRUCT FOR 2023 CONSTRUCTION SPOILS REMOVAL, TRANSPORTATION, AND DISPOSAL

WHEREAS, The District needs to dispose of accumulated construction spoils.

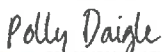
WHEREAS, The District sent requests for quotes on 12/06/22 to contractors from the Municipal Research Services Center (MRSC) Small Works Roster. The District received two (2) responsive bids. The bidder with the lowest responsive bid as defined in RCW 39.04.350 is Canyon Ridge Construct (Attachment 2- Bid Tabulation), incorporated herein by this reference.

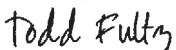
NOW, THEREFORE, BE IT RESOLVED:


1. The Board of Commissioners authorizes the General Manager or Designee to enter into Contract #22-50-13 with Canyon Ridge Construct with a not to exceed amount of \$147,176.18 including Washington State Sales Tax.


ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **4th** day of **January 2023**.


BOARD OF COMMISSIONERS

DocuSigned by:

 7FD0B6DD745DAED
Polly Daigle, President

DocuSigned by:

 87789370F2E446D
Todd Fultz, Commissioner

DocuSigned by:

 40FCA32C4556410
Kathleen Quong-Vermeire, Commissioner

DocuSigned by:

 BE7D4CD1088E4C7
Daniel Johnson, Secretary

DocuSigned by:

 382D4CB9A38F421
Vince Koester, Commissioner

ROTATION, AND DISPOSAL

	EST BID QUANTITY	UNIT BID	Highline Estimate		RW Scott Construction		Canyon Ridge Construct		AAA Contractors	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
f Existing	2000	Yards	\$35.00	\$ 70,000.00	\$ 40.00	\$ 80,000.00	\$ 36.05	\$ 72,100.00	\$180/hr	
posal (>499	1,500	Yards	\$37.00	\$ 55,500.00	\$ 40.00	\$ 60,000.00	\$ 36.05	\$ 54,075.00		
	1	LS	\$7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	

Subtotal \$	133,000.00	\$ 147,500.00	\$ 133,675.00	INCOMPLETE BID
Tax (10.1%) \$	13,433.000	\$ 14,897.500	\$ 13,501.175	
Total \$	146,433.00	\$ 162,397.50	\$ 147,176.18	

Contract 22-50-21: Contractors solicited for quotes

Purewal	24816 Pacific Hwy South	Kent	WA	98032	253-839-8853	purewal.paul@gmail.com
en Le	126 SW 148th ST. SRIE, CT 06111	BURIEN	WA	98166	206-883-8000	ravatgroup@gmail.com
ert Gunter	406 Porter Way	Milton	WA	98354	253-922-2787	tsheard@cannonconstructioninc.com, krichter@cannonconstructioninc.com, rgunter@cannonconstructioninc.com
t Day	420 S 51st Street	Tacoma	WA	98408	425-422-5350	notre@any-paridreconst.com
derGriend e Waldner	4116 Brookdale Road East PO BOX 58275	Tacoma Renton	WA	98446	253-537-2990	jon@ceccantiinc.com, ed@ceccantiinc.com
lotte zett	P.O. Box 73399	Puyallup	WA	98373	253-848-2371	charlottebaskett@nwcascade.com, janetp@nwcascade.com, clint@nwcascade.com
d dewicz	10831 SE 181st Street	RENTON	WA	98055	425-226-8100	dpank@ralia.com, gjpank@ralia.com, stevenp@ralia.com
Scott	4005 West Valley Hwy N	Auburn	WA	98001	253-351-0001	bids@rwscoottconstruction.com, bids@rwscoottconstruction.com
ger C Scott	20405 SE 344th Street	Auburn	WA	98092	253-631-3477	scottysgeneral@msn.com
on Strong	PO Box 1706	Milton	WA	98354	253-377-0691	strong_excavating@outlook.com, strong_excavating@outlook.com
ary Combs	P.O. Box 2698	Yelm	WA	98597	979-551-2967	wecandigt87@gmail.com, zcombs2010@gmail.com

**HIGHLINE WATER DISTRICT
CONTRACT #22-50-21**

**2023 Construction Spoils Removal, Transportation, and Disposal
(HWD Headquarters)**

THIS AGREEMENT ("Agreement") is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **Canyon Ridge Construct**, (hereafter referred to as "the Contractor"), in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Project. The Contractor shall do all work and furnish all tools, materials and equipment for the District's project known as:

2023 Construction Spoils Removal, Transportation, and Disposal

("Project") in accordance with the District's Specifications (**Appendix A**) incorporated herein by this reference.

2. District Agreement. The District employs the Contractor to provide the services and to do and cause to be done the Project work described above and to complete and finish the work according to the attached specifications, and the terms and conditions of this contract and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this contract.
3. Contractor Agreement. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this contract. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the project provided for in this contract, except those that are mentioned in the specifications to be furnished by the District.
4. Completion Deadline/Liquidated Damages. The work must commence within ten (10) calendar days of the effective date of this contract. Completion time shall be within sixty (60) calendar days after receipt by the Contractor of the notice(s) to proceed issued by the Owner. There shall be no work performed on holidays or weekends unless approval for such work is granted by District. Requests for such extended work shall be made at least 24 hours prior to that requested time. Coordination with Highline Water District for access to site is required. Contact Dave Stanley, Field Supervisor, at (206) 592-8912.

If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this Agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this Agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.

5. Contractor Guarantee and Transfer of Material. The Contractor shall provide the District written guarantee that the disposal site is authorized to accept the proposed fill material and is compliant with all local, state, and federal regulations or permits regarding lawful disposal. All rights, title and

**HIGHLINE WATER DISTRICT
CONTRACT #22-50-21**

**2023 Construction Spoils Removal, Transportation, and Disposal
(HWD Headquarters)**

ownership in the material shall be transferred and conveyed to the Contractor from the District at the time of loading the material. The District's conveyance of ownership of the material to the Contractor shall be "as is" without any warranties of fitness or merchantability expressed or implied.

6. Cost. The amount of this contract shall not exceed \$147,176.18 including 10.1 % WSST without prior approved amendment.
7. Payment Terms. The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State Sales tax to be paid from a contractor invoice (which must be approved by the Operations Manager or designated Supervisor).
8. Prevailing Wages (Appendix B).
The Contractor shall pay prevailing wages and shall comply with RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the work must be posted for the benefit of workers. At the conclusion of the Agreement, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Agreement shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years and is thus prohibited from bidding on public works projects. The Contractor further assures the District that it will use no sub-contractor who is thus prohibited.
9. Indemnification and Hold Harmless. The Contractor shall indemnify, defend and save the District and its commissioners, manager, employees and engineers harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Agreement, or caused in whole or in part by reason of the presence of the Contractor, a subcontractor or their property, employees or agents 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 sole negligence of the District with regard to activities within the Contractor's scope of work.

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 the Contractor and the District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

In a lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

**HIGHLINE WATER DISTRICT
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**2023 Construction Spoils Removal, Transportation, and Disposal
(HWD Headquarters)**

10. **Bond.** Contractor must provide a performance and payment bond in the amount of 100% of the Agreement to the District in accordance with **RCW 39.08.010**. A copy of the bond form is provided in **Appendix C**.
11. **Insurance.**
- 11a The Contractor shall obtain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better, and which are approved by the Washington Insurance Commissioner pursuant to RCW 48.
- 11b The Contractor shall file with the District a certified copy of all policies or a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements. The Contractor's Department of Labor & Industries' account number shall be noted on the certificate of insurance. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.
- 11c In addition, the Contractor shall have its insurance agent/representative complete the District's Insurance Coverage Questionnaire (**Appendix D**) and attach it to the certificate of insurance for the District's approval.
- 11d The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the District. The insurance shall provide coverage for the Contractor, his subcontractors and the District.
- 11e The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees and volunteers as insureds with regard to damages and defense of claims arising from: (i) activities performed by or on behalf of the Contractor; or (ii) products and completed operations of the Contractor; or (iii) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Agreement.
- 11f The coverage provided by the Contractor's insurance policies shall be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.
- 11g The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.
- 11h Types and Limits of Insurance Requires:

COMMERCIAL GENERAL LIABILITY

**HIGHLINE WATER DISTRICT
CONTRACT #22-50-21**

**2023 Construction Spoils Removal, Transportation, and Disposal
(HWD Headquarters)**

- ▶ \$1,000,000 per occurrence liability (including extended bodily injury)
- ▶ \$2,000,000 annual aggregate
- ▶ District Employees, Elected and Appointed Officials and Volunteers as Additional Insureds
- ▶ Workmen's Compensation – L1 employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance. Contractor shall also be required to carry Stop Gap Liability Insurance for \$500,000 each occurrence, each accident.
- ▶ Employers Liability (Stop-gap)

AUTOMOBILE LIABILITY

- ▶ \$1,000,000 per accident bodily injury and property damage liability, including:
- ▶ Any owned, hired or non-owner automobile.

11i The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

12. Termination. The District may terminate this Agreement at any time upon written notice to Contractor, subject to the District's obligation to pay Contractor in accordance with subsections A and B below.

12a In the event this Agreement is terminated by the District other than for fault on the part of the Contractor, a final payment shall be made to the Contractor for actual cost of work completed at the time of termination of the Agreement. No payment shall be made for any work completed after receipt by the Contractor of the termination notice. If the accumulated payment(s) made to the Contractor prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Contractor shall immediately reimburse the District for any excess paid.

12b In the event the services of the Contractor are terminated by the District for fault on the part of the Contractor, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the District with consideration given to the actual costs incurred by the Contractor in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the District at the time of termination, the cost to the District of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the District of the work performed at the time of

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(HWD Headquarters)**

termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

13. Dispute Resolution.

13a Mediation. If any dispute, controversy or claim arises out of or relates to this Agreement, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees associated with the mediation.

14. Effective Date. The effective date of this contract shall be a one-year period from the date that the Agreement is signed by an authorized representative of the District.

15. Authority. The individuals who sign this Agreement on behalf of the respective party represent and warrant they have the full power and authority and are authorized by the party to do so.

**HIGHLINE WATER DISTRICT
(Owner)**

**CANYON RIDGE CONSTRUCT
(Contractor)**

By: _____
Jeremy Delmar

By: _____
Matt Newell

Title: General Manager

Title: General Manager

Date: _____

Date: _____

MAILING ADDRESS:
23828 30th Ave S
Kent, WA 98032

MAILING ADDRESS:
420 S. 51st Street
Tacoma WA, 98408

CONTACT PHONE:
Office: (206) 824-0375
Fax: (206) 824-0806

CONTACT PHONE:
Office: 253-261-3368
Fax: _____

**Specifications
Contract 22-50-21
2023 Construction Spoils Removal, Transportation, and Disposal**

1. General Information:

- 1.1 The Highline Water District (District) accumulates dirt, wet dirt, gravel, and rock (here-in referred to as "spoils") during excavation associated with construction and maintenance of potable water utilities in southern King County. This agreement covers the removal, transportation, and disposal of spoils for a one-year period.
- 1.2 This work is considered Public Works and prevailing wage requirements will apply.
- 1.3 Pursuant to RCW 57.04.070 and RCW 39.04.155, the district will award a contract to the low responsible bidder (contractor).
- 1.4 All bids are due by email on or before December 22, 2022. Bids must be completed on the provided bid schedule table (below) and submitted to phite@highlinewater.org.

2. Spoils Information:

- 2.1 All spoils associated with this agreement are stock piled and stored outside at the District Headquarters. The address is:

Highline Water District
23828 30th Ave S
Kent, WA 98032

- 2.2 District staff intentionally removes vegetation, asphalt, concrete, metal, trash, and other man-made material from the spoils for separate disposal, which is not a part of this agreement. On occasion some man-made debris will inadvertently be in the dirt, but the concentration will never be more than one percent (1%).
- 2.3 Spoils collected using hydro-excavation is decanted and dried prior to being added to the spoils pile.
- 2.4 The District has not performed any analytical testing for contamination in the spoils. All such testing shall be the responsibility of the contractor. The District is not aware nor suspect any arsenic, lead, or hydrocarbon other contamination in the spoils. However, local industry has introduced regional contamination through the Puget sound area (i.e., Asarco Co smelter). To address any potential contamination, the District has incorporated a line item for minor changes to handle the disposal of contamination that exceed local, county, or state condition permit thresholds that may be in place. Proof of contamination shall be provided to the district to be eligible for the minor changes.
- 2.5 Spoil quantities in this agreement and bid sheets are estimates only and do not guarantee work or payment. Invoicing and payment shall be for actual and documented quantities.
- 2.6 The current spoil pile is the accumulation of work over the past year and consists of approximately two thousand (2,000) yards of material.

3. Removal Information:

3.1 The unit price shall include all cost associated with the removal, hauling, and disposal of spoils from the District's Headquarters. The unit cost shall include any profit, overhead cost, administrative costs, fuel surcharges, soil testing, environmental charges, etc. associated with the removal and disposal of the dirt. Additional charges not included within the unit cost shall not be allowed except as mentioned in Section 2.4 and Section 4.4.

3.2 Access to the spoils shall only be permitted during the District's normal business hours, Monday-Friday 7:00am-4:00pm. Excluding all district observed holidays.

3.3 After the existing spoils pile has been removed, the District will provide notice to the Contractor when the spoils accumulation is greater than or equal to five hundred (500) yards. The contractor will then have sixty (60) days to remove the entirety of the spoils pile.

3.4 The Contractor shall give a minimum of ten (10) days advanced notice prior to performing any work under this agreement.

3.5 The District will load dirt from the pile into the Contractor's truck(s) or equipment.

3.6 The Contractor shall dispose of all material in accordance with local, state, and federal laws and regulations at a site of the contractor's choosing.

3.6 The Contractor assumes all liability for the spoils once the material is loaded into the contractor owned truck or equipment.

4. Bid Schedule

4.1 The unit prices for bid items 1 and 2 shall include all cost associated with the removal, hauling, and disposal of spoils from the District's Headquarters. The unit cost shall include any profit, overhead cost, administrative costs, fuel surcharges, soil testing, environmental charges, etc. associated with the removal and disposal of the dirt. Additional charges not included within the unit cost shall not be allowed.

4.2 Spoil quantities in this bid sheets are estimates only and do not guarantee work or payment. Invoicing and payment shall be for actual and documented quantities.

4.3 Bid item 1 should reflect unit pricing to dispose of the existing spoils pile within (60 days of the notice to proceed) while bid item 2 pricing should reflect pricing for future spoils disposal through the duration of the contract.

4.4 An estimated dollar amount for Minor Changes, under bid item number 3, has been entered in the bid item schedule to be included in the total bid price. Payments or credits for changes up to \$7,500.00 or less may be made under the bid item "Minor Changes", at the discretion of the District and as mentioned in section 2.4 of this document. The actual amount paid under this item may vary from no payment to the full amount of the bid item.

The District will provide the Contractor a copy of the request for a minor change and will require the Contractor provide a cost estimate for the Project Manager's review and approval prior to the work being performed. Minor change work performed under this bid item will be performed only after a work directive is issued by the Project Manager. Additional work performed prior to the work directive will not be compensated under this bid item.

At the time of authorization, the Project Manager and Contractor will agree to the basis of compensation for that work, by one of the following methods:

- 4.4.1. By an accepted lump sum proposal from the Contractor
- 4.4.2. By Bid prices mutually agreed upon by the Contractor and the District; or
- 4.4.3. By force account, based on the amount of work authorized by the Project Manager.

4.5 In the event there is a discrepancy between the unit cost and extended cost on the bid schedule table, extended cost will prevail.

Bid Schedule					
Item	Description	Units	Estimated Quantity	Unit Cost	Extended Cost
1	Spoils Removal, Transport, and Disposal of Existing	Yards	2000	\$36.05	\$72,100.00
2	Future Spoils Removal, Transport, and Disposal (>499 Yds Future)	Yards	1500	\$36.05	\$54,075.00
3	Minor Changes	Each	NA	\$7,500.00	\$7,500.00
				Subtotal	\$126,175.00 \$133,675.00
				Tax (10.1%)	\$1,274.37 \$13,501.18
				Total	\$127,449.37 \$147,176.18

*All work associated with this agreement is considered public works and subject to prevailing wage requirements.

Company Submitting Bid: Canyon Ridge Const.

Submitted by (Print): Grace Morrisson

Submitted by (Signature): Grace Morrisson

Digitally signed by Grace Morrisson
DN: cn=US, email=grace.morrisson@bearswoodhills.com,
c=US, o=Grace Morrisson
Date: 2022.12.20 09:40:15-0800

Date: 12/20/22

State of Washington
Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

APPENDIX B

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 11/15/2022

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$72.45	15J	11M	8L	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$71.61	15J	11M	8L	View
King	Truck Drivers	Dump Truck	\$71.61	15J	11M	8L	View
King	Truck Drivers	Dump Truck & Trailer	\$72.45	15J	11M	8L	View
King	Truck Drivers	Other Trucks	\$72.45	15J	11M	8L	View

**PUBLIC WORKS CONTRACT PERFORMANCE BOND
AND LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL BY THESE PRESENTS, that, _____, as Principal, hereinafter called Contractor, and _____ hereinafter called Surety, a corporation duly organized and existing under the laws of the State of _____ and duly authorized to do business and transacting business in the State of Washington as Surety are held and firmly bound and obligated to Highline Water District, a Municipal Corporation located at 23828 30th Ave S, Kent, Washington 98032, hereinafter called owner, in the full and just sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum will and truly to be made, Surety and Contractor do bind themselves, their and each of their heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THIS BOND IS EXECUTED IN PURSUANCE OF CHAPTER 39.08 REVISED CODE OF WASHINGTON AND BINDS SURETY AND CONTRACTOR TO THE CONTENTS THEREOF.

THAT CONDITIONS OF THIS OBLIGATION ARE SUCH, that WHEREAS, the principal entered into a certain contract entitled **2023 Construction Spoils Removal, Transportation, and Disposal (HWD Headquarters)** with Highline Water District OWNER, dated the _____ day of _____, 2022.

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractor, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise to remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the contract shall in any way affect Principal or Surety's obligation on this bond, and Surety does hereby waive notice of any changes, extension of time, alterations or additions hereunder.

SIGNED AND SEALED THIS the ____ day of _____, 2022.

By: _____
CONTRACTOR

By: _____
SURETY

By: _____
ATTORNEY-IN-FACT

Notary Public in and for the State of Washington, residing at _____.

The Attorney-in-Fact, who executes this bond on behalf of Surety, must attach a copy of his Power of Attorney as evidence of his authority.

INSURANCE COVERAGE QUESTIONNAIRE

Name of Insured: _____

Contract Number: 22-50-21

Project Name: 2023 Construction Spoils Removal, Transportation, and Disposal (HWD Headquarters)

Are the following coverages and/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed Operation Coverage		
Cross Liability Clause (or equivalent wording)		
Personal Injury Liability Coverage (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U, Hazards included		
Blanket Contractual Liability Coverage applying to this contract		
Employers Liability - Stop Gap		
Builder's "all-risk" policy.		
True Umbrella Provision with drop down provision.		

	GL	AL	Excess
Deductibles of SIR's:			
Insurer Best Rating			

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of Person to Contact

Telephone Number

Agenda Item No.: 5.4
Agenda Date: 01/04/2023
Reviewed By: PJH

Subject: Authorize Contract 22-50-21 2023 for Spoils Removal, Transportation, and Disposal Contract Award

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Amount:</i>					\$	<u>147,176.18</u>

ATTACHMENTS:

1. Resolution
2. Bid Tabulation
3. Contract 22-50-21

COMMENTS:

Highline Water District (District) accumulates dirt, wet dirt, gravel, and rock, also referred to as “spoils”, during excavation associated with construction and maintenance of water utilities. These spoils are stockpiled at the District headquarters before final disposal. The district currently has approximately two thousand (2000) yards stockpiled and anticipates accumulating another fifteen hundred (1500) yards in 2023.

District staff solicited bids, using the Municipal Research Services Center (MRSC) small works roster, to have a contractor remove, haul, and dispose of spoils material in 2023. The district received two complete bids by the deadline of 12/22/2022. Canyon Ridge Construct was the low responsible bidder (Attachment 1), as defined in RCW 39.04.350. The District’s Operation Manager has spoken with the contractor and believes the contractor will be able to perform the work as specified.

Staff is recommending the board authorize the General Manager to execute contract 22-50-21 with Canyon Ridge Construct with a not to exceed amount of \$147,176.18, including sales tax.