

RESOLUTION NO. 12-804

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE 2012 WINTER STORM
DEBRIS CLEANUP PROJECT TO REANO
CONSTRUCTION & LOGGING, INC.

WHEREAS, the City is eligible for reimbursement and cost recovery for various expenses related to the January 14-23, 2012 Winter Storm event; and

WHEREAS, the City received a Washington State Military Department grant from the Federal Emergency Management Agency; and

WHEREAS, the City has received bids on May 3, 2012; and

WHEREAS, Reano Construction & Logging, Inc. was the low bidder and has met all conditions of providing a responsible bid;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign a \$16,550.64 contract with Reano Construction & Logging, Inc. for the 2012 Winter Storm Debris Cleanup Project, substantially in the form attached hereto as Exhibit A.

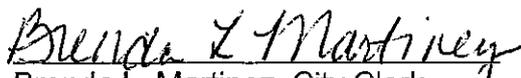
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF MAY, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

SMALL PUBLIC WORKS CONTRACT

1. **Parties.** This Contract is voluntarily and knowingly entered into by and between the CITY OF BLACK DIAMOND, King County, Washington ("City"), and Reano Construction & Logging Inc. ("Contractor"), collectively, "the Parties."

2. **Project.** The Parties enter into this Contract for purposes of Contractor performing work ("the Project"), generally described as:

January 2012 Winter Storm Debris Clean Up

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including their heirs, successors, and assigns, immediately upon the most recent date of signature appearing on this Contract.

4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile. It is the responsibility of Contractor to notify City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Seth Boettcher
Phone: (253) 886-2560
Fax: (360) 886-2592

CONTRACTOR:

Reano Construction & Logging Inc.
P.O. Box 1035
Black Diamond, WA, 98010
Tax I.D. # 91-1727902
Contact: Kirk Reano
Phone: (253) 261-1977 or 360-886-1374
Fax: (253) 852-4342

5. **Obligations of Contractor.** In consideration of the mutual promises and obligations of the parties contained herein and incorporated by reference, Contractor expressly agrees to the following terms and conditions:

A. *In general.*

(1) Responsible for all labor. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all labor necessary to complete the Project as required.

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- (2) Responsible for performing all work. Contractor agrees and understands that Contractor shall be solely responsible for performing all work necessary to complete the Project as required.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all materials and equipment necessary to complete the Project as required, except for any materials expressly agreed in writing to be provided by City. Materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the City.
- (4) Documents incorporated by reference. Contractor agrees and understands that all terms and specifications contained in any Request for Bids that was issued by City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with, unless one or more of such terms and specifications are expressly amended or waived in writing by City.
- (5) Laws and regulations to be followed. Contractor agrees and understands that Contractor, his employees, agents, and subcontractors, must at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself/herself/itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, the Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. The Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the work at his/her/its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the Work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by the Contractor. The Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which the Contractor will rely on for purposes of conducting the work for the Project.

- (8) Contractor Clean-Up. Prior to Physical Completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by the Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. The Contractor and his subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work. The Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. Work Performance.

- (1) Prevailing wages. Contractor agrees and understands that prevailing wages, as that term is defined under the laws of the State of Washington, shall be paid for all work performed on this Project by Contractor and by Contractor's subcontractors and agents.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **April 26th 2012**. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to City's Department of Public Works prior to commencement of work under this Contract.
- (3) The Scope of Work, Bid Form, and Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the attached scope of work and including such requirements contained in any Request for Bids (RFB) that was issued by the City prior to awarding this Contract, unless such requirements or specifications are expressly amended in writing by the City.
- (4) City Construction Standards to control. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the City's Construction

Standards. Where the Construction Standards are in conflict with the approved Plans & Specifications, the City's Construction Standards (can be found on the street page of the public works page of the city's web site) shall control.

- (5) Schedule of Work to be followed. Contractor understands and agrees that time is of the essence in performing the work needed for this Project. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (6) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations under the Contract, the Contractor shall, for a period of one year after final acceptance of the Project by the City, correct work not conforming to the requirements of the Contract. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (7) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his designee, and accepted by same.

C. *Non-Discrimination.*

- (1) Contractor agrees that it, and its subcontractors and other agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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6. Compensation

Compensation shall be by Lump Sum for each of the five categories as defined in the attached Bid Form/ Scope of Work at the bid amounts:

Compensation for services requested by the City beyond the defined lump sum scope of work shall be on a force account according to the rates provided under Schedule of Hourly Rates.

7. Payment

- A. The Contractor shall request approval and acceptance of each category of work from the City. The Contractor may not bill for the completed work until the City has accepted the completed work.
- B. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices for any hourly work performed to the date of the invoice.
- C. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- D. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. Performance Bond. Unless waived or the Contractor elects to have the City hold retainage, as provided below, the Contractor shall provide a performance and payment bond to the City prior to commencement of work guaranteeing the full and faithful performance by the Contractor of the terms and conditions of this Contract.

- Projects under \$35,000 (including tax): If the total cost of this project, including Washington State sales tax, is \$35,000 or less, the contractor may, in lieu of the bond, elect to have the city retain fifty percent of the contract amount for a period of forty-five days after the date of final acceptance, or until receipt of all necessary releases from the

Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Contractor election shall be in the form of election attached hereto as Exhibit "B".

Initial: HR (Contractor)

9. **Retainage.** If the contractor provides a performance bond for the full performance of the project, the City will waive the statutory 5% retainage requirements pursuant to RCW Ch. 60.28 for contracts under thirty-five thousand (\$35,000) dollars (including tax) but, City has a right of recovery against the Contractor for any payments it makes on behalf of the Contractor, otherwise the retainage will be 50%.
10. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may request additional services within the general scope of the Contract consisting of additions, deletions or other revisions according to the commitment of equipment and rates for each category of work. The Contract Sum and Contract completion date will be adjusted accordingly. Change orders shall be in writing signed by the parties.
11. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Such compensation shall be pro-rated based upon the lump sum bid and the percentage of the work completed. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
12. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements must be included in any public works contract:
 - A. *Responsibility Criteria.*
 - (1) Eligibility to be awarded contract. To be awarded this public works contract, the Contractor hereby certifies that Contractor meets the following responsibility criteria:
 - a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;

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- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. *Requirement to verify subcontractors.* Contractor must verify the responsibility criteria contained above 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 must be included in every public works contract and subcontract of every tier.

13. Insurance

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, that insurance is maintained by Contractor and each of its subcontractors or agents who are not otherwise covered by Contractor's insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or

modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for The City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

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- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

14. Claims for damages.

- A. Excluded situations. City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of the Standard Specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

15. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the 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. The provisions of this section shall survive the expiration or termination of this Agreement. It is further agreed that all claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

16. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.

17. **Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

18. **Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

19. **Attorneys Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

20. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND

By: Rebecca Olness
Print name: Rebecca Olness
Title: Mayor
Date: 5/18/12

CONTRACTOR

By: Kirk Reano
Print name: Kirk Reano
Title: Vice President
Date: 4/30/12

Attachments

ADDENDUM 1

In the small works contract for debris cleanup, Section 8 (Performance Bond, page 5) and Section 9 (Retainage, page 6) shall be deleted and replaced with the following:

- 8. Performance Bond.** Unless waived or the Contractor elects to have the City hold retainage, as provided below, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 50% of the bid amount including tax guaranteeing the full and faithful performance by the Contractor of the terms and conditions of this Contract.
- Projects under \$35,000 (including tax): If the total cost of this project, including Washington State sales tax, is \$35,000 or less, the contractor may, in lieu of the bond, elect to have the city retain fifty percent of the contract amount for a period of forty-five days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Contractor election shall be in the form of election attached hereto as Exhibit "B".

Initial: HR (Contractor)

- 9. Retainage.** If a performance bond is provided, no retainage will be required for contracts under thirty-five thousand (\$35,000) dollars (including tax) but, the City has a right of recovery against the Contractor for any payments it makes on behalf of the Contractor.

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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EXHIBIT "B"

**DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of RCW 60.28, at the option of the Contractor, shall be:

 X (1) Retained in a fund by the City.

 (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

 (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Kirk Hansen
Contractor Signature

May 1st, 2012
Date

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Heidi Reano (Corporate Officer (Not Contract Signer)) certify that I am the President (Corporate Title) of the corporation named as Contractor in the Agreement attached hereto; that Kirk Reano, (Contract Signer) who signed said Agreement on behalf of the Contractor, was then Vice President (Corporate Title) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

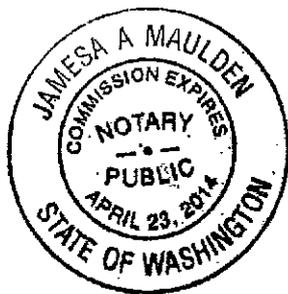
Heidi Reano
Corp. officer signature (not contract signer)
Heidi Reano
Printed
President
Title

State of Washington

County of King

Heidi Reano, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is President (Corporate Title) of Reano Construction + Logging Inc (Name of Corporation)

Subscribed and sworn to before me this 1st day of May, 2012



Jamesa A. Maulden
Notary Public (Signature)

Jamesa A. Maulden
Notary Public (Print)
My commission expires 4-23-14

REQUEST FOR BIDS
FOR
The 2012 Winter Storm Debris Cleanup

The City has remaining storm debris cleanup work from the January 2012 winter storm. The City is requesting lump sum bids for each category of work as defined in the attached bid proposal form / Scope of Work.

The City will provide one tour of the work areas Monday or Tuesday, April 30th or May 1st. Please coordinate with Scott Hanis for the time and meeting location for the work areas tour.

Small Works Roster Bids must be turned into the public works counter by 2:00 PM May 3rd, 2012.

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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**THE CITY OF BLACK DIAMOND
JANUARY 2012 WINTER STORM DEBRIS CLEAN UP**

BID FORM, SCOPE OF WORK, AND SPECIFICATIONS

The City of Black Diamond is hereinafter referred to as "the City"

1. The undersigned hereby certifies that he/she has examined the location and construction detail work as outlined in the bid documents for the City of Black Diamond January 2012 Winter Storm Debris Clean Up project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The Contract amount shall be the sum of the total of the lump sum for the six categories of work.

The undersigned has checked the above amounts and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In order for the Owner to consider a bid, all items on the bid must be filled in completely.

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after execution of the agreement.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	<u>April 30, 2012</u>	<u>Heidi Reano - President</u>
2. Exhibit "B"	<u>April 30, 2012</u>	<u>Heidi Reano - President</u>

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

4/30/12 HJR

6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this bid, and the bid solicitation:

ITEM NO.	SCOPE OF WORK	UNIT	QUANTITY	AMOUNT DOLLAR CENTS
1	NORTH LAKE SAWYER DEBRIS CLEAN UP Pickup and load 27 different piles of storm debris, located along the City's ROW in the North Lake Sawyer area. (See work area sheet 2)	LS	1	\$ 2,600.00
2	LAKE SAWYER REGIONAL PARK Remove hazard limbs from 40 trees and load material. Pickup 20 piles of existing limbs that have been stacked along the water side of the improved area of Park. Remove 20 small trees leaning over access road. (See work area sheet 3)	LS	1	\$ 4,200.00
3	SEWER LAGOON Remove, load and haul fallen trees and debris from hillside and fence from the south side of the former sewer plant, starting at the recycling bins to the east end of sewer lagoon. Load and haul existing storm debris and chips to recycling site. (See work area sheet 4)	LS	1	\$ 6,540.00
4	RAILROAD GRADE/TRANSMISSION ROAD Remove storm debris from both sides of transmission main road, within 8' from the edge of the road. Starting at the intersection of the Booster Station road going Northwesterly for approximately 6000 feet. Debris can remain. (See work area sheet 5)	LS	1	\$ 900.00
5	HAZARD ROCK REMOVAL NEAR TRANSMISSION MAIN Secure and breakup rock into small enough pieces to place debris below walk way. (See work area sheet 6)	LS	1	\$ 1,000.00
SUBTOTAL				\$ 15,240.00
SALES TAX @ 8.6%				\$ 1,310.64
TOTAL SCHEDULE				\$ 16,550.64

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

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HDR

SCHEDULE OF HOURLY RATES

In the table below provide a description of each piece of equipment that will be used on the project and provide the hourly rate. The hourly rate for each piece of equipment shall include the operator. Also provide the hourly rate for common laborers, chainsaw operator, tree service or other specialty labor services not associated with a piece of equipment. The hourly rates for laborers shall include any tools or small power equipment that laborers will be using as part of their work. These hourly rates will be used for any out of scope work from the lump sum portion of the bid.

Equipment/Labor Description	Hourly Rate
One Traffic Flagger	\$ 40.00
Two Flagger Crew	\$ 80.00
Three Flagger Crew	\$ 120.00
Chainsaw Worker	\$ 55.00
Tree Climber	\$ 75.00
Laborer	\$ 40.00
Excavator - Komatsu 120	\$ 110.00
Mini Excavator - CAT 304	\$ 90.00
Dozer - CAT D-4 w/BrushRake	\$ 90.00
Chipper with V-8 motor	\$ 100.00
50 Yard End Dump Truck	\$ 110.00
12 Yard 3 axle Dump Truck	\$ 100.00
	\$
	\$

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

4/30/12
HR

Reano Construction & Logging Inc.
Bidder

May 1st, 2012
Date

REANOCL99KC
Contractor's License No.

849184932
Contractor's DUNS No.

By Heidi Reano - President
Authorized Official

Address: REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

- NOTES: 1. If the bidder is a copartnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

Specifications

Disposal

All storm woody debris shall be disposed of at a site that is certified and permitted to receive wood and organic debris. The contractor shall submit the wood debris disposal site to the City for approval before any loads are hauled on this project. The Contractor shall provide the City with dumping receipts for each load hauled away as documentation of proper disposal.

Traffic control

If the City determines that traffic control is needed, the City will have the option of providing the traffic control or having the contractor provide the necessary flaggers at the rates identified in the bid.

Schedule of Work

Upon execution of a contract and notice to proceed the, the Contractor shall start work within ten (10) days and complete the scoped portion of the work within twenty (20) days after said work has been commenced by the Contractor. It is anticipated that the contract will go before the City council on May 17th, 2012. If a second reading of the council action is required approval may be on June 7th, 2012.

Certificate of Insurance

Contractor shall provide a Certificate of Insurance with the City prior to starting work.

City Business License

Contractor, prior to commencing said work, must obtain a business license from the City in order to perform work within City limits.

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

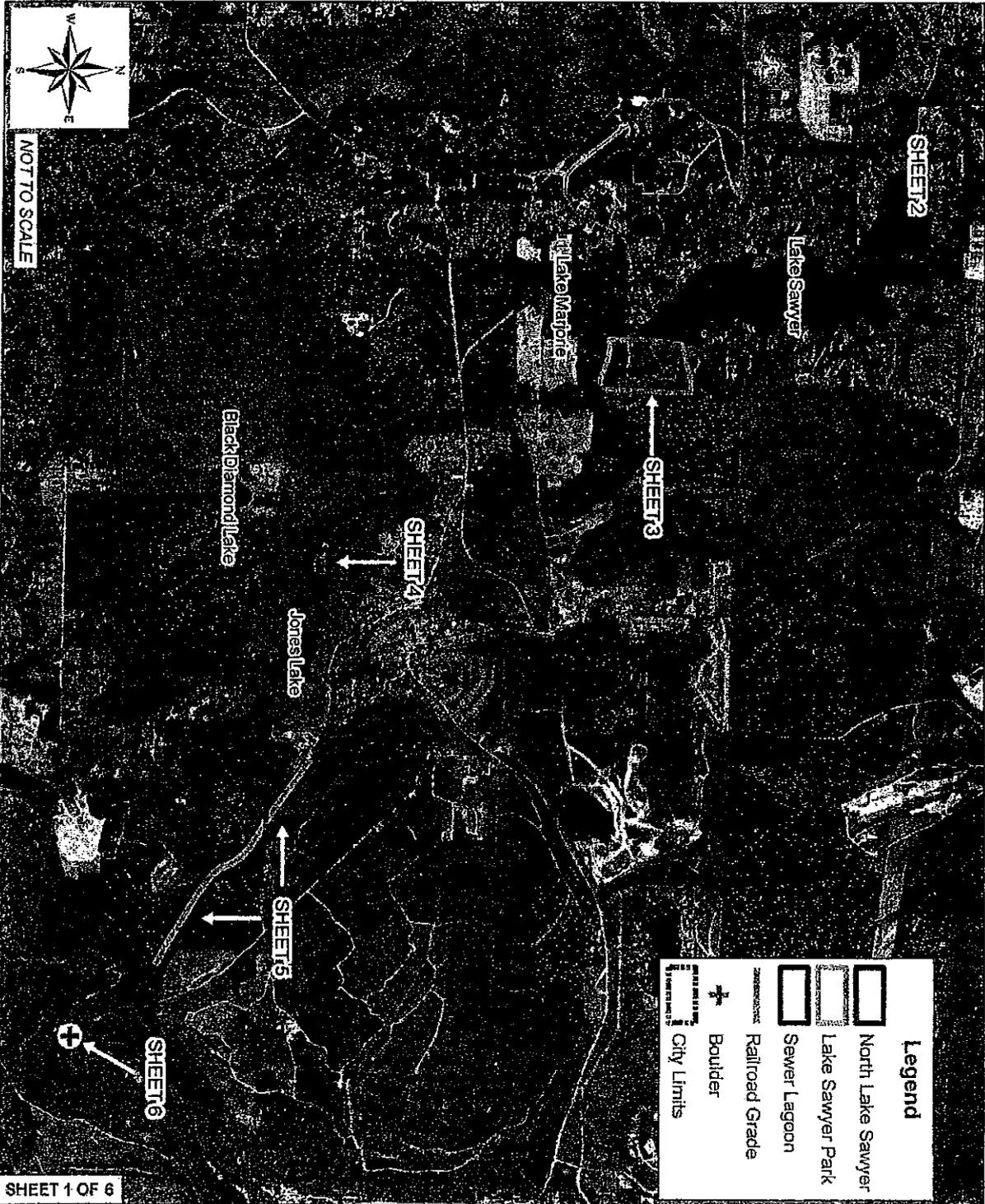
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Work Area Exhibits

The attached set of exhibits show the general locations of where work is to be performed. Details of the work site are to be field verified by Bidders. Drawings are not to scale.

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BLACK DIAMOND, WA. 98010

4/27/12
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Drawn and Approved By: SH/SB

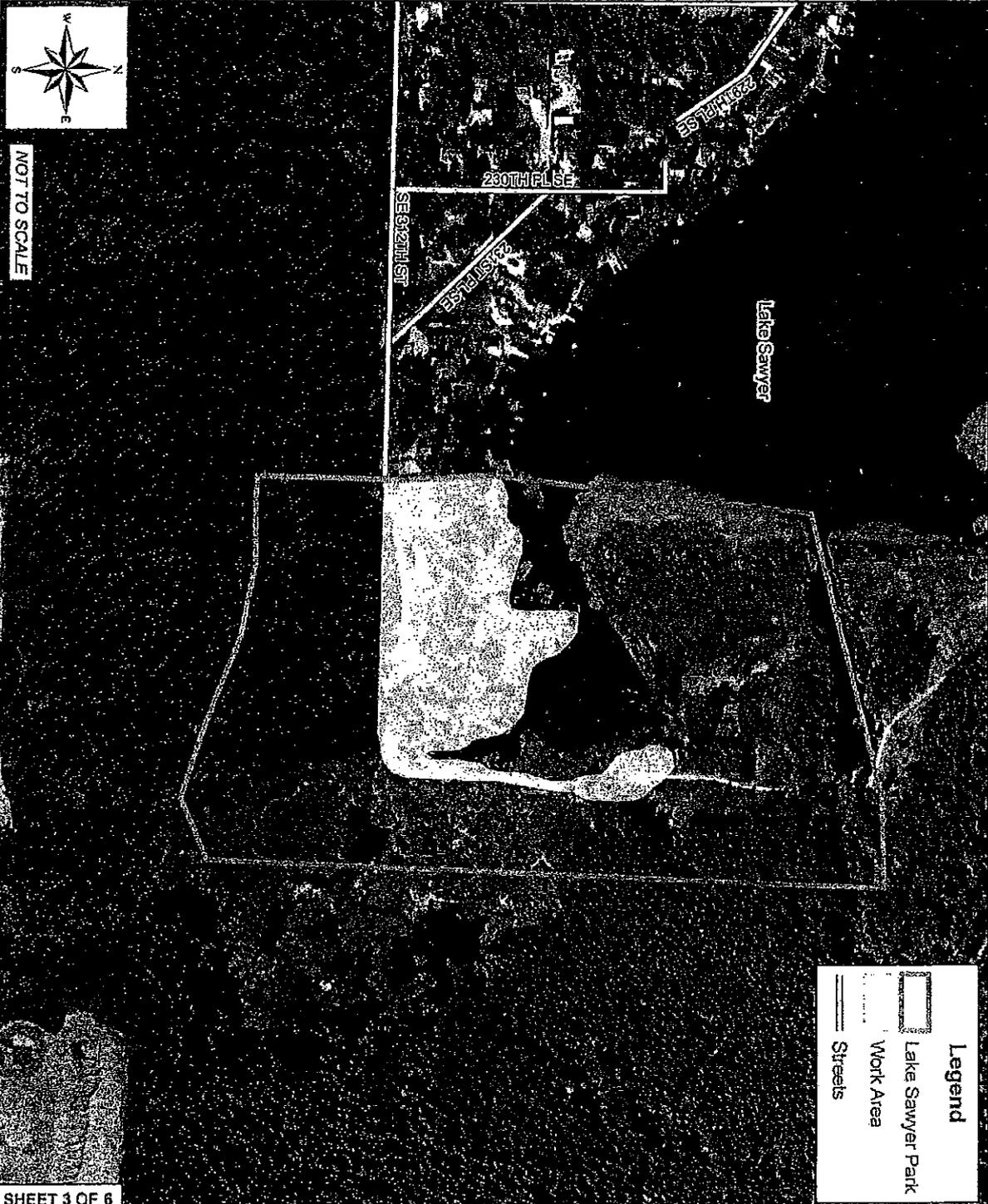
Date: April 19, 2012

Storm Debris Cleanup and Mitigation

COVER

REANO CONSTRUCTION & LOGGING
 P.O. BOX 1035
 BLACK DIAMOND, WA. 98010

4/27/12
 HRR



SHEET 3 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

LAKE SAWYER PARK

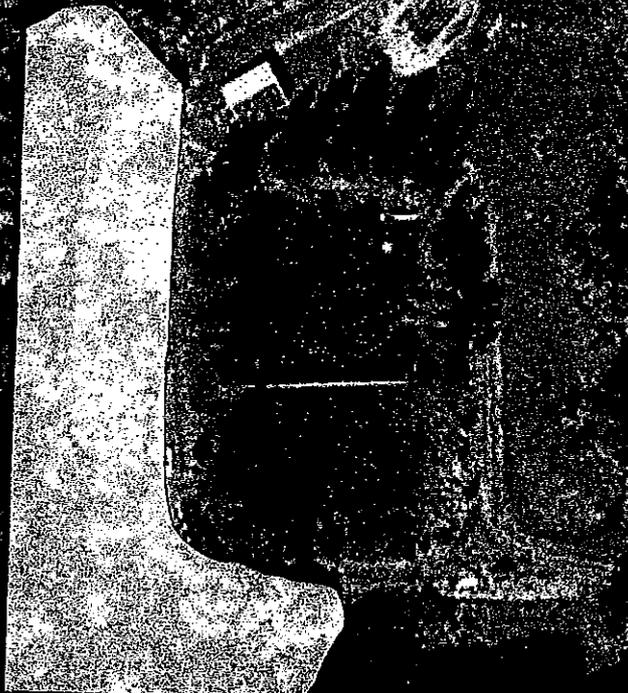
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BLACK DIAMOND, WA. 98010

4/27/12
HSDR



NOT TO SCALE

ABRAMS AVE



Legend

-  Sewer Lagoon
-  Work Area
-  Piles
-  Streets

SHEET 4 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

SEWER LAGOON

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

4/27/12
RJR



SHEET 5 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

RAILROAD GRADE

REANO CONSTRUCTION & LOGGING
P.O. BOX 1035
BLACK DIAMOND, WA. 98010

4/27/12
HRR



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SHEET 6 OF 6



Drawn and Approved By: SH/SB

Date: April 19, 2012

Storm Debris Cleanup and Mitigation

BOULDER

REANO CONSTRUCTION & LOGGING
 P.O. BOX 1035
 BLACK DIAMOND, WA. 98010

4/27/12
 ARR

City of Black Diamond
 PO Box 599
 Black Diamond, WA 98010

Project: January 2012 Winter Storm Debris Clean Up
 Bid Opening: May 3, 2012

Item	Section	Item Description	Unit	Qty.	Bidder & Address		Reano Construction PO Box 1035 Black Diamond, WA 98010		Cascade Utilities PO Box 322 Redmond, WA 98073		Lloyd Enterprises, Inc. PO Box 3889 Federal Way, WA 98063		Coby Construction PO Box 8589 Covington, WA 98042		City Estimate	
					Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount		
1	-	North Lake Sawyer Debris Clean Up	LS	1	\$7,600.00	\$7,600.00	\$6,946.25	\$6,946.25	\$5,340.00	\$5,340.00	\$4,590.00	\$4,590.00	\$5,000.00	\$5,000.00		
2	-	Lake Sawyer Regional Park	LS	1	\$4,200.00	\$4,200.00	\$4,425.00	\$4,425.00	\$5,730.00	\$5,730.00	\$7,990.00	\$7,990.00	\$8,000.00	\$8,000.00		
3	-	Sewer Lagoon	LS	1	\$6,540.00	\$6,540.00	\$6,927.50	\$6,927.50	\$7,250.00	\$7,250.00	\$13,449.00	\$13,449.00	\$7,000.00	\$7,000.00		
4	-	Railroad Grade/Transmission Road	LS	1	\$900.00	\$900.00	\$1,025.00	\$1,025.00	\$1,430.00	\$1,430.00	\$3,970.00	\$3,970.00	\$1,500.00	\$1,500.00		
5	-	Hazard Rock Removal Near Transmission Main	LS	1	\$1,000.00	\$1,000.00	\$865.02	\$865.02	\$4,435.00	\$4,435.00	\$2,190.00	\$2,190.00	\$1,300.00	\$1,300.00		
TOTAL CONTRACT AMOUNT BID						\$15,240.00	\$20,188.77	\$24,185.00	\$32,189.00		\$22,800.00					
SALES TAX @ 8.5%						\$1,310.64	\$1,736.23	\$2,079.91	\$2,768.25		\$1,960.80					
TOTAL WITH SALES TAX						\$16,550.64	\$21,925.00	\$26,264.91	\$34,957.25		\$24,760.80					

There were no errors in bidding

Staff Report 2012 Winter Storm Debris Cleanup

BID PROCESS:

As a project eligible to be bid under Small Works guidelines, the City selected contractors from the Municipal Small Works Roster (MRSCRosters.org). Bid invitations and bid materials were sent out to seven contractors selected off of the MRSC Roster on April 26, 2012. The City received four bids. Reano Construction & Logging, Inc. was the low bidder at \$16,550.64.

PROJECT BUDGET:

The City has a grant from the Washington State Military Department which will cover up to 75% of the project costs. The State of Washington may cover 12.5% of the project costs. The City would need to cover any remaining costs (12.5% - 25%). This is emergency cleanup work due to the January 14-23, 2012 Winter Storm event and was not included in the 2012 budget. City staff received guidance from FEMA regarding the scope of work which could be included in this project. The breakdown is below:

EXPENSES:

Plans & Specs in kind (City)
Bid Amount: \$16,550.64
Contingency: \$ 1,655.00
Attorney Review: \$ 500.00

ESTIMATED TOTAL PROJECT COST: \$18,705.64

FUNDING:

Upon bid award, TIB adjusts their contribution to match the project bid, as outlined below:

Grant: \$14,029.23
State of Washington: \$ 2,338.20
City Match: \$ 2,338.21
TOTAL: \$18,705.64

City match will be covered in part from FEMA reimbursement for already incurred City expenses such as labor and equipment costs associated with the January 14-23, 2012 winter storm event. Final numbers will be known once all paperwork is finalized with FEMA. City staff recommends moving forward with this project.

CONTRACTOR:

The low bidder, Reano Construction & Logging, Inc. of Black Diamond, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. The low bidder has not claimed bid error and no formal bidding protests have been recorded. We have verified that the low bidder, Reano Construction & Logging, Inc. of Black Diamond, Washington, has met the responsibility criteria.

Based on our evaluation, City Staff recommends that this project be awarded to Reano Construction & Logging, Inc., PO Box 1035, Black Diamond, Washington 98010.

INSPECTION AND PROJECT MANAGEMENT:

City staff will provide the inspections, project management and project administration.