

RESOLUTION NO. 1394

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, CONFIRMING THE MAYOR'S EXECUTION OF A PUBLIC WORKS
CONTRACT WITH STEINHOFF CONSTRUCTION, LLC, TO FILL A 12" X 42'
CULVERT WITH CEMENT MATERIAL.**

WHEREAS, the City of Dayton 2019 provided for construction services associated with filling in various abandoned City culverts with cement material; and

WHEREAS, the Project is considered a Public Works Contract as defined in RCW 39.04.010; and

WHEREAS, the Public Works Department solicited for six bids to perform said work; and

WHEREAS, the City received one bid from Steinhoff Construction, LLC; and

WHEREAS, the Mayor authorized a public works contract with Steinhoff Construction, LLC on September 26, 2019 to fill in one 12" x 42' culvert with cement material.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. The City Council hereby confirms the Mayor's execution of the public works contract with Steinhoff Construction, LLC, in the form attached hereto as Exhibit "A."

**PASSED BY THE CITY COUNCIL ON THE 16TH DAY
OF October, 2019.**

City of Dayton


Zac Weatherford, Mayor

Authenticated/Attested:


Trina Cole, City Administrator

CITY'S COPY

**AGREEMENT FOR PUBLIC WORK SERVICES
CULVERT CEMENT PROJECT**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, doing business at 111 S. First Street, Dayton, Washington, hereinafter referred to as "CITY", and STEINHOFF CONSTRUCTION, LLC, a Washington corporation, doing business at 112 Gephart Road, Dayton, WA 99328, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to fill a 12" x 42' culvert with cement; and

WHEREAS, CONTRACTOR has submitted a proposal to fill a 12" x 42" culvert with cement; and

WHEREAS, the CITY accepted CONTRACTOR's proposal to fill the 12" x 42' culvert with cement on September 26, 2019.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose:** This agreement is entered into between CITY and CONTRACTOR for the purpose of filling a 12" x 42" culvert with cement.
2. **Service Cost.** CONTRACTOR shall perform the work described in Section 4 of this agreement for \$1,951.20, inclusive of sales tax.
3. **Timeline.** The work covered by this agreement shall be completed no later than October 31, 2019.
4. **Scope of Work.** CONTRACTOR shall fill the 12" x 42' culvert with concrete. The culvert is located along the Touchet River, adjacent to the Pietrzycki Park, Dayton, WA. CONTRACTOR will provide all equipment, materials, labor, project oversight, and inspection necessary to complete the project. CONTRACTOR is not responsible for excavation around culvert or jet-rodding of culvert prior to filling the culvert with concrete, which shall be provided by CITY if necessary.
5. **General Conditions.**
 - a. Compliance with Federal, State and Local Laws. CONTRACTOR agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, unfair practices and any other statute or regulation pertaining to the subject matter of this Agreement.
 - b. Wage Requirements. This is a public works contract as prescribed in Chapter 39.04 RCW. The State of Washington prevailing wage rates

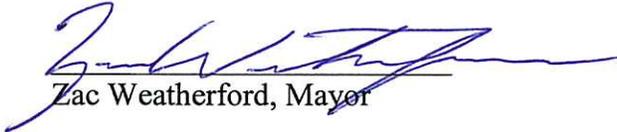
shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this agreement.

- h. Disputes. The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.
- i. Waiver. The failure of any party to insist upon strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR caused this agreement to be executed this 26TH day of SEPTEMBER, 2017.

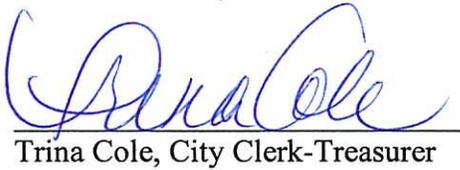
City of Dayton

By: Steinhoff Construction, LLC


Zac Weatherford, Mayor


Authorized Signer

Attest/Authenticate:


Trina Cole, City Clerk-Treasurer

Approved as to form:

Quinn Plant, City Attorney

STEINHOFF CONSTRUCTION, LLC

Residential/Commercial Construction • Excavation • Concrete • Decorative Concrete • Septic Systems

112 GEPHART ROAD
DAYTON, WA 99328
LICENSE NO. STEINCL861DG
PHONE: 509-540-9037
TANNER STEINHOFF

September 26, 2019

City of Dayton
Dayton, WA 99328

Re: Culvert

We will furnish at the above job all labor, tools, equipment, supervision, and workman's compensation liability insurance necessary to complete in a workman-like manner all work described below.

SCOPE OF WORK:

Excavate material around culvert so City can jet-rod it. Fill culvert with concrete. Complete for the sum of \$1,800.00 + tax.

Please call me at 509-540-9037 with any questions.

Thank you,

Tanner Steinhoff

Morgan Nelson
Construction
526-5249

8-29-19

John

Narum Concrete

525-5877

8-29-19

Ryan
Concrete Industries
525-9143

8-29-19

Rock Hill
Roger Becker

09-24-19

went to Rock Hill
office

Tanner Steinhoff

9-23-19

509-540-9037

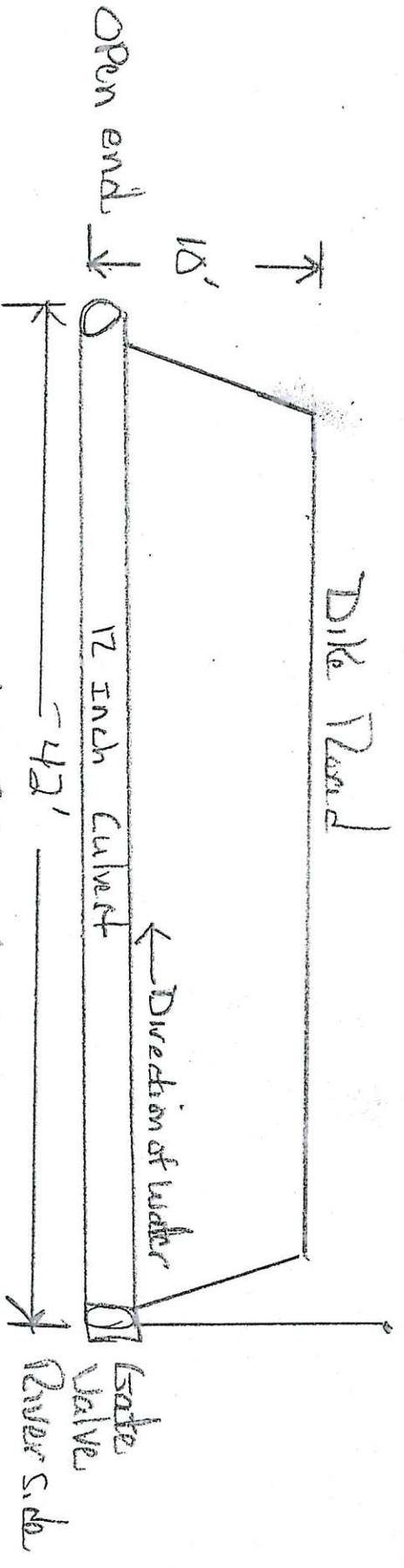
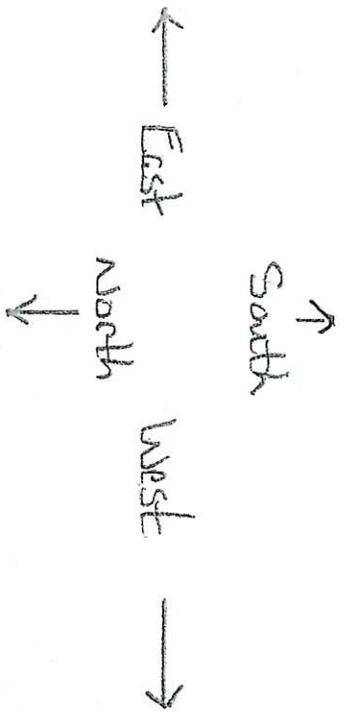
Tanner came to site
to look

Badger Mt
Jesse Yost

09-19-19

509-520-4903

Came to site to look



City of Dayton
Jim Castelino
509-386-8875

Use type fill Culvert
with concrete.

NO Scale



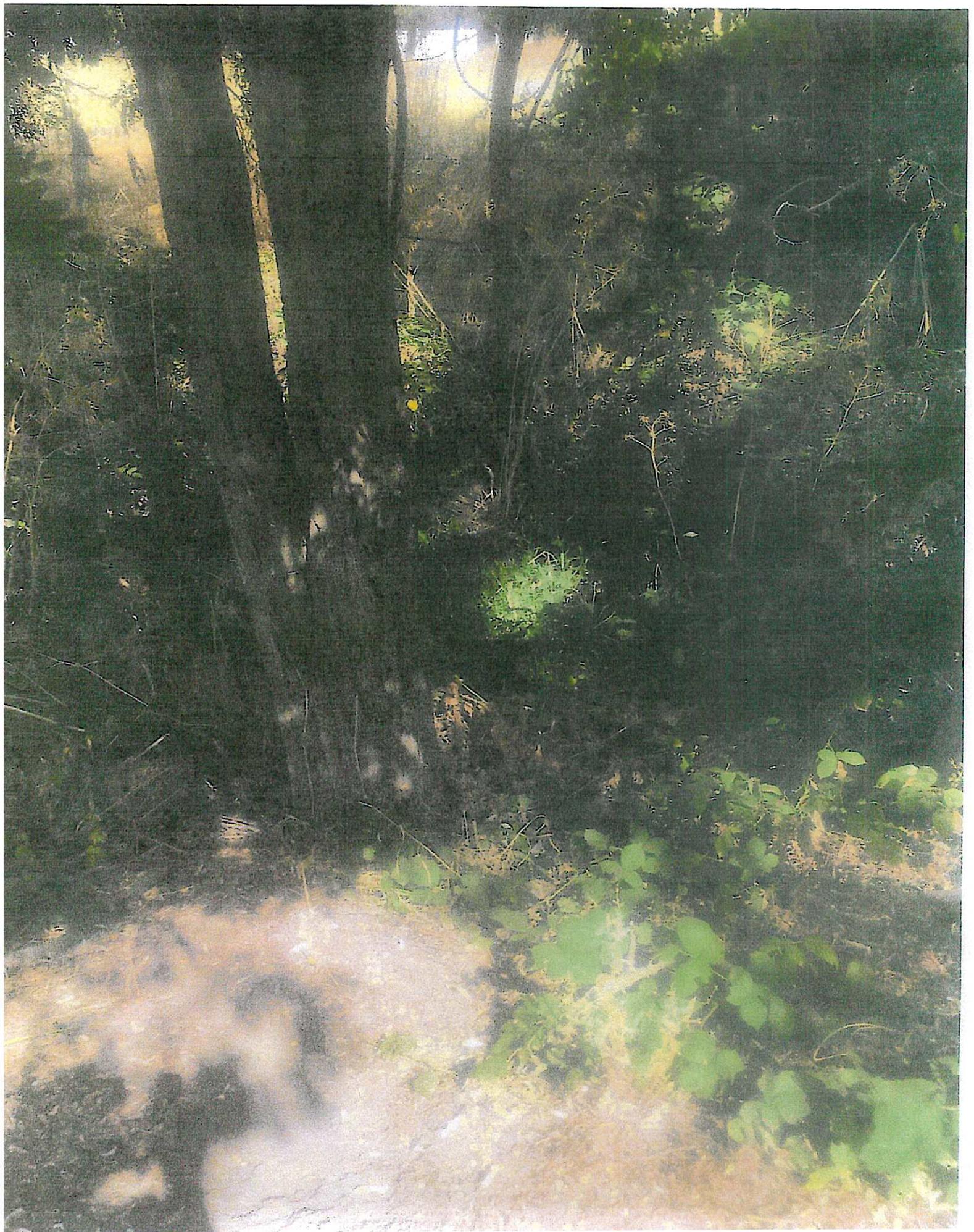
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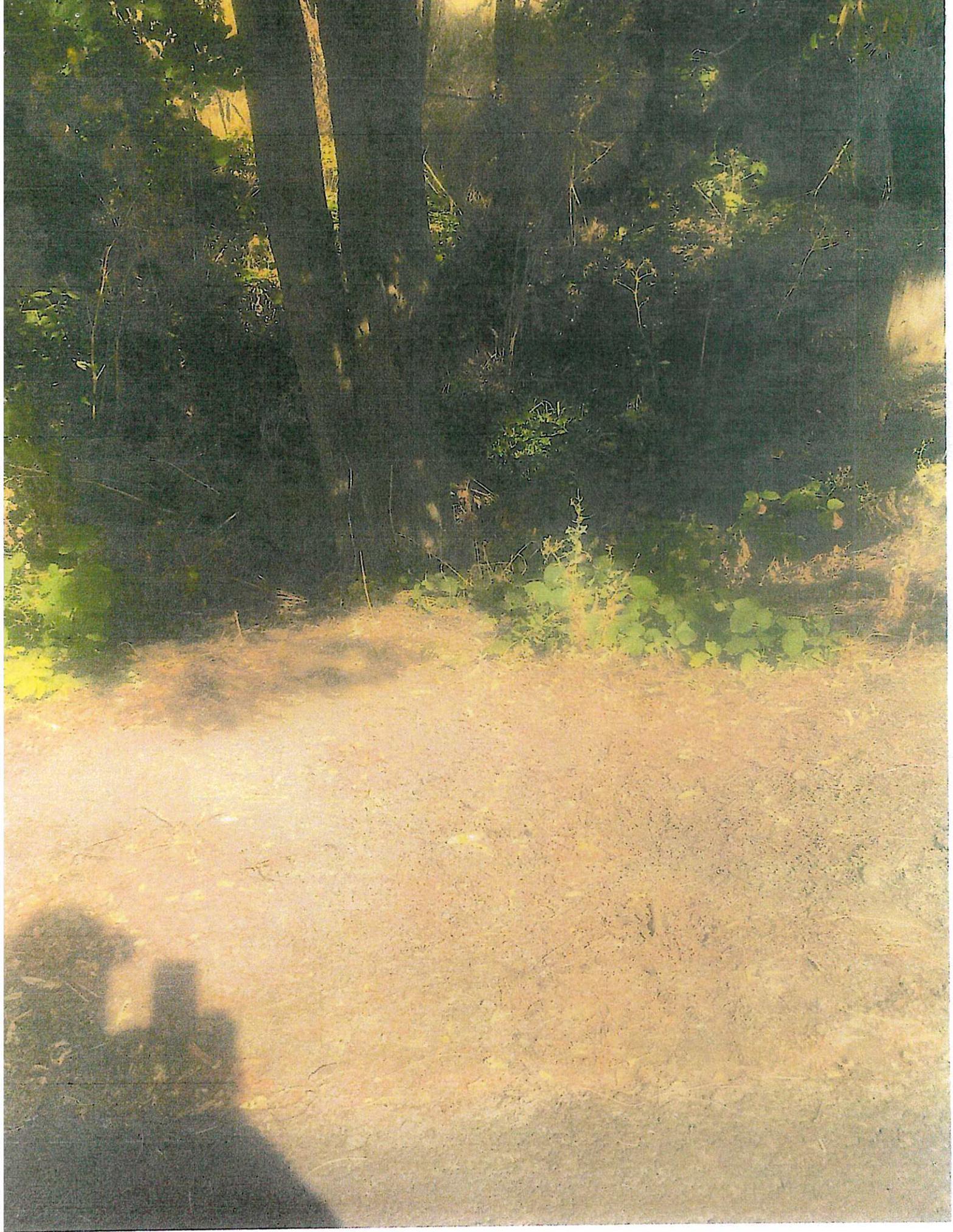
























STEINHOFF CONSTRUCTION LLC

License

Certifications & Endorsements

Workers' comp

Public Works Requirements

Workplace safety and health

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CERTIFICATE OF LIABILITY INSURANCE

STEIN-1 OP ID: MT

DATE (MM/DD/YYYY)

09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lloyd's, Inc. PO Box 1318 Walla Walla, WA 99362-0303 Michael T. Gammond	CONTACT NAME: Michael T. Gammond
	PHONE (A/C, No, Ext): 509-525-4110
	FAX (A/C, No): 509-525-4465
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Liberty Mutual Insurance
	NAIC # 23043
INSURED Steinhoff Construction, LLC 112 Gephart Road Dayton, WA 99328	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

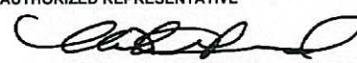
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BKO55996709	03/07/2019	03/07/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			USO55996709	03/07/2019	03/07/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

TOWHOMI To Whom it may Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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