

RESOLUTION NO. 13-858

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDING THE LOW BID ON THE 5TH AVENUE WATER MAIN REPLACEMENT PROJECT TO IVERSEN AND SONS, INC.

WHEREAS, The City received a Community Development Block Grant (CDBG); and

WHEREAS, The City has planned and budgeted for the 5th Avenue Water Main Replacement project; and

WHEREAS, The City has coordinated the design and preparation of the plans, specifications and contract documents with Roth Hill, LLC and has received CDBG approval to advertise the project; and

WHEREAS, The City has received 15 bids on February 7, 2013; and

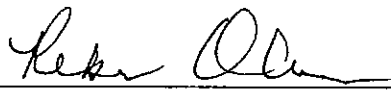
WHEREAS, Iversen and Sons, Inc. was the lowest responsive bidder and has met all conditions of providing a responsible bid;

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

Section 1. The Mayor is hereby authorized to award the bid of the 5th Avenue Water Main Replacement project to Iversen and Sons, Inc. in the amount of \$158,146.58 for the construction of the 5th Avenue Water Main Replacement project and authorize the Mayor to execute a contract for the same in the form substantially attached hereto as Exhibit A..

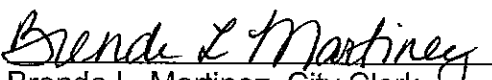
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF MARCH, 2013.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:


Brenda L. Martinez, City Clerk

5TH AVENUE WATER MAIN REPLACEMENT

SECTION 00500 - AGREEMENT

THIS AGREEMENT, made this 3rd day of May, 2013, by and between The City of Black Diamond, hereinafter called "City" and Iversen and Sons, Inc., hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the construction of the 5th Avenue Water Main Replacement project (the "Project") in accordance with the Contract Documents.
2. The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies and any other services necessary for the construction and completion of the Project.
3. The Contractor shall substantially complete (Substantial Completion) all physical Work required by the Contract Documents not later than September 30, 2013 or within 40 working days of the date when on-site Work begins, whichever occurs earlier; unless the period for completion is extended otherwise in accordance with the Contract Documents.
4. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss and inconvenience if the Work is not completed within the time specified in Section 3 of this Agreement, plus any extensions allowed by the Contract Documents. They also recognize the delays, expense and the difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City \$400.00 for each calendar day that expires after the contracted date for substantial completion of the Work until substantial completion is obtained.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the principal sum of sum of \$ 145,623.00 plus Washington State sales tax (8.6%) of \$ 12,523.58 for a total amount of \$158,146.58
6. The term "Contract Documents" means and includes the following: Advertisement for Bids, Instructions to Bidders, Addenda, Bid, Bid Bond, Payment Bond, Performance and Warranty Bond, this Agreement, General Requirements, Special Provisions, King County Housing and Community Development Supplemental Construction Contract Conditions, Technical Specifications, Drawings, Notice of Award, Notice to Proceed, Change Orders.
7. The City shall pay to the Contractor in the manner and at such times as set forth in the Contract Documents such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

5TH AVENUE WATER MAIN REPLACEMENT

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first above written.

Seth Iversen
Signature

Seth Iversen
Print Name

Iversen and Sons, Inc.
Print Company Name and Title

Robert Olson
City Of Black Diamond - Mayor

[END OF SECTION 00500]