

RESOLUTION NO. 19-1295

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE ROBERTS DRIVE
IMPROVEMENTS – 135' WEST OF THE ROCK CREEK
BRIDGE TO BRUCKNERS WAY PROJECT TO
GOODFELLOW BROS. LLC**

WHEREAS, the City received grant funding from the State of Washington Transportation Improvement Board (TIB); and

WHEREAS, the City received a \$46,000 contribution from Oakpointe Development to help with the project costs; and

WHEREAS, the City has planned and budgeted for the Roberts Drive Improvements – 135' West of the Rock Creek Bridge to Bruckners Way project; and

WHEREAS, the City received 8 bids on January 22, 2019; and

WHEREAS, Goodfellow Bros. LLC was the lowest responsive bidder and has met all conditions of providing a responsible bid; and

WHEREAS, City funds are available to meet the City grant matching requirements and to provide a contingency fund for unforeseen costs;

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 Roberts Drive Improvements – 135' West of the Rock Creek Bridge to Bruckners Way project to Goodfellow Bros. LLC in the amount of \$498,650 for the construction of this project and authorize the Mayor to execute a contract for the same.

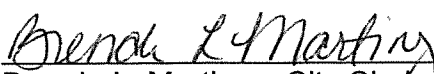
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY, 2019.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

CONTRACT

THIS AGREEMENT, made in four (4) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Black Diamond, Washington, hereinafter called the Owner, and

Contractor Name

HEREINAFTER called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for the construction of **Roberts Drive Improvements**, in accordance with and as described in the Contract Documents, which shall include: plans, specifications, Addenda, the 2016 Washington State Department of Transportation *Standard Specifications for Road and Bridge Construction*, and all other documents submitted by the bidder in response to the City's bid, all of which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as specified in Section 1-08.9 of the 2016 WSDOT/APWA Standard Specifications for each and every working day said work remains uncompleted and after expiration of the specified time, as liquidated damages. 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 work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract by providing the City with a maintenance bond, in the form attached to the Bid Documents, except as may be modified by the plans, specifications, and/or contract documents.

- II. The City of Black Diamond, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- III. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.

IV. It is further provided that no liability shall attach to the City of Black Diamond, Washington, by reason of entering into this contract, except as expressly provided herein.

V. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the City until approved in writing by the Director of Public Works or a designate who is authorized to execute Change Orders.

COUNTERSIGNED:

this _____ day of _____, 20 ____

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

CONTRACTOR

CITY OF BLACK DIAMOND, WASHINGTON

Signature

Carol Benson
Mayor

Printed

Title

Federal Tax ID No. _____

Attested:

Brenda R. Martiny
CITY CLERK

Approved as to form:

CITY ATTORNEY