

RESOLUTION NO. 20-1384

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE SPRINGS NORTH
BANK PUMP STATION UPGRADE PROJECT TO
MCCLURE AND SONS, INC.

WHEREAS, the City funding for this project arranged with Palmer Coking Coal and Oak Pointe through the Water Facilities Funding Agreement; and

WHEREAS, the City has planned and budgeted for the upgrade of the North Bank Pump Station Upgrade project, a phase of the Springs upgrade project; and

WHEREAS, the City received 6 bids on September 30, 2020; and

WHEREAS, McClure 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 City has selected Bid Alternate 1 which reduces the base bid by \$50,000 and adds the bid alternate cost of \$48,596 for a bid award amount of **\$912,306.25**

Section 2. The Mayor is hereby authorized to award the bid for the construction of the North Bank Pump Station Upgrade project to McClure and Sons, Inc in the amount of \$912,306.25 and authorize the Mayor to execute a contract for the same.

Section 3. Authorize a \$91,230.63 contingency fund to cover change orders and changes in quantities for the North Bank Pump Station Upgrade project.

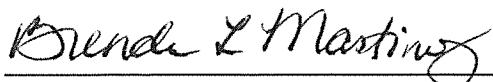
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF OCTOBER 2020.

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 **Black Diamond Springs – North Bank Booster Pump Station Upgrade**, in accordance with and as described in the Contract Documents, which shall include: plans, specifications, Addenda, the 2020 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 2020 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



Mayor

Printed

Title

Federal Tax ID No. _____

Attested:



CITY CLERK

Approved as to form:

CITY ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Corporate Officer (not Contract Signer) Corporate Title

of the corporation named as Contractor in the Agreement attached hereto; that

_____, who signed said Agreement on behalf of the
Contract Signer

Contractor, was then _____ of said
Corporate Title – Contract Signer

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.

Corporate Officer (not Contract Signer)

Printed

Title

State of _____)
County of _____) ss.

_____, being duly sworn,
Corporate Officer (not Contract Signer)

deposes and says that he is _____
Corporate Title

of _____
Name of Corporation

Subscribed and sworn to before me this
_____ day of _____, 20____

Notary Public (Signature)

Notary Public (Print)

My commission expires _____, 20____