

RESOLUTION NO. 07-441


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RAINBOW PARK AND PLAYGROUND TO DESIGN AND CONSTRUCT A MODULAR SKATE PARK FACILITY

WHEREAS, the City conducted a bid opening for a Modular Skate Park Facility on April 27<sup>th</sup> 2007; and

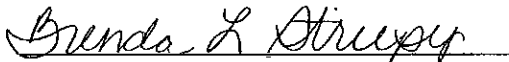
WHEREAS, pursuant to state bid laws City staff has advertised for bids in the newspaper of record and received and evaluated bids from interested contractors to determine the lowest responsible bidder; now, therefore,

BE IT RESOLVED that the Council authorizes the Mayor, on behalf of the City of Black Diamond, to enter into a contract with Rainbow Park and Playground to perform construction for a Modular Skate Park Facility in an amount not to exceed \$149,064.09, in the form attached hereto as Exhibit A, and by reference incorporated herein.

ADOPTED by the City Council at an open public meeting held on the 17<sup>th</sup> day of May, 2007..

  
Howard Botts, Mayor

Attest:

  
Brenda Streepy, City Clerk

## CITY OF BLACK DIAMOND CONTRACT

This contract is made and entered into this 22nd day of May, 2007, by and between the City of Black Diamond, Washington, a municipal corporation, herein after called the "City," and Rainbow Park and Playground, herein after called the "Contractor."

WHEREAS, the City issued an invitation to bid to parties listed on the City's Small Works Roster for construction and installation of a modular skatepark; and

WHEREAS, the Contractor has been deemed to be the lowest responsible bidder; and

NOW, THEREFORE, the parties agree as follows:

1. The following documents (collectively "Contract Documents") are hereby made a part of this contract and are mutually cooperative therewith:

- A. Invitation to Bid
- B. Public Works Project Terms and Conditions
- C. Insurance requirements
- D. Technical specifications and contract drawings (if any)
- E. Change orders (if any)
- F. Addenda (if any)
- G. Bid proposal submitted by the Contractor
- H. Bond
- I. All provisions required by law whether here inserted or not
- J. Project plans and drawings (if any)
- K. Permits

2. The Contractor shall do all work and furnish all tools, materials, and equipment for the construction of a modular skatepark in accordance with the above described Contract Documents. 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 of the work provided for in these Contract Documents, except those items mentioned therein to be furnished by the City.

3. Subject to additions and deductions by change order, the contract sum is the base bid amount of \$149,064.09 sales tax included. The contract sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Contract Documents and to complete and finish the same according to the plans and specifications and the

specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this contract.

4. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and the amounts set forth in the Contract Documents.

5. The Contractor agrees to repair and replace all property of the City and all property of others damaged by himself, his employees, and sub-contractors.

6. In addition to the amounts withheld from the progress or retained percentage payments to the Contractor, the City may, at its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may acknowledge, and regardless of the informalities of notice of such claim arising out of the performance of this Contract, provided that the total amounts withheld for such purpose shall not exceed three percent (3%) of the contract price. The term "claim" shall not include any claim against the retained percentage by persons furnishing supplies or performing labor for the Contractor. The amount may be withheld by the City until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the time the funds are so held.

7. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.


CITY OF BLACK DIAMOND



Howard Botts, Mayor

CONTRACTOR

By:

  
PLAY PROS, INC  
dba Rainbow PARK & PLAYGROUND

ATTEST:

Brenda L. Steeper  
City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney