

RESOLUTION NO. 12-813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE ROBERTS DRIVE
SIDEWALK IMPROVEMENTS PROJECT TO SCOTTY'S
GENERAL CONSTRUCTION, INC.

WHEREAS, the City received a Transportation Improvement Board grant for the Roberts Drive Sidewalk Improvements Project with a current amount of \$285,552; and

WHEREAS, the City has a match requirement of \$54,710; and

WHEREAS, the City has planned and budgeted for the Roberts Drive Sidewalk Improvements Project; and

WHEREAS, the City has received bids on June 13, 2012; and

WHEREAS, Scotty's General Construction, Inc. was the low 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. Award the bid of the Roberts Drive Sidewalk Improvements Project to Scotty's General Construction, Inc. in the amount of \$241,897.60 for the construction of the Roberts Drive Sidewalk Improvements Project and authorize the Mayor to execute a contract for the same, substantially in the form attached hereto as Exhibit A.

Section 2. The City Council authorizes additional expenditures of up to \$24,000.00 to cover any change orders that may come up during construction.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JUNE,
2012.**

CITY OF BLACK DIAMOND:



Rebecca Olness, 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

Scotty's General Construction, Inc.

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 Sidewalk Improvements**, in accordance with and as described in the attached plans and specifications, including Addenda, for the amount bid 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 2012 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, 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.

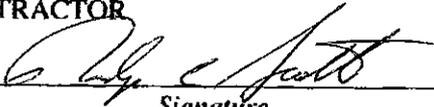
V. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the City until approved in writing by the Director of Public Works or a designate who is authorized to execute Change Orders.

COUNTERSIGNED:

this 17th day of July, 20 12

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

CONTRACTOR



Signature

Rodger C. Scott

Printed

President

Title

Federal Tax ID No. 91-1310079

CITY OF BLACK DIAMOND, WASHINGTON



Mayor

Attested:



CITY CLERK

Approved as to form:

CITY ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Douglas R. Scott, certify that I am the Vice President
Corporate Officer (not Contract Signer) *Corporate Title*

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

Rodger C. Scott, who signed said Agreement on behalf of the
Contract Signer

Contractor, was then President 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.

Douglas R. Scott
Corporate Officer (not Contract Signer)

Douglas R. Scott
Printed

Vice President
Title

State of WASHINGTON)
) ss.
County of KING)

Douglas R. Scott, being duly sworn,
Corporate Officer (not Contract Signer)

deposes and says that he is Vice President
Corporate Title
of Scotty's General Construction, Inc.
Name of Corporation

Subscribed and sworn to before me this
17th day of July, 20 12

Marcia L. McCarthy
Notary Public (Signature)

Marcia L. McCarthy
Notary Public (Print)

My commission expires 01/09, 2015



COPY

PERFORMANCE BOND

Bond No. SAIFSU0596149

Know all men by these presents: That whereas the City of Black Diamond, Washington has awarded to Scotty's General Construction, Inc. Contractor

hereinafter designated as the "Principal", a contract for the construction of the project designated as **Roberts Drive Sidewalk Improvements,**

Black Diamond, Washington all as hereto attached and made a part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the principal and International Fidelity Insurance Company Surety

a corporation, organized and existing under and by virtue of the laws of the State of WASHINGTON, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Black Diamond, Washington, in the sum of:

Two Hundred Forty One Thousand Eight Hundred Ninety Seven and 60/100s Dollars (\$ 247,897.60)
Total Contract Amount

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless the City of Black Diamond, Washington, their officers and agents from any claim for such payment; and shall further save harmless and indemnify said City of Black Diamond, Washington, from any defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract, which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect; provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the works shall not exceed the sum of:

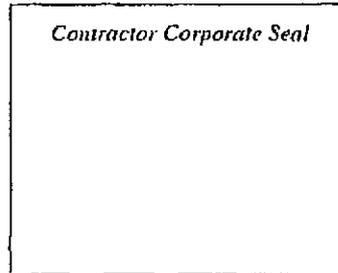
Two Hundred Forty One Thousand Eight Hundred Ninety Seven and 60/100s Dollars (\$ 247,897.60)
Total Contract Amount

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five per cent (25%) of the original amount of this bond without the consent of the Surety.

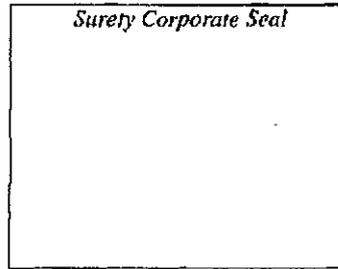
IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this 29th day of June, 2012.

Principal: Rodger C. Scott
By: [Signature]
Signature
Title: President
Printed

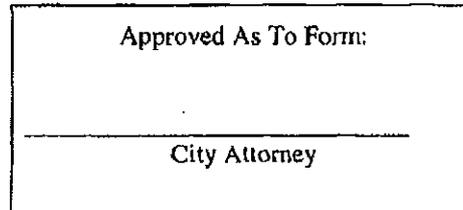


ATTEST: (if Corporation)
By: _____
Title: _____

Surety: International Fidelity Insurance Company
By: Jenn. D Lutz
Printed Name
Signature
Jennifer D Lutz
Printed
Attorney-in-Fact
Title



Name and address of local office/agent of Surety Company is:
Bell-Anderson Agency, Inc
600 SW 39th St, Suite 200
Renton, WA 98057



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

JENNIFER D LUTZ, JAMES GLENN HUNT, KAREN L PADILLA, SANDRA MARINELLI, ANDY HOVEN

Renton, WA

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation, and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 29th day of June, 2012

MARIA BRANCO, Assistant Secretary

CERTIFICATE OF INSURANCE

TO: City of Black Diamond

Return this certificate to:

**City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010**

This certifies to **City of Black Diamond** that the following described policies have been issued to the Insured named below and are in force at this time:

Insured Scotty's General Construction, Inc.

Address 20405 SE 344th Street, Auburn, WA 98092

Description of operations/locations/products (show contract name and/or number, if any)

Policies and Insureds	Limits		Policy Number	Expiration Date	Best's Rating
	Bodily Injury	Property Damage			
Comprehensive / General Liability Umbrella Liability 01SU41712230	Each Person 1,000,000 4,000,000	Each Occurrence 1,000,000 4,000,000	01CI2931823	12/31/12	A
Workers Compensation See description of operations ACCORD Form attached	Employer's Liability 2,000,000		01CI2931823	12/31/12	A
Automotive Liability Hired Autos Scheduled Autos Non-Owned Autos	Each Person 1,000,000	Each Occurrence 1,000,000	01CI2931823	12/31/12	A

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days' written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

Note to Contractor: City of Black Diamond and its authorized agents shall be named as additional insured for this policy.

**DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

If option (2) or (3) is selected, the "Interest Escrow Bearing Account/Escrow Agreement," beginning page F.7 must be completed. It is the Contractor's responsibility to setup all accounts.

Monies reserved under provisions of **RCW 60.28**, at the option of the Contractor, shall be:

- (1) Retained in a fund by the Owner.
- (2) Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association.
- (3) Placed in escrow with a bank or trust company by the Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.



Contractor Signature

7/17/2012

Date