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## COUNCIL REPORT



**Business Item**



**Consent Agenda**

Needs Legal Review:

No, Unnecessary

Meeting Date:

6.5.24

Agenda Item:

Approval of Notice of Award- Splash Pad Project

Presented By:

Andrew Dirks, Public Works Director

**Action Required:**

Approval of the Splash Pad Project bid package provided by Cameron McCarthy.

**Motion for Business Item / Proposed Motion for Consent Agenda:**

Motion to approve the Splash Pad Project Notice of Award to Green Construction as the lowest responsible bidder in the amount not to exceed \$161,586.23.

**Background of Issue:**

Attached you will find the Splash Pad Project Recommendation from Cameron McCarthy and the bid tabulations from the May 31<sup>st</sup>, 2024, bid opening.

The bids request documents included a sales tax of 8.5% which is incorrect for the City of White Salmon. Since all bidders included the 8.5% the lowest bidder still stands. This modified the quoted bid price of \$163,087.96 (8.5%) to \$161,586.23n(7.5%).

The bids were reviewed by Cameron McCarthy and city staff. Green Construction was determined the lowest responsible bidder.

**Council Options:**

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as desired by council.

**Fiscal Analysis:**

Approval of this bid award will require a budget amendment to the Municipal Capital Improvement Fund to change the allocation of \$161,586.23 to the Splash pad line item from the Park Replacement Project line item. The funding was moved to the Park replacement equipment line item when the city discovered the issues with a diesel tank in the location of the splash pad. This issue has since been handled and the splash pad is cleared to move forward with no further delays.

**DEI & Stakeholder Analysis:**

Improvements to the City's recreational opportunities are enjoyable for all White Salmon visitors and residents.

**Policy & Plan Implications:**

This project was listed in the Parks Master Plan as well as the Capital Facilities Improvement plan.

**Recommendation of Staff/Committee:**

Staff Recommends approval the Splash Pad Project notice of award to Green Construction as the lowest responsible bidder in the amount not to exceed \$161,586.23.

Green Construction  
PO BOX 142  
Washougal, WA 98671



RECEIVED MAY 31 2024

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City of White Salmon  
Rheingarten Park Splash Pad

Sealed Bid Enclosed

**SECTION 00 4100  
BID FORM**

**1.01 GENERAL**

Project Title: Rheingarten Park Splash Pad  
Bid Submission Location: City of White Salmon  
100 N. Main St.  
White Salmon, WA 98672  
Digital Submission: www.andrewd@whitesalmonwa.gov  
Bid Submission Deadline: 3:00 PM, Tuesday, May 28th, 2024

**1.02 PROPOSAL FROM**

- A. Bidder's Name: Michael Green Construction Inc.  
B. Bidder's Address: PO Box 142 Washougal WA 98671  
C. Bidder's Telephone Number: (360) 518-1476  
D. Bidder is: (check one of the following and insert information requested),  
1.  A corporation organized and existing under the laws of the State of WA, or  
2.  A partnership registered under the laws of the State of \_\_\_\_\_; or  
3.  An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_; or  
4.  An individual doing business under his or her own name.

**1.03 BASE BID**

- A. The undersigned hereby proposes to furnish all material and labor and perform all Work as hereinafter indicated for the Rheingarten Park Splash Pad in strict accordance with the Project Drawings and Specifications for the following:
- B. Material subtotal \$ 42,000.00 Installation subtotal \$ 108,173.08 Bid Subtotal \$ 150,173.08  
8.6% Sales Tax: \$ 12,914.88  
Base Bid Total: \$ 163,087.96
- C. The Undersigned agrees to be bound by the following documents:  
Invitation for Bids  
Instructions to Bidders  
Bid Security Agreement  
Performance & Payment Bonds  
General Conditions & Supplementary Conditions  
Drawings listed in List of Drawing Sheets  
Specifications listed in Table of Contents of the Project Manual
- D. The undersigned acknowledges receipt of Addenda numbered 0 through 0, inclusive (Fill in numbers)



**1.04 OVERHEAD & PROFIT**

- A. The above Bid Prices include all fees, taxes, profit, overhead, and similar items.

**1.05 TIME OF COMPLETION**

- A. The Work will be completed within the time stipulated and specified in the Supplementary Conditions.

**1.06 BIDDER'S RESIDENCY**

- A.  The Bidder is a resident of the State of Washington.
- B.  The Bidder is a non-resident of the State of Washington as defined below.
- C. A non-resident of Washington is one who has neither paid Unemployment Taxes nor Income Taxes in Washington during the 12 calendar months immediately preceding submission of this Bid, nor has a Business Address in Washington.
- D. If a non-resident, the Bidder shall indicate the State in which the Bidder resides and the Preference Discount, if any, given by that State.

Bidder's State of Residence: \_\_\_\_\_

Preference Discount given by Bidder's Residence State: \_\_\_\_\_%

- E. In determining the lowest Responsible Bidder for this Work, the above stated percentage will be added to the Bid of non-resident Bidders for purposes of determining the low-bidder, but the percentage will not be added to the Contract Sum appearing in the Agreement.

**1.07 BID SECURITY**

- A. Accompanying herewith is Bid Security; which is not less than ten (10) percent of the total amount of the Base Bid plus additive Alternate Bids, if any.

**1.08 BID SECURITY FORFEITURE**

- A. The undersigned further agrees that the Bid Security accompanying this Bid is left in escrow with the Owner; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement, and Performance & Payment Bonds, and that if the Undersigned defaults in either executing the Agreement or providing the Performance & Payment Bonds within ten (10) days after receiving the Contract Forms, then the full value of the Bid Security may, at the Owner's option, become the property of the Owner; but if the Bid is not accepted within sixty (60) calendar days after the time set for the opening of the Bids or if the Undersigned executes and timely delivers the said Agreement and Performance & Payment Bonds, the Security will be returned.

**1.09 CONTRACT & BONDS**

- A. The Undersigned agrees, if awarded the Contract, to deliver to the Owner within ten (10) days after receiving the Contract Forms an executed Agreement together with satisfactory Performance & Payment Bonds in an amount equal to one hundred (100) percent of the Contract Sum.
- B. The Surety requested to issue the Performance & Payment Bonds will be:  
  
Name of Surety Company: Propel
- C. The Undersigned hereby authorizes said Surety Company to disclose any information to the Owner concerning the Undersigned's ability to supply Performance & Payment Bonds in the amount of the Contract Sum.

**1.10 NON-COLLUSION**

- A. The Undersigned certifies that (1) this Bid has been arrived at independently and is being submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Vendor of materials, supplies, equipment, or services to limit independent bidding or competition, and (2) the contents of this Bid have not been communicated by the Undersigned or its Employees or Agents to any Person not an Employee or Agent of the Undersigned or its Surety on any Bond furnished with the Bid and will not be communicated to such Person prior to the official opening of the Bid.

**1.11 WAGE RATES**

- A. The project is subject to the wage rate requirements set forth by Washington State Prevailing Wages.

**1.12 CONTRACTORS' REGISTRATION**

- A. As a condition to submitting this Bid, a Contractor must be registered with the Washington State Bureau of Labor & Industries (L&I), and the Contractor must disclose the Registration Number. Failure to register and disclose the Number will make this a Non-Responsive Bid and the Bid will be rejected, unless contrary to Federal Law.
- B. Contractor's Registration Number: [REDACTED]
- C. The Undersigned hereby certifies that all Subcontractors performing construction work will be registered with L&I prior to commencing work under this Contract.

**1.13 WORKER'S COMPENSATION INSURANCE**

- A. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Laws of the State of Washington, Worker's Compensation Insurance will be provided by:

Name of Carrier (Not local Agent): WA L&I

Policy Number: 601 769 655

**1.14 SIGNATURES**

- A. Name of Firm: Michael Green Construction ± NC.

By: \_\_\_\_\_; or  
(Sole Individual)

By: \_\_\_\_\_; or  
(Partner)

By: [Signature]  
(Authorized Officer of Corporation)

Attested By: [Signature]  
(Secretary of Corporation)

**END OF BID FORM**

**SECTION 00 4313  
BID SECURITY**

**PART 1 GENERAL**

**1.01 FORM OF SECURITY**

- A. The Bid Security for this Project shall be executed on AIA Form A-310, copy attached.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**





# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Michael Green Const Inc.  
PO Box 142  
Washougal WA 98671

**SURETY:**

*(Name, legal status and principal place of business)*

Check-In Lieu of

**OWNER:**

*(Name, legal status and address)*

City of White Salmon

**BOND AMOUNT: \$**

**PROJECT: Rheingarten Park Splash Pad - 2024**

*(Name, location or address, and Project number, if any)*

Sample

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this      day of      ,



(Contractor as Principal)

(Seal)

(Witness)

President

(Title)

(Surety)

(Seal)

(Witness)

(Title)

init.



**SECTION 00 4336  
PROPOSED SUBCONTRACTORS FORM**

**PARTICULARS**

1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Michael Green Construction Inc.

1.03 TO (OWNER ): CITY OF WHITE SALMON

1.04 DATED 5/31/24 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:

**LIST OF SUBCONTRACTORS**

**WORK SUBJECT SUBCONTRACTOR NAME**

- A. PD Badertscher Construction LLC
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**END OF SECTION**