RESOLUTION NO. 3235

RESOLUTION AUTHORIZING THE MAYOR SIGN A SEVEN-PAGE CONTRACT WITH SPECIALIZED PAVEMENT MARKING, LLC, FOR THE 2025 CRACK SEAL PROJECT

WHEREAS, the City desires to conduct crack sealing in multiple locations; and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. – solicited competitive sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Specialized Pavement Marking, LLC, of Pacific, Washington; and

WHEREAS, the City desires to award this project to Specialized Pavement Marking, and to enter into a construction contract for the overall total cost of $37,235.40; and

WHEREAS, a written "Contract" measuring seven total pages (which pages are numbered 4-2 through 4-8 because the Contract will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to City staff; and
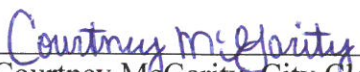
WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign, and Public Works Director Rocky D. Wallace be and is authorized to fill-in the appropriate data on any blank lines on, the seven-page Contract with Specialized Pavement Marking, LLC, in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor and/or Mr. Wallace be and are likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lessor amount than currently contemplated, the Mayor and/or Mr. Wallace be and are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 26th day of August, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

Resolution No. 3235
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CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this ____15th____ day of
_____August_____, 2025, by and between the City of Selah, hereinafter called the OWNER,
and ____Specialized Pavement Marking, LLC._____, 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 bid amount of $____37,235.40____, for <u>CITYWIDE CRACK SEALING</u>, HLA Project No. 25006, in accordance with and as described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge, and Municipal Construction, 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.

      Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed within fifteen (15) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).

      If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

      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, except such as are mentioned in the Specifications to be furnished by the OWNER.

II.   The OWNER 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 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 unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.

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

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

V.   CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

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

OWNER:

City of Selah, Washington

By: _Roger Z Bell_

Name: _____Roger Bell_____

Title: _____Mayor_____

ATTEST:

Courtney M. Garity

Name: _____Courtney McGarity_____

Title: _____City Clerk_____

CONTRACTOR:

Specialized Pavement Marking, LLC.
(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Name: _____
(Please Print or Type)

Address: _____

_____

Phone: _____

Email: _____

(SEAL)

ATTEST:

_____

Name: _____
(Please Print or Type)