

RESOLUTION NO. 2917

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWO-PAGE CONTRACT WITH GRANITE CONSTRUCTION COMPANY FOR WORK ON THE FREMONT AVENUE RESURFACING PROJECT

WHEREAS, the City desires – as its Fremont Avenue Resurfacing Project – to grind and resurface vehicle travel lanes on West Fremont Avenue from North 4th Street to North 11th Street; and

WHEREAS, the City – with assistance by the City’s retained engineering firm of HLA Engineering and Land Surveying, Inc. (HLA) – solicited sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Granite Construction Company, of Yakima, Washington, in the amount of \$328,925.00; and

WHEREAS, the City desires to enter into a written contract with Granite Construction Company, at a total cost of \$328,925.00; and

WHEREAS, a two-page Contract has been prepared and the terms are acceptable to City staff and to HLA;

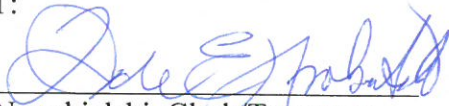
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign a two-page Contract with Granite Construction Company at a total cost of \$328,925.00 relative to this project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of May, 2022.




Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Washington State Transportation Improvement Board

TIB Members

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Snohomish County

Vice Chair
Mayor Glenn Johnson
City of Pullman

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Thurston County

Jane Wall
County Road Administration Board

April 29, 2022

Mr. Rocky Wallace
Public Works Director
City of Selah
222 South Rushmore Rd
Selah, WA 98942

Dear Mr. Wallace:

Based on your Updated Cost Estimate for the Fremont Avenue Overlay project, TIB # 3-E-182(006)-1, your authorized TIB funds are \$363,217, which reflects an increase of \$26,055.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or via e-mail at AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

cc: Dale Novobielski – Clerk/Treasurer
Stephen Hazzard, P.E. - Consultant

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



Transportation Improvement Board
Updated Cost Estimate

Form generated on 29 Apr 2022

Agency **SELAH**
 TIB Project No **3-E-182(006)-1**
 Project Name **Fremont Avenue Overlay - 4th St to 11th St**

BID OPENING
 Submit form PRIOR to award of contract

Current TIB Commitment
 \$ **337,162**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
38,350		41,300	5,000	323,925
Phase Total	38,350	Phase Total		370,225
		Total Project Cost		408,575

Include a cost breakdown for Construction Other
 Construction Other = \$5,000 Minor Change = Noneligible at bid opening

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	5,000	1,000	15,946	0	5,000
Total Eligible Project Cost					403,575

Include a cost breakdown of Other Noneligible costs
 Other Noneligible Cost = \$5,000 Minor Change

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost)	28,950
Calculated Total TIB funds	337,162

The maximum allowable TIB administrative increase can not exceed \$26,055

Requested Change	26,055
Requested Total TIB funds	363,217

Enter explanation for the change in Total Project Cost in the space below
 The majority of the cost increase is due to the engineer's estimate (\$20,000) of traffic control compared to the low bidders estimate (\$40,000). All other items are within reason when compared to the engineer's estimate.

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$26,055
 For all increase requests, please contact your TIB Engineer

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	337,162	363,217
SELAH	37,463	45,358
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$374,625	\$408,575

Funding Partner Total is Correct

REQUIRED ATTACHMENTS

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Enter description & cost breakdown for work performed under Construction Other in cell B17
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter justification for COST INCREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indent the agency.

Rocky Wallace

Printed or Typed Name

Public Works Director

Title

Rocky Wallace 5/2/2022
 Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Stephen S. Hazzard, PE

Printed or Typed Name

Stephen S. Hazzard
 Digitally signed by Stephen S. Hazzard
 Date: 2022.05.02 09:04:44 -07'00'
 Signature & Date

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this _____ day of _____, 2022, by and between the City of Selah, hereinafter called the OWNER, and _____ Granite Construction Company _____, 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 \$ 328,925.00, for FREMONT AVENUE RESURFACING, TIB Project No.: 3-E-182(006)-1, HLA Project No. 21249, 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.

Work shall start within ten (10) calendar days after Notice to Proceed and shall be completed within twenty (20) 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

(SEAL)

By: _____

ATTEST:

Name: Sherry Raymond

Title: Mayor

Name: Dale Novobielski

Title: Clerk - Treasurer

CONTRACTOR:

Granite Construction Company
(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Fax: _____

Name: _____
(Please Print or Type)