

RESOLUTION NO. 2928

RESOLUTION AUTHORIZING THE MAYOR SIGN A CONSTRUCTION CONTRACT BETWEEN THE CITY OF SELAH AND CENTRAL PAVING, LLC, FOR THE 2022 CRACK SEAL PROJECT

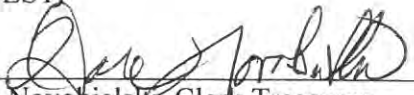
WHEREAS, the City of Selah wishes to crack seal asphalt on South 1st Street; and

WHEREAS, after seeking bids the City wishes to award the construction contract to the low bidder, Central Paving, LLC, of Ellensburg, Washington;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign a Construction Contract between the City of Selah and Central Paving, LLC, in the amount of \$28,448.00 for the 2022 Crack Seal Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of July, 2022.

ATTEST:


Dale Novobielski, Clerk Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



June 9, 2022

City of Selah
115 W. Naches Avenue
Selah, WA 98942

Attn: Mayor Sherry Raymond

Re: City of Selah
2022 Crack Sealing
HLA Project No.: 22006G
Recommendation of Award

Dear Mayor Raymond:

The bid opening for the above referenced project was held at Selah City Hall at 11:00 a.m. on Thursday, June 9, 2022. A total of two (2) bids were received with the low bid of \$28,448.00, being offered by Central Paving, LLC, of Ellensburg, WA. This low bid is approximately five (5) percent below the Engineer's Estimate of \$29,925.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Central Paving, LLC, in the amount of \$28,448.00. Please send us a copy of the City of Selah Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in black ink that reads "Terry D. Alapeteri".

Terry D. Alapeteri, PE

TDA/jld

Enclosures

Copy: Joe Henne, City of Selah
Rocky Wallace, City of Selah
Dale Novobielski, City of Selah
Angela Ringer, HLA

From: [Jennifer Davis](#)
To: [Henne, Joe](#); [Wallace, Rocky](#)
Cc: [Angela Ringer](#); [Terry Alapeteri](#); [Charskie Kinloch](#)
Subject: 22006G - 2022 Crack Sealing - Recommendation of Award and Bid Summary
Date: Thursday, June 9, 2022 1:40:46 PM
Attachments: [2022-06-09 - 22006G - Recommendation of Award.pdf](#)
[2022-06-09 - 22006G - Signed Bid Summary.pdf](#)

Good afternoon Joe and Rocky,

Please see the attached Bid Summary and Recommendation of Award for the above referenced project. If Award is authorized by the City of Selah, please send a copy of the authorization to our office so that we may proceed with contract execution.

Please contact us if you have any questions.

Thank you,





Jennifer Davis, Contract Administrator

HLA Engineering and Land Surveying, Inc.

2803 River Road Yakima, WA 98902

Office: 509-966-7000

jdavis@hlacivil.com | www.hlacivil.com

BID SUMMARY									
OWNER: City of Selah PROJECT: 2022 Crack Sealing HLA PROJECT NO.: 22006G BID OPENING DATE: June 9, 2022					BIDDER NO. 1 Central Paving, LLC 1410 W. Dolarway Rd. Ellensburg, WA 98926		BIDDER NO. 2 Construction Ahead, Inc. dba Pavement Surface Control P.O. Box 7204 Kennewick, WA 97204		BIDDER NO. 3
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT				
1	Mobilization	---	LS	---	\$ 2,500.00	---	\$ 1,388.00	---	\$ 2,136.00
2	Project Temporary Traffic Control	---	LS	---	\$ 5,000.00	---	\$ 6,000.00	---	\$ 12,650.00
3	Crack Sealing	19,500	LF	\$	1.15 \$ 22,425.00	1.08	\$ 21,060.00	\$	0.85 \$ 16,575.00
BID TOTAL							\$ 28,448.00		\$ 31,361.00
ENGINEER'S REPORT									
Competitive bids were opened June 9, 2022. All bids have been reviewed by this office. We recommend the contract be awarded to: Central Paving, LLC.									
				 Project Engineer		6.09.22 Date			
*Bid results can be found at: hiacivil.com									
*Highlighted amounts have been corrected.									

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 _____ Central Paving, 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 \$ 28,448.00, for 2022 CRACK SEALING, HLA Project No. 22006G, 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 ten (10) 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:

Central Paving, LLC
(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Fax: _____

Name: _____
(Please Print or Type)