

RESOLUTION NO. 3030

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH SELLAND CONSTRUCTION, INC., RELATED TO THE CITY'S FREMONT AVENUE SEWER AND RESURFACING PROJECT

WHEREAS, the City desires to construct certain sidewalk, street, and sewer improvements along portions of Fremont Avenue; 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 Selland Construction, Inc., of Wenatchee, Washington; and

WHEREAS, the City desires to award this scope of work to Selland Construction, and to enter into a construction contract for the overall total cost of \$981,088.59; and

WHEREAS, a written "Contract" measuring six total pages (which pages are labeled Contract, Certifications, Contract Bond and Schedule of Working Hours, and are numbered 4-2 through 4-7 because they 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;

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 Rocky D. Wallace be and is authorized to fill-in the appropriate data on the existing blank lines on, the six-page Contract with Selland Construction, Inc., 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 Rocky D. Wallace 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 lesser amount than currently contemplated, the Mayor and/or Rocky D. Wallace 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 11th day of July, 2023.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney



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

Attn: Mayor Sherry Raymond

Re: City of Selah
Fremont Avenue Sewer and Resurfacing Improvements
TIB Project No. 3-E-182(007)-1
HLA Project Nos.: 23034 & 23043
Recommendation of Award

Dear Rocky:

The bid opening for the above referenced project was held at Selah City Hall at 2:00 p.m. on Wednesday, June 14, 2023. A total of three (3) bids were received with the low bid of \$981,088.59, being offered by Selland Construction, Inc., of Wenatchee, WA. This low bid is approximately nine (9) percent above the Engineer's Estimate of \$898,932.50.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Selland Construction, Inc., pending concurrence from TIB, in the amount of \$981,088.59. 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,

Stephen S. Hazzard, PE

SSH/jld

Enclosures

Copy: Joe Henne, Rocky Wallace – City of Selah
Angie Ringer, Taylor Denny - HLA

BID SUMMARY

Owner: City of Selah
 Project: Fremont Avenue Sewer and Resurfacing Improvements
 HLA Project No.: 23034
 Bid Opening Date: June 14, 2023

BIDDER NO. 1

Seiland Construction, Inc.
 P.O. Box 119
 Wenatchee, WA 98807

BIDDER NO. 2

Midway Underground, LLC
 P.O. Box 1107
 Toledo, WA 98591

BIDDER NO. 3

Pacific Civil & Infrastructure, Inc.
 5124 180th Street E
 Tacoma, WA 98446

ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	A	Minor Change	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	A	Mobilization	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
3	A	Project Temporary Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 70,000.00	\$ 70,000.00	\$ 32,500.00	\$ 32,500.00	\$ 60,480.00	\$ 60,480.00
4	A	Unclassified Excavation Incl. Haul	80	CY	\$ 150.00	\$ 12,000.00	\$ 135.00	\$ 10,800.00	\$ 26.00	\$ 2,080.00	\$ 250.00	\$ 20,000.00
5	A	Crushed Surfacing Top Course	65	TON	\$ 80.00	\$ 5,200.00	\$ 100.00	\$ 6,500.00	\$ 36.00	\$ 2,340.00	\$ 50.00	\$ 3,250.00
6	A	Emulsified Asphalt (CSS-1)	1,840	SY	\$ 1.50	\$ 2,760.00	\$ 0.85	\$ 1,564.00	\$ 1.50	\$ 2,760.00	\$ 0.75	\$ 1,380.00
7	A	Planing Bituminous Pavement	6,000	SY	\$ 3.00	\$ 18,000.00	\$ 6.50	\$ 39,000.00	\$ 6.00	\$ 36,000.00	\$ 15.50	\$ 93,000.00
8	A	Crack Sealing	1	FA	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
9	A	Pavement Repair Excavation Incl. Haul	150	SY	\$ 30.00	\$ 4,500.00	\$ 35.00	\$ 5,250.00	\$ 12.00	\$ 1,800.00	\$ 150.00	\$ 22,500.00
10	A	HMA For Pavement Repair Cl. 3/8-Inch PG 64H-28	50	TON	\$ 180.00	\$ 9,000.00	\$ 250.00	\$ 12,500.00	\$ 180.00	\$ 9,000.00	\$ 235.00	\$ 11,750.00
11	A	HMA For Preleveling Cl. 3/8-Inch PG 64H-28	170	TON	\$ 130.00	\$ 22,100.00	\$ 150.00	\$ 25,500.00	\$ 165.00	\$ 28,050.00	\$ 140.00	\$ 23,800.00
12	A	HMA Cl. 3/8-Inch PG 64H-28	640	TON	\$ 120.00	\$ 76,800.00	\$ 120.00	\$ 76,800.00	\$ 130.00	\$ 83,200.00	\$ 110.00	\$ 70,400.00
13	A	Adjust Manhole	11	EA	\$ 800.00	\$ 8,800.00	\$ 800.00	\$ 8,800.00	\$ 1,500.00	\$ 16,500.00	\$ 975.00	\$ 10,725.00
14	A	Adjust Catch Basin	4	EA	\$ 400.00	\$ 1,600.00	\$ 800.00	\$ 3,200.00	\$ 1,250.00	\$ 5,000.00	\$ 510.00	\$ 2,040.00
15	A	Adjust Valve Box	11	EA	\$ 750.00	\$ 8,250.00	\$ 800.00	\$ 8,800.00	\$ 750.00	\$ 8,250.00	\$ 675.00	\$ 7,425.00
16	A	Inlet Protection	11	EA	\$ 75.00	\$ 825.00	\$ 100.00	\$ 1,100.00	\$ 110.00	\$ 1,210.00	\$ 75.00	\$ 825.00
17	A	Landscape Restoration	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
18	A	Cement Conc. Traffic Curb and Gutter	270	LF	\$ 60.00	\$ 16,200.00	\$ 50.00	\$ 13,500.00	\$ 60.00	\$ 16,200.00	\$ 43.00	\$ 11,610.00
19	A	Cement Conc. Sidewalk 6-Inch Thick	40	SY	\$ 125.00	\$ 5,000.00	\$ 100.00	\$ 4,000.00	\$ 80.00	\$ 3,200.00	\$ 65.00	\$ 2,600.00
20	A	Cement Conc. Sidewalk 4-Inch Thick	90	SY	\$ 90.00	\$ 8,100.00	\$ 110.00	\$ 9,900.00	\$ 95.00	\$ 8,550.00	\$ 81.00	\$ 7,290.00
21	A	Cement Conc. Curb Ramp	13	EA	\$ 3,200.00	\$ 41,600.00	\$ 3,000.00	\$ 39,000.00	\$ 3,750.00	\$ 48,750.00	\$ 2,300.00	\$ 29,900.00
22	A	Pavement Markings	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00	\$ 13,500.00	\$ 13,500.00	\$ 8,000.00	\$ 8,000.00

BID SUMMARY										BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Selah Project: Fremont Avenue Sewer and Resurfacing Improvements HLA Project No.: 23034 Bid Opening Date: June 14, 2023										Selland Construction, Inc. P.O. Box 119 Wenatchee, WA 98807		Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591		Pacific Civil & Infrastructure, Inc. 5124 180th Street E Tacoma, WA 98446	
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3				
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
23	B	Minor Change	1	FA	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00			
24	B	Mobilization	1	LS	\$ 42,000.00	\$ 42,000.00	\$ 30,000.00	\$ 30,000.00	\$ 58,000.00	\$ 58,000.00	\$ 70,000.00	\$ 70,000.00			
25	B	Project Temporary Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 43,200.00	\$ 43,200.00	\$ 31,420.00	\$ 31,420.00			
26	B	Planing Bituminous Pavement	1,625	SY	\$ 3.00	\$ 4,875.00	\$ 8.50	\$ 13,812.50	\$ 6.00	\$ 9,750.00	\$ 15.50	\$ 25,187.50			
27	B	Crack Sealing	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
28	B	Pavement Repair Excavation Incl. Haul	100	SY	\$ 50.00	\$ 5,000.00	\$ 35.00	\$ 3,500.00	\$ 12.00	\$ 1,200.00	\$ 150.00	\$ 15,000.00			
29	B	HMA For Pavement Repair Cl. 3/8-Inch PG 64H-28	35	TON	\$ 220.00	\$ 7,700.00	\$ 250.00	\$ 8,750.00	\$ 200.00	\$ 7,000.00	\$ 235.00	\$ 8,225.00			
30	B	HMA For Preleveling Cl. 3/8-Inch PG 64H-28	80	TON	\$ 150.00	\$ 12,000.00	\$ 150.00	\$ 12,000.00	\$ 165.00	\$ 13,200.00	\$ 140.00	\$ 11,200.00			
31	B	HMA Cl. 3/8-Inch PG 64H-28	450	TON	\$ 120.00	\$ 54,000.00	\$ 120.00	\$ 54,000.00	\$ 130.00	\$ 58,500.00	\$ 110.00	\$ 49,500.00			
32	B	Manhole 48 In. Diam. Type 1	7	EA	\$ 4,500.00	\$ 31,500.00	\$ 3,200.00	\$ 22,400.00	\$ 6,200.00	\$ 43,400.00	\$ 10,500.00	\$ 73,500.00			
33	B	Drop Structure	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 8,000.00	\$ 16,000.00			
34	B	Shoring or Extra Excavation	1,975	LF	\$ 2.00	\$ 3,950.00	\$ 1.00	\$ 1,975.00	\$ 5.00	\$ 9,875.00	\$ 2.00	\$ 3,950.00			
35	B	Select Backfill, as Directed	1,500	CY	\$ 50.00	\$ 75,000.00	\$ 50.00	\$ 75,000.00	\$ 40.00	\$ 60,000.00	\$ 36.75	\$ 55,125.00			
36	B	Adjust Valve Box	7	EA	\$ 800.00	\$ 5,600.00	\$ 800.00	\$ 5,600.00	\$ 750.00	\$ 5,250.00	\$ 675.00	\$ 4,725.00			
37	B	PVC Sanitary Sewer Pipe 12 In. Diam.	1,975	LF	\$ 100.00	\$ 197,500.00	\$ 115.00	\$ 227,125.00	\$ 135.00	\$ 266,625.00	\$ 120.00	\$ 237,000.00			
38	B	Inlet Protection	17	EA	\$ 125.00	\$ 2,125.00	\$ 100.00	\$ 1,700.00	\$ 110.00	\$ 1,870.00	\$ 75.00	\$ 1,275.00			
39	B	Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,750.00	\$ 8,750.00	\$ 5,650.00	\$ 5,650.00			
40	B	Control Density Fill	25	CY	\$ 250.00	\$ 6,250.00	\$ 300.00	\$ 7,500.00	\$ 250.00	\$ 6,250.00	\$ 250.00	\$ 6,250.00			
Schedule A Bid Subtotal						\$ 322,235.00		\$ 380,714.00		\$ 364,390.00		\$ 447,475.00			
Schedule B Bid Subtotal						\$ 532,500.00		\$ 554,362.50		\$ 626,870.00		\$ 639,007.50			
8.3% Sales Tax - Schedule B						\$ 44,197.50		\$ 46,012.09		\$ 52,030.21		\$ 53,037.62			
SCHEDULE B - TOTAL						\$ 576,697.50		\$ 600,374.59		\$ 678,900.21		\$ 692,045.12			
BID TOTAL						\$ 898,932.50		\$ 981,088.59		\$ 1,043,290.21		\$ 1,139,520.12			

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this 11th day of July, 2023, by and between the City of Selah, hereinafter called the OWNER, and Selland Construction, Inc., 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 \$ 981,088.59, for FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS, TIB Project No. 3-E-182(007)-1, HLA Project Nos. 23034 & 23043, 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 fifty-five (55) 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: Sherry Raymond

Name: Sherry Raymond

Title: Mayor

(SEAL)

ATTEST:



Dale Novobielski

Name: Dale Novobielski

Title: Clerk/Treasurer

CONTRACTOR:

Selland Construction, Inc.
(CONTRACTOR NAME)

By: Mike Kummer
AUTHORIZED OFFICIAL'S SIGNATURE

Name: MIKE KUMMER, G.M.
(Please Print or Type)

Address: Selland Construction, Inc.
PO Box 119
Wenatchee, WA 98807

Phone: 509-662-7119

Email: Mike@sellandconstruction.com

(SEAL)

ATTEST:



Bradley F. Selland

Name: Bradley F. Selland, Pres
(Please Print or Type)

CERTIFICATIONS

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

Provide the following:

James Flowers

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Phone: 509-881-0339

Email: jamesf@sellandconstruction.com

Dan Carter

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: 509-834-1060

Email: danc@sellandconstruction.com

Lee Stocker

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: 509-421-4543

Email: lees@sellandconstruction.com

Baer Testing

Name of Certified Testing Laboratory for material testing

Phone: 509-469-3068

Email: general@baertesting.com

CONTRACT BOND

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____ Selland Construction, Inc. _____,

as principal, and _____ Travelers Casualty and Surety Company of America _____,

a corporation organized and existing under the laws of the State of _____, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Selah in the penal sum of \$ 981,088.59 for the payment of which sum we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Selah.

Dated at Bethel, Washington, this 11th day of July, 2023.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Selah, on July 11th, 2023, the Mayor of said City of Selah, has let or is about to let to the said Selland Construction, Inc., the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project Nos. 23034 & 23043, and providing for the construction of FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS which Contract is referred to herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Selland Construction, Inc. shall faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, sub-contractors and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Selah harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Selah then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

SURETY: Travelers Casualty and Surety Company of America

CONTRACTOR:

By: 
(Attorney-in-fact)

Selland Construction, Inc.
CONTRACTOR NAME

Name: Jim W. Doyle, Attorney-in-Fact
(Please Print or Type)

By: 
AUTHORIZED OFFICIAL'S SIGNATURE

Agent: Hub International Northwest, LLC

Name: Paul F. Scarno, Pres
(Please Print or Type)

Address: PO Box 3018

Bothell, WA 98041-3018

Surety Representative Name:

Jim W Doyle

Surety Representative Phone:

(425) 489-4500

Surety Representative Email:

jim.doyle@hubinternational.com





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Julie M. Glover, S.M. Scott, Michael A. Murphy, Jim W. Doyle, Andy D. Prill, Jim S. Kuich, Chad M. Epple, Steve Wagner, Theresa A. Lamb, Patti White, Sarah H. Behrens, Danielle Enriquez, and Maxwell Martin, of Bothell, Washington,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of July 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SCHEDULE OF WORKING HOURS

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from 7:00 a.m. to 5:30 p.m., four days per week. It is understood that normal straight time working hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the reimbursement provisions of Section 1-08.0(2) Hours of Work and Section 1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees.

Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.

I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.

Selland Construction, Inc.

Contractor



Signature

7/11/23

Date



SELLCON-01

MJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED SELLAND CONSTRUCTION, INC. P.O. Box 119 Wenatchee, WA 98807	INSURER A : The Continental Insurance Company NAIC # 35289	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ND, WA, & WY Stop Ga GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	7018457757	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP EMPLOY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7018457760	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	7036849152	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7018457757	3/31/2023	3/31/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HLA Job #23034 &23043 Fremont Ave Sanitary Sewer and Resurfacing Improvements
TIB Project No. 3-E-182(007)-1.
 City of Selah and its officers, elected officials, employees, agents, and volunteers and HLA Engineering and Land Surveying, Inc. are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER City of Selah c/o HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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