

RESOLUTION NO. 3255

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SEVEN-PAGE
CONTRACT WITH EADON PRAIRIE CONSTRUCTION, LLC, FOR THE CITY'S
HILLCREST WATER MAIN REPLACEMENT PROJECT

WHEREAS, the City desires to replace water mains beneath and around Hillcrest Drive, and to also undertake related tasks and actions, which work would be collectively referred to as the Hillcrest Water Main Replacement Project (Project); and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. (HLA) – solicited competitive sealed bids from interested contractors for this Project, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Eadon Prairie Construction, LLC, of Winlock, Washington; and

WHEREAS, the City desires to award this project to Eadon Prairie Construction, and to enter into a construction contract for the overall total cost of \$2,117,806.50; and

WHEREAS, a proposed 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

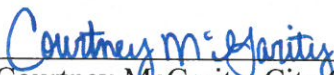
WHEREAS, the City Council finds that good cause exists;

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 Eadon Prairie Construction in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding this Project 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 lesser 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.

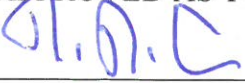
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of November, 2025.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this _____ day of _____, 2025, by and between the City of Selah, hereinafter called the OWNER, and _____, 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 \$ _____, for HILLCREST WATER MAIN REPLACEMENT, PWB Funding No. PC25-96103-037, HLA Project No. 24185, 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 ninety (90) 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: _____

Name: Roger Bell

Title: Mayor

ATTEST:

Name: Courtney McGarity

Title: City Clerk

CONTRACTOR:

(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Email: _____

Name: _____
(Please Print or Type)



Authorized Signatures

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, bonds and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

NOTE: Signature must appear next to name

Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
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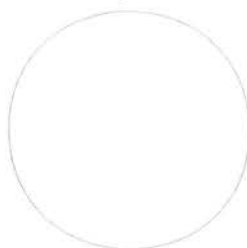
The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

Name of Firm - Be Exact

Sworn to before me this _____

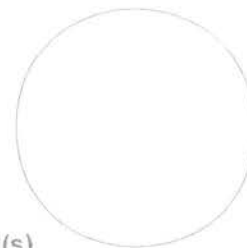
day of _____, _____

Notary Public



Notary Seal

Authorized Signature(s)



Corporate Seal(s)

CERTIFICATIONS

CITY OF SELAH
HILLCREST WATER MAIN REPLACEMENT
PWB FUNDING NO. PC25-96103-037
HLA PROJECT NO. 24185

Provide the following:

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

Phone: _____

Email: _____

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

Phone: _____

Email: _____

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

Phone: _____

Email: _____

Name of Certified Testing Laboratory for Material Testing

Phone: _____

Email: _____

CONTRACT BOND

CITY OF SELAH
HILLCREST WATER MAIN REPLACEMENT
PWB FUNDING NO. PC25-96103-037
HLA PROJECT NO. 24185

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____,

as principal, and _____,

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 \$ _____ 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 _____, Washington, this _____ day of _____, 2025.

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

WHEREAS, under and pursuant to action of the City of Selah, on _____, 2025, the Mayor of said City of Selah, has let or is about to let to the said _____,

the above bounden Principal, a certain Contract, the said Contract being numbered PWB Funding No. PC25-96103-037, HLA Project No. 24185, and providing for the construction of HILLCREST WATER MAIN REPLACEMENT 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 _____ 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, subcontractors 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
HILLCREST WATER MAIN REPLACEMENT
PWB FUNDING NO. PC25-96103-037
HLA PROJECT NO. 24185

SURETY: _____

By: _____
(Attorney-in-fact)

Name: _____
(Please Print or Type)

Agent: _____

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

CONTRACTOR:

CONTRACTOR NAME

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Name: _____
(Please Print or Type)

SCHEDULE OF WORKING HOURS

CITY OF SELAH
HILLCREST WATER MAIN REPLACEMENT
PWB FUNDING NO. PC25-96103-037
HLA PROJECT NO. 24185

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from _____ a.m. to _____ p.m., _____ 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.

Contractor

Signature

Date