

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Transportation Division / Preservation

DATE: April 26th, 2017

REQUESTED ACTION: Sign and date four (4) attached contracts for the 2017 Joint City-County Road Preservation Project (Work Order: 011206).

Consent
 Hearing
 County Manager

PUBLIC WORKS GOALS:

- Provide safe, efficient transportation systems
- Support a vibrant system of parks and natural areas while preserving the environment
- Continue responsible stewardship of public funds
- Increase partnerships and foster an engaged, informed community
- Empower a skilled, responsive work force
- Make Public Works a great place to work

BACKGROUND

On March 17, 2017, the County Manager awarded the 2017 Joint City-County Road Preservation contract to Intermountain Slurry Seal, Inc. for the bid amount of \$1,655,144.56. Public Works has received four (4) contracts that have been approved as to form by the Prosecuting Attorney's Office and signed by the contractor for the County Manager to execute.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

All impacted households receive a letter and brochure describing the project a few months prior to the start of construction. Additionally, households will receive notice from the contractor in the form of door hangers, seven days and twenty-four to forty-eight hours in advance of the work on their street. Three roadways will have portable changeable message signs notifying the public of traffic delays. The signs will be placed on these roads for three days prior to work beginning and during construction.

BUDGET IMPLICATIONS

YES	NO	
✓		Action falls within existing budget capacity.
	✓	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	✓	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

PW 17-059

BUDGET DETAILS

Local Fund Dollar Amount	\$1,835,244.56
Grant Fund Dollar Amount	N/A
Account	Road Fund
Company Name	Intermountain Slurry Seal, Inc.

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Attachments: (4) contracts (1) contract bond

REVIEWED BY: 
David Dolan
Construction Section Supervisor


Tom Grange
Engineering & Construction Div. Manager


Heath H. Henderson, PE
Public Works Director / County Engineer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, County Manager

DATE: 5/5/17

Please return signed documents to Construction Management Office Assistant

1 **1-10.4 Contract**

2
3 **CONTRACT**
4
5

6 THIS AGREEMENT, made and entered into on the day and year last below written,
7 between CLARK COUNTY, STATE OF WASHINGTON, acting under and by virtue of Title 36,
8 RCW, as amended, and Intermountain Slurry Seal, Inc. hereinafter called the Contractor.

9 **WITNESSETH:**

10 That in consideration of the terms and conditions contained herein and attached and
11 made a part of this Agreement, the parties hereto covenant and agree as follows:

12 I. The Contractor shall do all work and furnish all tools, materials, and equipment for
13 2017 Joint City-County Road Preservation Work Order # 011206 in accordance with the
14 Contractor's PROPOSAL which shows a total amount of ONE MILLION SIX HUNDRED FIFTY
15 FIVE THOUSAND ONE HUNDRED FORTY FIVE AND 00/100 Dollars (\$1,655,145.00), low
16 bid, and in accordance with and as described in the attached Plans and Specifications, the
17 Standard Specifications of the Washington State Department of Transportation, and in full
18 compliance with the terms, conditions, and stipulations herein set forth and attached, which are
19 by this reference incorporated herein and made a part hereof as fully for all purposes, and shall
20 perform any alterations in, or additions to, the work covered by this contract and every part
21 thereof, and any change order work which may be ordered as provided in this contract and
22 every part thereof.

23 The Contractor shall provide and bear the expense of all equipment, work and labor, of
24 any sort whatsoever that may be required for the transfer of materials and for constructing and
25 completing the work provided for in these contract documents, except such as are mentioned in
26 the specifications to be furnished by Clark County.

27 II. Clark County hereby promises and agrees with the Contractor to employ, and
28 does employ the Contractor, to provide the materials and to do and cause to be done the above
29 described work and to complete and finish the same according to the attached Plans and
30 Specifications and the terms and conditions herein contained, and hereby contracts to pay for
31 the same according to the attached Specifications and the schedule of unit or itemized prices
32 hereto attached, at the time and in the manner and upon the conditions provided for in this
33 contract. Clark County further agrees to pay for any alterations in or additions to the work

1 provided for in this contract that may be ordered under the terms of this contract and the
2 attached Plans and Specifications.

3 III. The Contractor for himself, and for his heirs, executors, administrators,
4 successors, and assigns, does hereby agree to the full performance of all the covenants herein
5 contained upon the part of the Contractor.

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

8 IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and
9 year first below written, and the Board of County Councilors of Clark County have caused this
10 instrument to be executed by and in the name of the said Board the day and year first above
11 written.

12 EXECUTED by the Contractor:

INTERMOUNTAIN SLURRY SEAL, INC.

13 By: *Kathleen Schreckengost*

14 Kathleen Schreckengost, Vice President

15 April 21, 2017

16 Contractor

17 THE ABOVE AGREEMENT MADE AND ENTERED INTO THIS 5th DAY OF May 2017.

18 ATTEST:

19 BOARD OF COUNTY COUNCILORS
20 FOR CLARK COUNTY, WASHINGTON

21 CLERK TO THE BOARD

22 *Mandy McChesney*
23 County Manager

24 APPROVED AS TO FORM ONLY:

25 ANTHONY F. GOLIK
26 PROSECUTING ATTORNEY

27 BY (Approval On File)

28 CHRISTOPHER HORNE
29 CHIEF CIVIL DEPUTY PROSECUTING ATTORNEY
30
31

