

# TOWN OF EATONVILLE

## Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>July 13, 2015</u>
Subject:	<u>Resolution No. 2015-R Approving a</u>	Prepared by:	<u>Greg Jacoby</u>
	<u>Small Works Construction Contract</u>		<u>Town Attorney</u>
	<u>with Looker Asphalt, Inc. for Paving</u>	Atty Routing No:	<u>027-15</u>
	<u>Services</u>	Atty Review Date:	<u>July 7, 2015</u>

**Summary:** Following sewer repairs that were made in Jet Court, the Town needs to re-pave approximately 4,510 square feet of public right of way. The town solicited quotes from three contractors. Looker Asphalt, Inc. was the sole bidder to respond with a quote of \$27,560 plus sales tax. Approval of this contract will allow the re-paving work to be completed during the current construction season.

**Recommendation:** Staff recommends adoption of Resolution No. 2015-R approving a small works construction contract with Looker Asphalt, Inc. for paving services in the amount of \$27,560 plus sales tax.

**Motion for consideration:** I move to adopt Resolution No. 2015-R approving a small works construction contract with Looker Asphalt, Inc. for paving services in the amount of \$27,560 plus sales tax.

**Fiscal Impact:** None. The cost of the sewer repair work and this repaving contract are within the amount approved in the 2015 budget.

**Attachments:** Resolution No. 2015-R  
Small Works Construction Contract with Looker Asphalt, Inc.

**RESOLUTION NO. 2015 - R**

**A RESOLUTION OF THE TOWN OF EATONVILLE,  
WASHINGTON, APPROVING A SMALL WORKS  
CONSTRUCTION CONTRACT WITH LOOKER ASPHALT, INC.  
FOR PAVING SERVICES**

**WHEREAS**, the Town has completed sewer repairs in Jet Court and now needs to re-pave a portion of the public right of way consisting of approximately 4,510 square feet; and

**WHEREAS**, the Town solicited quotes from three paving contractors and received one quote from Looker Asphalt, Inc. in the amount of \$27,560 plus sales tax; and

**WHEREAS**, Looker Asphalt, Inc. is the lowest responsible bidder and the bid amount is within the 2015 budget that the Town Council approved for sewer repairs; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,  
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The small works construction contract between Looker Asphalt, Inc. and the Town of Eatonville for paving services in the amount of \$27,560 plus sales tax is hereby approved and the Mayor is authorized to sign the same. A copy of the contract is attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this \_\_\_\_\_ day of July 2015.

\_\_\_\_\_  
Mike Schaub, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Linnemeyer, Town Clerk

Exhibit "A"

**TOWN OF EATONVILLE SMALL WORKS  
CONSTRUCTION CONTRACT**

THIS Agreement is made effective as of the 15 day of June, 2015, by and between

TOWN OF EATONVILLE, WASHINGTON ("TOWN")  
201 Center Street West  
PO Box 309  
Eatonville, Washington 98328  
Contact: Town Administrator Doug Beagle  
Phone: 360.832.3361 Ext. 105  
Fax: 360.832.3977

and

LOOKER ASPHALT, Inc. ("CONTRACTOR")  
6608 35<sup>th</sup> Avenue Court East  
Tacoma, WA 98443

Contact: Ky Looker                      Phone: 253-538-5055                      Fax: 253-538-5186

Tax Id No.: 26-11246210

for the following Project:

Re-paving Jet Court (approximately 4,510 square feet) in Eatonville, WA.  
("PROJECT")

The Town and Contractor agree as follows:

1. **Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the "Contract Documents":
  - a. This Agreement signed by the Town and Contractor;
  - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2000 edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
  - c. The attached Special Provisions, Plans and Specifications;
  - d. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
  - e. Public Works Terms and Conditions;

- f. Insurance and Bonding Requirements; and
- g. The Quote Sheet submitted by the Contractor and dated May 6, 2015, except when inconsistent with the Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

2. **Date of Commencement and Substantial Completion Date.** The date of commencement shall be \_\_\_\_\_ 2015. The Contractor shall substantially complete the Work not later than \_\_\_\_\_ 2015, subject to adjustment by change order.
3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above described Construction Contract Documents. 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 of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the Town.
4. Subject to additions and deductions by change order, the construction Contract Sum is the base bid amount of **\$27,560.00** plus applicable sales tax. The construction contract sum shall include all items and services necessary for the proper execution and completion of the work. The Town 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 work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this contract.
5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and the amounts set forth in the Construction Contract Documents.
6. The Contractor agrees to repair and replace all property of the Town and all property of others damaged by himself, his employees, and sub-contractors.
7. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.
8. It is further provided that no liability shall attach to the Town by reason of entering into this Construction Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.

TOWN OF EATONVILLE

CONTRACTOR

\_\_\_\_\_  
Mike Schaub, Mayor

\_\_\_\_\_  
By: Ky Looker  
Its: Manager

ATTEST:

\_\_\_\_\_  
Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory A. Jacoby, Town Attorney

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Dan Looker (Corporate Officer (Not Contract Signer)) certify that I am the President (Corporate Title) of the corporation named as Contractor in the Agreement attached hereto; that Dan Looker (Contract Signer) who signed said Agreement on behalf of the Contractor, was then Manager (Corporate Title) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

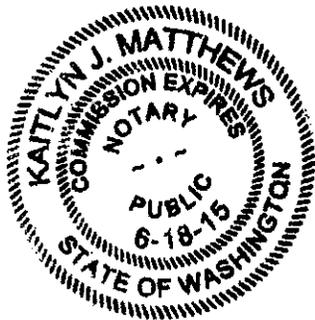
Corporate Seal

[Signature]  
Corp. officer signature (not contract signer)  
Dan Looker  
Printed  
President  
Title

State of WA )  
County of Pierce )

Dan Looker, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is President (Corporate Title) of Looker Asphalt, Inc. (Name of Corporation)

Subscribed and sworn to before me this 15 day of June, 2015



Kaitlyn J Matthews  
Notary Public (Signature)

Kaitlyn Matthews  
Notary Public (Print)  
My commission expires 6-18-15



# CERTIFICATE OF LIABILITY INSURANCE

LOOK-02 OP ID: LB

DATE (MM/DD/YYYY)

06/16/15

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 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).

<b>PRODUCER</b> Lovsted-Worthington LLC 200 First Ave West Ste 500 Seattle, WA 98119 Wendy Pyle	206-285-7735 206-285-3461	<b>CONTACT NAME:</b> Laura Buscio <b>PHONE (A/C, No, Ext):</b> 206-838-1015 <b>FAX (A/C, No):</b> 206-285-3461 <b>E-MAIL ADDRESS:</b> laura@lovstedworthington.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Looker Asphalt, Inc. Dan Looker 6608 35th Ave Ct. E. Tacoma, WA 98443	<b>INSURER A:</b> Ohio Security Ins Co <span style="float: right;">24082</span>	
	<b>INSURER B:</b> Ohio Casualty Ins. Co. <span style="float: right;">24074</span>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	BKS55041452	03/18/15	03/18/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS55041452	03/18/15	03/18/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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 \$ 0				USO55041452	03/18/15	03/18/16
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BKS55041452 WA STOP GAP	03/18/15	03/18/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

Town of Eatonville is an additional insured per the attached CG8810.

**CERTIFICATE HOLDER****CANCELLATION**

<b>TOWN</b>  Town of Eatonville 201 Center St W PO Box 309 Eatonville, WA 98328	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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