

RESOLUTION NO. 2562

A RESOLUTION authorizing Change Order No. 1 and accepting the pavement repairs at various locations on Second Street.

WHEREAS, pursuant to Resolution No. 2545 on April 2, 2020 the Town of Friday Harbor contracted with Richard Lawson Construction for pavement repairs at various locations on Second Street ("the Project") in anticipation of chipseal overlay improvements from Spring Street to Guard Street; and

WHEREAS, pursuant to this Resolution, final invoicing in the form of Change Order No. 1 has been submitted to reconcile labor and materials for the Project; and

WHEREAS, the Project was completed and inspected in compliance with its contract; and

WHEREAS, the Project Engineer recommends acceptance of the project;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor as follows:

1. Change Order No. 1 in the amount of \$750.00 is hereby authorized;
2. The Project is hereby accepted; and
3. Unencumbered retainage shall be released to the Contractor.

ADOPTED this 21st day of May 2020.

TOWN OF FRIDAY HARBOR

Farhad Ghatan, Mayor

SEAL of the
Town of Friday Harbor
ATTEST:

Amy E. Taylor, Town Clerk

BASE CONTRACT AMOUNT: \$115,930.00
 PRIOR CHANGE ORDER #_ THRU #_ \$0.00
 CONTRACT PRICE PRIOR TO THIS CHANGE ORDEF \$115,930.00
 THIS CHANGE ORDER #1: \$750.00
 NEW CONTRACT AMOUNT: \$116,680.00

CHANGE ORDER NO.: 1
 DATE: 5/15/2020
 \$ 5,337.00 ADDITION
 \$ 4,587.00 DEDUCTION

Supplemental to:
 CONTRACT: 2nd Street Chip Seal Repair Project
 OWNER: Town of Friday Harbor
 CONTRACTOR: Richard Lawson Construction, Inc.

Contract change items:	NET ADDITION	NET DEDUCTION	DAYS EXT.
Zip Grind -48 Units @ \$15/Unit		\$720.00	
Backfill Microtrench to Subgrade +6 Units@\$300/Unit	\$1,800.00		
Place and Compact HMA (Zip Grinds) +12.6 Units@245/Unit	\$3,087.00		
Sawcut Digouts -323 Units@\$7/Unit		\$2,261.00	
Remove and Wastehaul HMA +10 Units@\$45/Unit	\$450.00		
Crack Seal -413 Units@\$2/Unit		\$826.00	
Place and Broom Sand on HMA -12 Units@\$65/Unit		\$780.00	
NET TOTAL	\$5,337.00	\$4,587.00	0

We hereby agree to make the above change subject to the terms of this order for the sum of: \$750.00
 CHANGE AMOUNT IN WRITING DOLLARS ADDITION X DEDUCTION

RECOMMENDED Construction Mgr:	APPROVED by Owner:	ACCEPTED for Contractor:
Date:	Date:	Date:

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



**2nd Street Chip Seal Repair Project
Town of Friday Harbor
Richard Lawson Construction**

Original Contract Amount Before Taxes	\$	115,930.00
Adjustment for Changes in Quantity of Unit Price Items	\$	-
Adjusted Base Contract Amount	\$	115,930.00
Washington State Sales Tax on base bid amount	\$	9,622.19
Adjusted Base Contract Amount After Taxes	\$	125,552.19
Before Tax Value of Contract Change Orders To Date (from CCO forms)	\$	750.00
Approved CPR's and Daily Extra Work (since latest CCO)	\$	-
Total of Changes Before Taxes	\$	750.00
Washington State Sales Tax on Changes	\$	62.25
Total of Changes After Taxes	\$	812.25
Total Contract to Date Before Taxes (Before Tax Base Bid Plus Before Tax Changes)	\$	116,680.00
Total Contract to Date After Taxes (After Tax Base Bid Plus After Tax Changes)	\$	126,364.44
Base Bid Work This Period	\$	116,680.00
CPR's and Daily Extra Work Billed This Period (See Note 2)	\$	-
Subtotal - Total Work This Period	\$	116,680.00
Plus Sales Tax This Period	\$	9,684.44
Less Retainage This Period (See Note 1)	\$	5,834.00
Current Amount Due (Work this period plus sales tax this period less retainage this period)	\$	120,530.44
Total Work to Date (Total work to date from prior certificate plus total work this period)	\$	116,680.00
Sales Tax on Total Work to Date	\$	9,684.44
Total To Date With Sales Tax	\$	126,364.44
Less: Total Retainage to Date (See Note 1)	\$	5,834.00
Total Earned to Date (Total to Date with Sales Tax, less Total Retainage to Date)	\$	120,530.44
Less: Previous Billings	\$	-
Current Amount Due (Total Earned to Date less value of T&M + Tax pending change order approval)	\$	120,530.44
Balance to Finish Plus Retainage	\$	5,834.00

ENGINEER'S CERTIFICATE FOR PAYMENT - PAY REQUEST: #

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In accordance with the contract documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents (except as noted), and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

NOTES:

AMOUNT CERTIFIED THIS PERIOD:

To Contractor:	\$	120,530.44
To Retainage Account:	\$	5,834.00

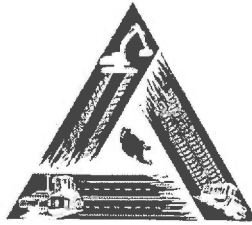
ENGINEER:

By:

Wayne R. Haefele, P.E. -



CONSTRUCTION INC
1165 West Valley Rd
Friday Harbor, WA 98250



Invoice

Date	Invoice #
5/6/2020	RLC-5756
Call us at (360)378-4313	

Bill To:

Town of Friday Harbor
P.O. Box 219
Friday Harbor, WA 98250

Due Date	Job Name
6/5/2020	We Appreciate your Business!

Item	Quantity	Description	Unit Price	Amount
		Second Street Asphalt Patches 4/27 - 5/6/20		
Mobilization	1	Mobilization of Equipment	4,500.00	4,500.00T
Traffic Control	1	Temporary traffic control	15,000.00	15,000.00T
Saw Cut	600	Zip Grind 1/ 1/2 inches deep	15.00	9,000.00T
Ditch/lf	786	Trench 14" for conduit	18.00	14,148.00T
Labor	1	Install HDPE Conduit	750.00	750.00T
CDF	17	Backfill Microtrench to subgrade	300.00	5,100.00T
Labor	1	Install Pull Box	400.00	400.00T
Asphalt Seal	2.8	Tack Bottom of Grinds	225.00	630.00T
Asphalt/in place	39.6	Place & Compact HMA Zip Grinds	245.00	9,702.00T
Saw Cut	950	Saw Cut Dig-Outs	7.00	6,650.00T
Haul out - Non Burn	70	Remove and Haul Exist HMA	45.00	3,150.00T
5/8 minus	710	Prep and recompact Exist Subgrade	15.00	10,650.00T
Asphalt/in place	120	Place & Compact HMA	245.00	29,400.00T
Crack Seal	3,800	Crack Seal	2.00	7,600.00T

We Now accept Visa and Mastercard!

There will be a 3% processing fee on any charge over \$2000

A finance charge in the amount of 1-1/2% per month will be added to all outstanding amounts over 30 days old. Please make checks payable to Richard Lawson Construction Inc, and include your invoice No.

Subtotal	\$116,680.00
Sales Tax (8.3%)	\$9,684.44
Total	\$126,364.44
Balance Due	\$126,364.44

Thank You



TOWN OF FRIDAY HARBOR
Post Office Box 219 • Friday Harbor, Washington 98250
(360) 378 – 2810 • FAX: (360) 378 – 5339 • www.fridayharbor.org

May 15, 2020

Mr Duncan Wilson
Town Administrator
Town of Friday Harbor
PO Box 219
Friday Harbor, WA 98250

RE: 2nd Street Chip Seal Repair Project – Completion and Acceptance

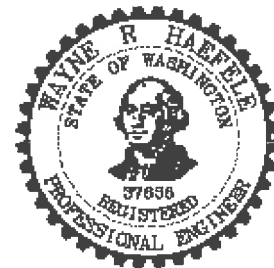
Dear Mr. Wilson:

As engineer of record and construction manager for the above project I certify that Richard Lawson Construction has completed the project in accordance with the contract documents and recommend acceptance by the Town.

Upon acceptance of the Project by Council the Finance Department may issue Notice of Completion to the State for the project. Retainage may be released in accordance with the attached checklist.

Sincerely,

Wayne R. Haefele, PE
Public Works Director



EXPIRES 11-08-21

The retainage should be released to the Contractor immediately upon the Contractor satisfying the following items:

1. Thirty (30) days have elapsed since the date of project acceptance by the Town of Friday Harbor.
2. The Town receives the Washington State Department of Revenue's Certificate of Payment of State Excise Taxes by Public Works Contractor (RCW 60.28.)
3. The Town receives all Washington State Department of Labor & Industries Affidavit of Wages Paid on Public Works Contract from the prime Contractor and each of his subcontractors.
4. The Town receives a letter certifying that the Contractor has made his payroll report and paid premiums due to the accident and medical aids funds of the Washington Department of Labor & Industries, covering said construction for both the prime and his subcontractors (RCW 51.12.050) and RCW 510120070).
5. There are no claims or liens filed for labor and materials furnished on this contract.
6. The Contractor furnishes to the Town, a notarized statement signed by the Contractor stating that all labor, materials and all other costs for the project have been paid in full.
7. One year warranty on workmanship
8. The Town receives a letter from the Washington State Department of Labor and Industries giving approval to release retainage.