

RESOLUTION NO. R-2713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING CHANGE ORDER NO. 2 AND SUPPLEMENT THERETO, TO CONSTRUCTION CONTRACT BETWEEN HOS BROTHERS BULLDOZING, INC., AND THE CITY OF KIRKLAND, CONCERNING LOCAL IMPROVEMENT DISTRICT NO. 116.

WHEREAS, certain clarifications and changes are necessary to the Contract between Hos Brothers Bulldozing, Inc., and the City of Kirkland concerning L.I.D. 116; and

WHEREAS, said clarifications and changes were made necessary due to certain unknown circumstances found on the job; and

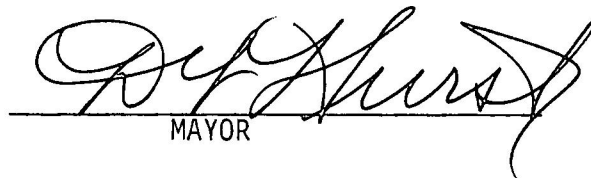
WHEREAS, representatives of the City of Kirkland and Hos Brothers Bulldozing, Inc., have agreed upon the most efficient and expeditious course of action consistent of the work product to be received and the expected cost to be paid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland that:

1. "L.I.D. 116 Change Order No. 2 and project clarification" (dated October 15, 1979), a copy of which is attached hereto, is hereby approved.

2. "Supplement to Change Order No. 2" (dated March 31, 1980), a copy of which is attached hereto, is hereby approved as to form and substance and the appropriate City official is directed to execute same on behalf of the City of Kirkland.

PASSED by the City Council and approved by the Mayor of the City of Kirkland, Washington, at regular open public meeting thereof, this 7th day of April, 1980.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

FORM APPROVED:

Hos Brothers Bulldozing, Inc.
18120 N.E. 76th Street
Redmond, WA. 98052

Re: City of Kirkland L.I.D. No. 116
Supplement to Change Order No. 2

Gentlemen:

The following supplement to Change Order No. 2 of the subject contract is hereby authorized:

Description of changes

A change/clarification is made that will allow the roadway to be constructed and utilities provided in a suitable fashion consistent with the Contract, but without the complete removal of all unsuitable material.

Change in Contract

1. Payment is hereby authorized to be made to the Contractor in the amount Thirty-Six Thousand Twenty-Two Dollars (\$36,022.00) to pay for all work performed up to October 15, 1979.
2. The one-year Engineering News Record (ENR) cost-of-living increase is added to the unit prices within the original Contract, as a basis for costs for completing the project.
3. Hogged fuel shall be brought in to mix with the peat to provide a road base, with work to be performed on a force account plus overhead and fifteen percent (15%) profit.
4. The item concerning asphaltic concrete paving is removed from the Contract; and, this work shall be done through the City's annual open-end contract for such work.

Terms of Change order and Supplement

This agreement shall not alter the terms of the Contract, except as specified herein. All work done under Change Order No.

City of Kirkland L.I.D. No. 116
Supplement to Change Order No. 2

Page Two

2 and this Supplement shall be subject to the provisions of
the original Contract as if included therein.

APPROVED:

BY: *Louise H. H. H.*
HOS BROTHERS BULLDOZING, INC.
Title: *Pres.*
Date: *MAR. 31. '80*

APPROVED:

BY: *John Hurst*
CITY OF KIRKLAND
Title: *Mayor*
Date: *3/7/80*

DEPARTMENT OF PROJECT AND CONSTRUCTION MANAGEMENT

M E M O R A N D U M

October 15, 1979

To: Allen Locke, City Manager

From: Art Knutson

Subject: L.I.D. 116 Change Order No. 2, and
Project Clarification

Hos Brothers Bulldozing, low bidder on the above project, has contended from the start of the project that the plans and specs intended to remove all unsuitable material from the area and replace with granular materials.

This procedure was never intended even though the City can see how the contractor reached this opinion. The City's plans were to install utilities in the unsuitable and float a road over the top. This process was used to construct 114th Ave. N.E. just three blocks south of this project, with great success. In fact, Hos Brothers constructed the road used as a model for LID 116.

There has been a delay in excess of a year while the contractor and the City have tried to reach an understanding. During this year a work session was held with the City Council where four options were presented:

- (1) Finish the project as bid.
- (2) Rebid the project.
- (3) Form a new LID and add four additional lots.
- (4) Form new L.I.D. and add four additional lots but reduce the scope of the project.

The City Council elected to do none of the four but requested that the staff continue to work with Hos Brothers to reach an agreement for finishing the project.

An agreement has been reached that includes the following:

- (1) Hos Brothers will float a road as the City intended but this eliminates two bid items where the contractor anticipated profits, the removal and replacement of unsuitable.

Memo to Allen Locke
October 15, 1979
Page 2

(2) The City to pay the following:

- a. \$36,022 for contractor costs to date.
- b. All bid items to be marked up .098 percent for the cost of living increase from August, 1978 to August, 1979 as outlined in the Engineering News Record.
- c. An estimated additional increase in the amount of \$23,355 to cover utility costs from and over the original bid.
- d. Wood chips for stabilization and pit run for a road base to be placed at cost plus.

Generally, the above increases the original bid of say \$58,000 up to an amount that will exceed \$90,000.

Hos Brothers Bulldozing states that the original contract requires Council authority to deviate from the plans and increase the project costs. They are willing to go to work but not unless authorized by Council.

I recommend that the Council authorize the new program as it seems to be the only way to carry out the Council's directive from the work session.

bk

CITY OF



KIRKLAND

210 MAIN STREET • KIRKLAND, WASHINGTON 98033 (206) 822-9271

HAND DELIVERED 10/10/79

Gene Hos
Hos Brothers Bulldozing, Inc.
18120 NE 76th
Redmond, Washington 98052

Re: LID 116

Dear Gene,

This letter is your notice to proceed with the above project. The following are statements of understanding as the results of meeting with you to work out the differences.

1. The utility work is to be completed as soon as possible to get that work out of the way of road construction and to provide an outlet for ground water. Wood chips are to be spread for a working surface over the existing soils to float the equipment and to get the drainage started.
2. The road is to be "floated" over the existing materials and wood chips by using pit run spread uniformly as a base for curb, gutter and road surfacing.
3. The city recommends that the paving be accomplished by using the City's open end paving contractor, Watson Asphalt, and further that three inches of asphalt treated base be laid down over the pit run and to finish grade in lieu of crush rock and Class B asphalt.
4. Catch basins were relocated to miss the existing water line and the plans were to install curb inlets adjacent to the catch basins to allow the curb and gutter to be installed as per plan. The city suggests that the curb and gutter be installed from catch basin to catch basin in the public right-of-way but be brought back to design alignment on the easement portion at the south end of the project. This will save some dollars in curb inlets.
5. You have expressed concern that you didn't want to "lose your shirt" but at the same time you wanted to maintain your good reputation with the City. You suggested some utility work be accomplished by force account instead of the increased price per lineal foot as outlined in your undated bid list that totals \$23,355. The city is not willing to open the project up to force account because the efficiency of your crew is not known but it is hoped that your price per lineal foot is reasonable and if excessive you will grant a credit.

6. Lee Olson will be the City's representative on the job because he is knowledgeable of this type of construction and should be a great help to you in carrying out this assignment.

Sincerely,

Art Knutson

Arthur E. Knutson
Director, Project Management

AEK:am

cc: City Manager
City Attorney
Lee Olson