

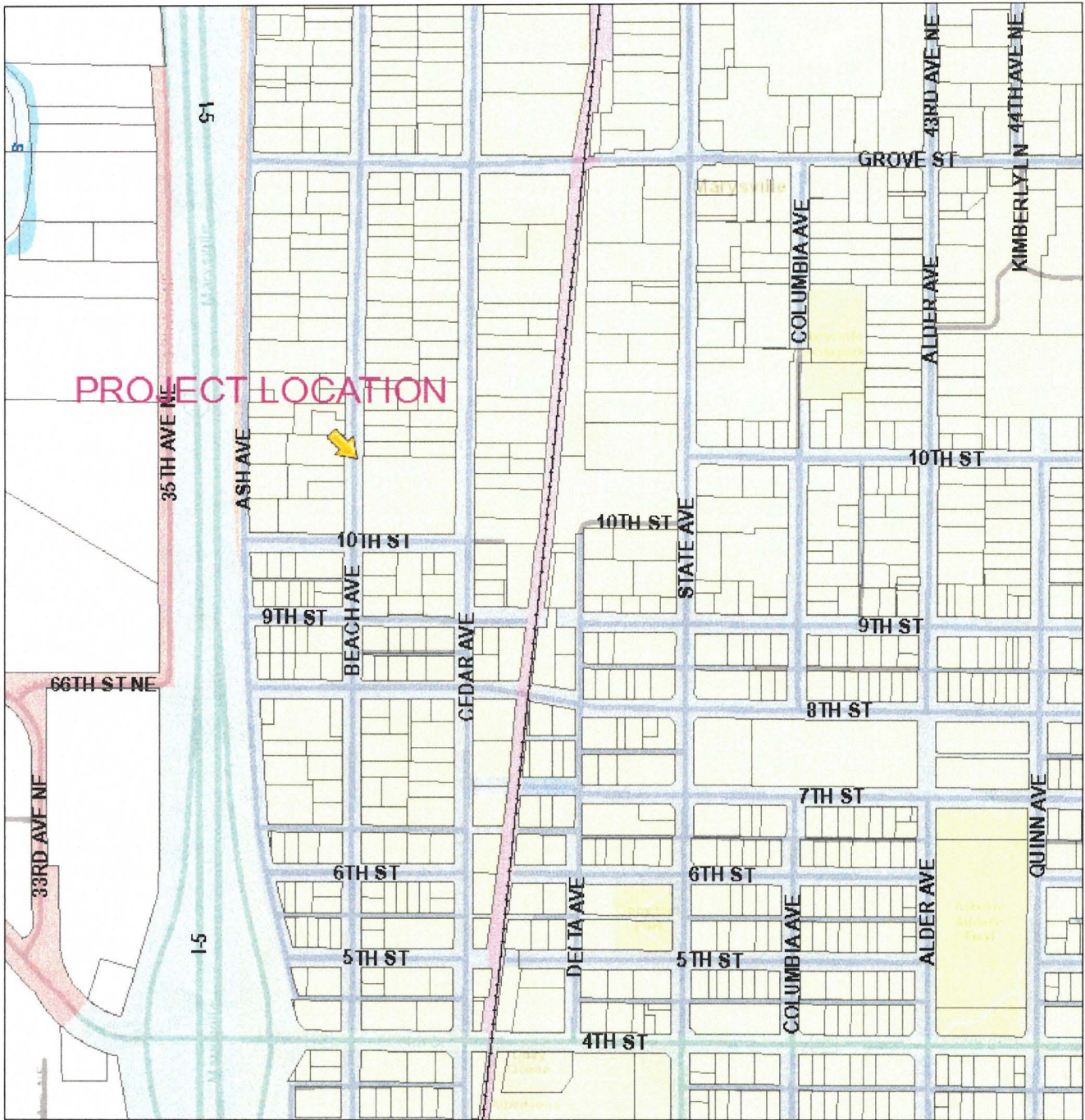
CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 12, 2019

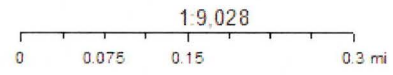
AGENDA ITEM:	
Contract Award – Cedar Field Turf and Lighting Improvement	
PREPARED BY:	DIRECTOR APPROVAL: 
Kyle Woods	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Vicinity Map Certified Bid Tab	
BUDGET CODE:	AMOUNT:
31000076.563000.P2001	\$887,997.02
SUMMARY:	
<p>The work of this contract involves the construction of a synthetic baseball field playing surface and installation of l.e.d. lighting. The estimate for this project was \$712,857.00 This project is funded in part by the Recreation and Conservation Office, as well as Snohomish County and Marysville Little League. The project was advertised for an October 17, 2019 contractor selection. The City received 3 bids. The low bidder was Coast to Coast Turf at \$608,473.10 for the synthetic surfacing. The low bidder was Musco Lighting at \$234,523.92 for the field lighting. References have been checked and found to be satisfactory.</p>	
Total Bid:	\$ 842,997.02
Management Reserve:	\$ 45,000.00
Total Construction:	\$ 887,997.02
Recreation and Conservation Office	\$ 340,928.00
Snohomish County Parks Neighborhood Imp. Fund	\$ 50,000.00
<u>Marysville Little League</u>	<u>\$ 35,000.00</u>
Total Funding:	\$ 425,928.00
Total Cost to City	\$ 462,069.02

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the Cedar Field Turf and Lighting project with Coast to Coast Turf in the amount of \$608,473.10 and Musco Lighting in the amount of \$234,523.92, and approve a management reserve of \$45,000.00 for a total allocation of \$887,997.02.
RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute the Cedar Field Turf and Lighting project with Coast to Coast Turf in the amount of \$608,473.10 and Musco Lighting in the amount of \$234,523.92, and approve a management reserve of \$45,000.00 for a total allocation of \$887,997.02.



City of Marysville

- | | | |
|---------------|---------------------|------------------------------------|
| Points | SNOHOMISH COUNTY | Intermittent stream, not regulated |
| Override 1 | STATE OF WASHINGTON | Piped Stream |
| Parcels | Streams | City limits |
| ROWs | Stream | ARLINGTON |
| MUNICIPALITY | Tributary | EVE RETT |
| PRIVATE | Intermittent stream | LAKE STEVENS |
| RAILROAD | Swale | MARYSVILLE |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.



Cedar Field Turf and Lighting Improvement

31000076.563000.P1702
Certified Bid Tab

10/24/2019

SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Coast to Coast Turf		Field Turf	
					UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
N/A	1	Synthetic Turf Field	1	LS	\$556,700.00	\$556,700.00	\$750,508.66	\$750,508.66

Base Bid	\$556,700.00	\$750,508.66
Sales Tax @ 9.3%	\$51,773.10	\$69,797.31
Total	\$608,473.10	\$820,305.97

SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Musco Lighting	
					UNIT PRICES	TOTAL PRICE
N/A	1	L.E.D. Lighting System	1	LS	\$214,569.00	\$214,569.00

Base Bid	\$214,569.00
Sales Tax @ 9.3%	\$19,954.92
Total	\$234,523.92



24-Oct-19

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Coast to Coast Turf, a Corporation, organized under the laws of the State of Washington, located and doing business at 3303 37th Avenue West, Seattle, WA 98199, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

Cedar Field Turf and Lighting Improvement, 31000076.563000.P2001

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2018 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid
- D. RFP proposal sent on 9/20/2019
- E. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

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, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

II. TIME FOR COMPLETION & LIQUIDATED DAMAGES. Substantial completion shall be achieved within Sixty (60) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated as provided in Section 1-08.9 of the Standard Specifications.

III. COMPENSATION AND METHOD OF PAYMENT. The lump sum/total itemized amount of the Contract is Six Hundred Eight Thousand Four Hundred Seventy Three Dollars and Two Cents (\$608,473.02) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated 10/17/2019. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

IV. ATTORNEY FEES. Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.

V. INDEMNIFICATION. In addition to any other obligations contained in the Contract Documents,

- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not

include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City initials) _____ (Contractor initials)

D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Steve Webb on behalf of the Contractor and by Kyle Woods on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:
Coast to Coast Turf LLC
3303 37th Avenue West
Seattle, WA 98199

City:
City of Marysville
Public Works – Attn: Kyle Woods
80 Columbia Ave
Marysville, WA 98270

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Musco Sports Lighting, an LLC, organized under the laws of the State of Washington, located and doing business at 100 1st Avenue West, Oskaloosa, IA, 52577-0411, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

Cedar Field Turf and Lighting Improvement, 31000076.563000.P2001

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- A. This Contract;
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- D. RFP proposal sent on 9/20/2019
- E. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

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, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Sixty (60) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Two Hundred Thirty Four Thousand Five Hundred Twenty Three and Ninety Two Cents (\$234,523.92) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated 10/17/2019. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not

include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.
_____ (City initials) _____ (Contractor initials)

D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Jim Hansen on behalf of the Contractor and by Kyle Woods on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:
Musco Sports Lighting, LLC
Attn: Jim Hansen
3303 37th Avenue West
Seattle, WA 98199

City:
City of Marysville
Public Works – Attn: Kyle Woods
80 Columbia Ave
Marysville, WA 98270

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____
_____(Name)

Its: _____

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney