


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 13, 2020**

<b>AGENDA ITEM:</b>	
Project Award – Olympic View Park	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Adam Benton, Project Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Certified Bid Tab, Vicinity Map, Public Works Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.5630000, P1801	\$931,933.35
<b>SUMMARY:</b>	

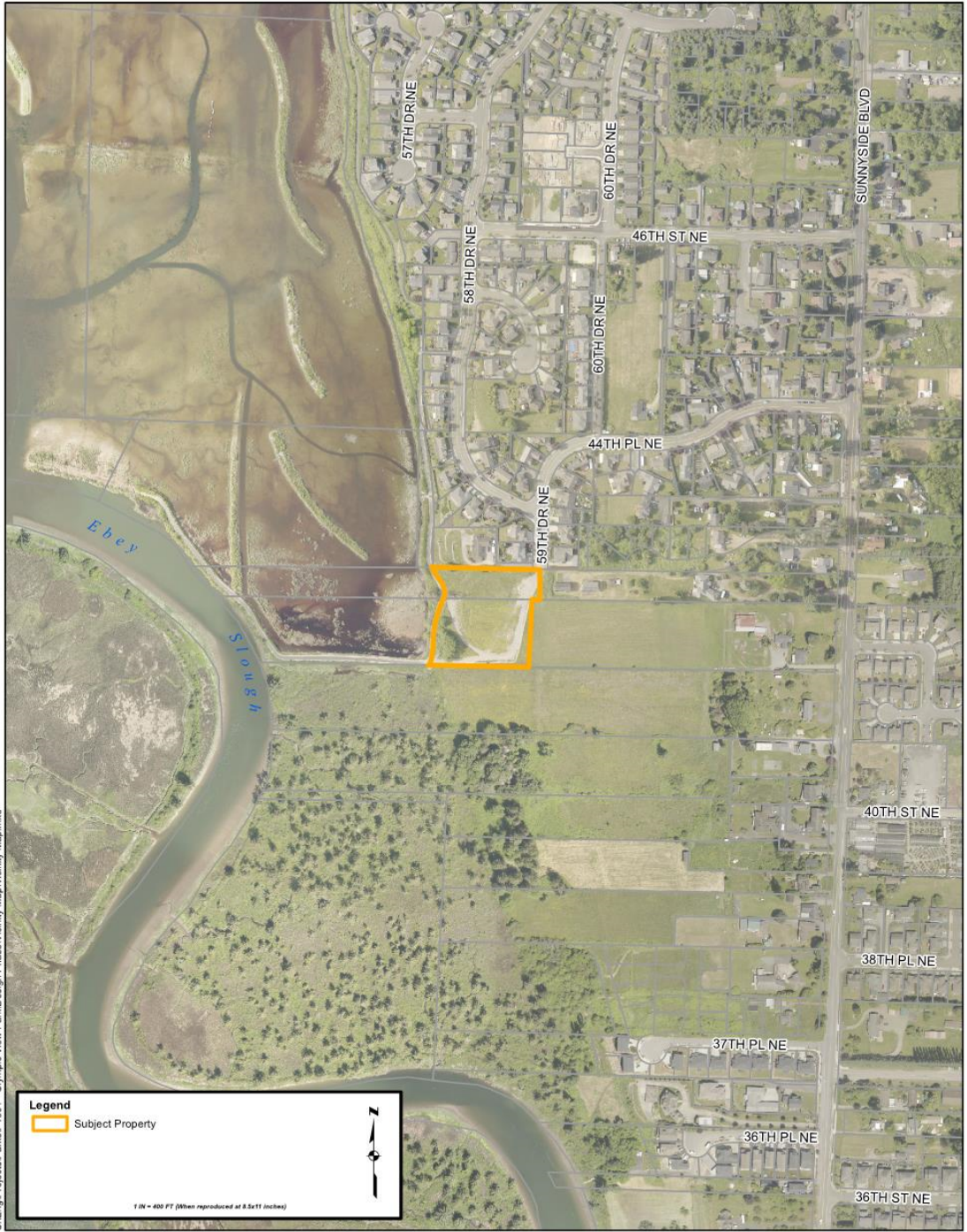
The Olympic View Park project will include the development of approximately three acres of the upland site for parking, a restroom, a small picnic shelter, a play area with embankment slide, landscaping, interpretive signage and ADA access to the Ebey Waterfront Trail and Qwuloolt Estuary. The park requires steep slope protection and erosion control measures and construction of unit block retaining walls. The project includes an asphalt entry drive and sidewalk within the 59<sup>th</sup> Ave right-of-way, an asphalt parking lot with hammerhead turnaround, concrete plazas, stormwater management facilities, utility extensions, trails, sidewalks and other misc. work.

The project is funded in part by Recreation Conservation Office (RCO) WWRP Local Parks grant funding.

The project was advertised for a July 7, 2020 bid opening. The City received nine bids as shown on the attached bid tabulation. The low bidder was Matia Contractors, Inc. at \$847,212.14. The engineer’s estimate is \$928,000.00. References have been checked and found to be satisfactory.

Contract Bid (includes sales tax):	\$847,212.14
<u>Management Reserve:</u>	<u>\$84,721.21</u>
Total:	\$931,933.35
<u>RCO WWRP Local Parks Funds:</u>	<u>\$437,618.62</u>
Total Construction Cost to the City (P1801):	\$494,314.73

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Olympic View Park project contract with Matia Contractors, Inc. in the amount of \$847,212.14 and approve a management reserve of \$84,721.21 for a total allocation of \$931,933.35.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the Olympic View Park project contract with Matia Contractors, Inc. in the amount of \$847,212.14, and approve a management reserve of \$84,721.21, for a total allocation of \$931,933.35.</p>
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**OLYMPIC VIEW PARK - VICINITY MAP**



# Olympic View Park Certified Bid Tab

Certified Bid Tab

7/7/2020

31000076.563000.P1801 OLYMPIC VIEW PARK

Schdule A				Engineer's Estimate		Green Slate		Strider Construction		Quilceda Excavation		Reece Construction		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	2	COMPLETE CONSTRUCTION OF OLYMPIC VIEW PARK PROJECT	LS	1.00	\$903,000.00	\$903,000.00	\$849,012.00	\$849,012.00	\$1,156,000.00	\$1,156,000.00	\$956,850.00	\$956,850.00	\$1,024,000.00	\$1,024,000.00
		Sales Tax @ 9.3%						\$81,283.12		\$109,833.00		\$91,312.05		\$97,557.00
						\$928,000.00		\$955,295.12		\$1,290,833.00		\$1,073,162.05		\$1,146,557.00

Apparent Low Bid

Schdule A				Engineer's Estimate		K-A General Construction		Matia Contractors		Bayshore Concrete		Ohno		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	2	COMPLETE CONSTRUCTION OF OLYMPIC VIEW PARK PROJECT	LS	1.00	\$903,000.00	\$903,000.00	\$834,998.11	\$834,998.11	\$750,125.47	\$750,125.47	\$872,433.00	\$872,433.00	\$1,097,000.00	\$1,097,000.00
		Sales Tax @ 9.3%						\$79,979.82		\$72,086.67		\$83,461.27		\$104,346.00
						\$928,000.00		\$939,977.93		\$847,212.14		\$980,894.27		\$1,226,346.00

Schdule A				Engineer's Estimate		A-1 Landscaping		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	2	COMPLETE CONSTRUCTION OF OLYMPIC VIEW PARK PROJECT	LS	1.00	\$903,000.00	\$903,000.00	\$841,000.00	\$841,000.00
		Sales Tax @ 9.3%						\$80,538.00
						\$928,000.00		\$946,538.00



## 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 Matia Contractors, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at 2112 Buchanan Loop, Ferdale, WA 98248-9801, (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:

### OLYMPIC VIEW PARK P1801

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. 2020 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. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. 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 One Hundred (100) 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 damages 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 Eight Hundred Forty Seven Thousand Two Hundred Twelve Dollars and Fourteen Cents (\$847,212.14) 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 July 7, 2020. 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 Nick Wylie (Contractor Representative) on behalf of the Contractor and by Adam Benton (City Representative) 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:  
Matia Contractors, Inc.  
Attn: Nick Wylie  
2112 Buchanan Loop  
Ferndale, WA 98248

City:  
City of Marysville  
Public Works – Attn: Adam Benton  
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 \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MATIA CONTRACTORS, INC.

By: \_\_\_\_\_  
Mary Jansen  
Its: President

Attested/Authenticated:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney