

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 8, 2021

AGENDA ITEM:													
Project Award – 2019 Citywide Highway Safety Improvements Project (HSIP)													
PREPARED BY:	DIRECTOR APPROVAL:												
Steven Miller, Project Manager	[Signature] for KN												
DEPARTMENT:													
Public Works - Engineering													
ATTACHMENTS:													
Certified Bid Tabulation Contract Vicinity Map													
BUDGET CODE:	AMOUNT:												
30500030.563000, R1901	\$619,392												
SUMMARY:													
<p>The 2019 Citywide HSIP will construct the following traffic safety improvements.</p> <ul style="list-style-type: none"> • On 64th St NE (SR 528), the project will change signal phasing at the intersections of 60th Dr NE and 67th Ave NE to allow a flashing yellow arrow. • On SR 528 near 65th Dr NE, radar speed feedback signs will be installed. In addition, advanced signage will be installed in the westbound direction along SR 528 to warn drivers approaching the intersection of 67th Ave NE. • At the intersection of 100th and 59th, the project will install pedestrian-actuated rectangular rapid flashing beacons, new sidewalk and upgrade ADA curb ramps. • Along Smokey Point Blvd, the project will install high friction surface treatment and radar speed warning signs near 1400 block. <p>The project is funded by FHWA as part of the Highway Safety Improvement Program.</p> <p>Construction bids were received on February 2nd. A total of 5 bids were received and read aloud at a virtual public bid opening meeting. The low bid of \$589,897 was from Colacurcio Brothers, Inc. The Engineer’s Estimate for the project was \$504,150. Background information has been checked and found to be satisfactory.</p> <table border="0"> <tr> <td>Contract Bid:</td> <td>\$ 589,897</td> </tr> <tr> <td>Management Reserve (5%):</td> <td>\$ 29,495</td> </tr> <tr> <td>Total Allocation:</td> <td>\$ 619,392</td> </tr> <tr> <td>HSIP Grant</td> <td>\$ 458,000</td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Total City Cost:</td> <td>\$161,392</td> </tr> </table>		Contract Bid:	\$ 589,897	Management Reserve (5%):	\$ 29,495	Total Allocation:	\$ 619,392	HSIP Grant	\$ 458,000	 		Total City Cost:	\$161,392
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RECOMMENDED ACTION:													
Staff recommends that Council authorize the Mayor to sign and execute the 2019 Citywide Highway Safety Improvement Project contract with Colacurcio Brothers, in the amount of \$589,897 and approve a management reserve of \$29,495, for a total allocation of \$619,392.													
RECOMMENDED MOTION:													
I move to authorize the Mayor to sign and execute the 2019 Citywide Highway Safety Improvement Project contract with Colacurcio Brothers, in the amount of \$589,897 and approve a management reserve of \$29,495, for a total allocation of \$619,392.													

BID SCHEDULE				ENGINEER'S ESTIMATE		COLACURCIO BROTHERS		GRANITE		PELLCO		SRV		TAYLOR'S EXCAVATORS	
Item No.	Plan Quantity	Description	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	Minor Changes	EST	\$20,000.00	\$20,000	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	1	Roadway Surveying	LS	\$4,500.00	\$4,500	\$2,000.00	\$2,000.00	\$5,700.00	\$5,700.00	\$5,300.00	\$5,300.00	\$5,700.00	\$5,700.00	\$15,000.00	\$15,000.00
3	1	ADA Features Surveying	LS	\$2,500.00	\$2,500	\$3,500.00	\$3,500.00	\$2,200.00	\$2,200.00	\$2,100.00	\$2,100.00	\$2,250.00	\$2,250.00	\$5,000.00	\$5,000.00
4	1	Reocrd Drawings (Min. Bid \$5,000)	LS	\$5,000.00	\$5,000	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5	1	SPCC Plan	LS	\$2,000.00	\$2,000	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00
6	1	Property Restoration	EST	\$4,000.00	\$4,000	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
7	1	Mobilization	LS	\$45,000.00	\$45,000	\$57,000.00	\$57,000.00	\$70,000.00	\$70,000.00	\$69,000.00	\$69,000.00	\$94,000.00	\$94,000.00	\$90,000.00	\$90,000.00
8	1	Project Temporary Traffic Control (Min. Bid \$10,000)	LS	\$15,000.00	\$15,000	\$39,000.00	\$39,000.00	\$142,500.00	\$142,500.00	\$46,000.00	\$46,000.00	\$42,000.00	\$42,000.00	\$100,000.00	\$100,000.00
9	80	Construction Signs Class A	SF	\$70.00	\$5,600	\$20.00	\$1,600.00	\$45.00	\$3,600.00	\$34.00	\$2,720.00	\$21.50	\$1,720.00	\$30.00	\$2,400.00
10	120	Portable Changeable Message Sign	HR	\$10.00	\$1,200	\$5.00	\$600.00	\$9.00	\$1,080.00	\$12.00	\$1,440.00	\$14.50	\$1,740.00	\$30.00	\$3,600.00
11	1	Clearing and Grubbing	LS	\$5,500.00	\$5,500	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00	\$5,500.00	\$5,500.00	\$3,900.00	\$3,900.00	\$25,000.00	\$25,000.00
12	1	Roadside Cleanup	EST	\$2,000.00	\$2,000	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
13	70	Roadway Excavation Incl. Haul	CY	\$63.00	\$4,410	\$50.00	\$3,500.00	\$285.00	\$19,950.00	\$64.00	\$4,480.00	\$255.00	\$17,850.00	\$65.00	\$4,550.00
14	3	Potholing	EA	\$1,200.00	\$3,600	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$475.00	\$1,425.00	\$1,720.00	\$5,160.00	\$800.00	\$2,400.00
15	40	Crushed Surfacing Base Course	CY	\$75.00	\$3,000	\$56.00	\$2,240.00	\$140.00	\$5,600.00	\$118.00	\$4,720.00	\$80.00	\$3,200.00	\$75.00	\$3,000.00
16	25	Crushed Surfacing Top Course	CY	\$75.00	\$1,875	\$65.00	\$1,625.00	\$180.00	\$4,500.00	\$98.00	\$2,450.00	\$84.75	\$2,118.75	\$75.00	\$1,875.00
17	20	HMA CL. 1/2" PG 64-22	TON	\$175.00	\$3,500	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$452.00	\$9,040.00	\$380.00	\$7,600.00
18	1,860	High Friction Surface Treatment	SY	\$46.00	\$85,560	\$57.00	\$106,020.00	\$46.00	\$85,560.00	\$50.00	\$93,000.00	\$43.00	\$79,980.00	\$40.00	\$74,400.00
19	2	Adjust Catch Basin	EA	\$700.00	\$1,400	\$890.00	\$1,780.00	\$1,100.00	\$2,200.00	\$600.00	\$1,200.00	\$710.00	\$1,420.00	\$1,000.00	\$2,000.00
20	1	Erosion Control and Water Polution Prevention	LS	\$12,300.00	\$12,300	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,750.00	\$5,750.00	\$10,000.00	\$10,000.00
21	115	Cement Conc. Traffic Curb and Gutter	LF	\$48.00	\$5,520	\$70.00	\$8,050.00	\$39.00	\$4,485.00	\$52.00	\$5,980.00	\$41.50	\$4,772.50	\$38.00	\$4,370.00
22	120	Cement Conc. Pedestrian Curb	LF	\$64.00	\$7,680	\$70.00	\$8,400.00	\$37.00	\$4,440.00	\$49.00	\$5,880.00	\$41.50	\$4,980.00	\$37.00	\$4,440.00
23	0.60	Raised Pavement Marker Type 2	HUND	\$4,000.00	\$2,400	\$1,440.00	\$864.00	\$1,020.00	\$612.00	\$950.00	\$570.00	\$1,012.00	\$607.20	\$2,000.00	\$1,200.00
24	15	Flexible Delineator	EA	\$130.00	\$1,950	\$130.00	\$1,950.00	\$140.00	\$2,100.00	\$130.00	\$1,950.00	\$138.00	\$2,070.00	\$200.00	\$3,000.00
25	3	Cement Conc. Curb Ramp, Type Parallel	EA	\$3,300.00	\$9,900	\$2,300.00	\$6,900.00	\$2,800.00	\$8,400.00	\$3,600.00	\$10,800.00	\$4,300.00	\$12,900.00	\$2,800.00	\$8,400.00
26	3	Cement Conc. Curb Ramp, Type Perpendicular	EA	\$3,300.00	\$9,900	\$1,800.00	\$5,400.00	\$2,700.00	\$8,100.00	\$3,000.00	\$9,000.00	\$4,300.00	\$12,900.00	\$2,700.00	\$8,100.00
27	30	Cement Conc. Sidewalk	SY	\$150.00	\$4,500	\$160.00	\$4,800.00	\$97.00	\$2,910.00	\$110.00	\$3,300.00	\$68.00	\$2,040.00	\$100.00	\$3,000.00
28	60	Detectable Warning Surface	SF	\$55.00	\$3,300	\$70.00	\$4,200.00	\$29.00	\$1,740.00	\$27.00	\$1,620.00	\$86.00	\$5,160.00	\$30.00	\$1,800.00
29	1	Curve Warning System (Smokey Point Blvd. north of 140th ST NE), Complete	LS	\$17,200.00	\$17,200	\$31,000.00	\$31,000.00	\$34,000.00	\$34,000.00	\$33,000.00	\$33,000.00	\$32,000.00	\$32,000.00	\$30,000.00	\$30,000.00
30	1	Rectangular Rapid Flashing Beacon (RRFB) System (100th ST NE and 59th DR NE), Complete	LS	\$24,300.00	\$24,300	\$32,000.00	\$32,000.00	\$31,000.00	\$31,000.00	\$30,000.00	\$30,000.00	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00
31	1	Traffic Signal Modifications (64th ST NE and 60th DR NE), Complete	LS	\$9,000.00	\$9,000	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$11,000.00	\$11,000.00	\$8,600.00	\$8,600.00	\$15,000.00	\$15,000.00
32	1	Traffic Signal Modifications (64th ST NE and 67th AVE NE), Complete	LS	\$54,000.00	\$54,000	\$121,000.00	\$121,000.00	\$128,000.00	\$128,000.00	\$131,000.00	\$131,000.00	\$120,600.00	\$120,600.00	\$120,000.00	\$120,000.00
33	1	Speed Radar Warning System (64th ST NE west of 65th DR NE), Complete	LS	\$17,100.00	\$17,100	\$32,000.00	\$32,000.00	\$34,000.00	\$34,000.00	\$33,000.00	\$33,000.00	\$32,000.00	\$32,000.00	\$30,000.00	\$30,000.00
34	1	Advanced Warning Beacon System (64th ST NE east of 68th AVE NE), Complete	LS	\$89,000.00	\$89,000	\$42,000.00	\$42,000.00	\$31,500.00	\$31,500.00	\$56,000.00	\$56,000.00	\$59,000.00	\$59,000.00	\$40,000.00	\$40,000.00
35	120	Plastic Crosswalk Line	SF	\$15.00	\$1,800	\$9.00	\$1,080.00	\$11.00	\$1,320.00	\$10.00	\$1,200.00	\$11.20	\$1,344.00	\$10.00	\$1,200.00
36	34	Plastic Stop Line	LF	\$20.00	\$680	\$17.00	\$578.00	\$16.00	\$544.00	\$15.00	\$510.00	\$16.00	\$544.00	\$20.00	\$680.00
37	3,080	Paint Line	LF	\$3.50	\$10,780	\$0.60	\$1,848.00	\$0.70	\$2,156.00	\$1.00	\$3,080.00	\$1.00	\$3,080.00	\$1.00	\$3,080.00
38	3,080	Removing Paint Line	LF	\$1.50	\$4,620	\$1.20	\$3,696.00	\$2.00	\$6,160.00	\$2.00	\$6,160.00	\$2.00	\$6,160.00	\$1.50	\$4,620.00
39	30	Removing Plastic Line	LF	\$30.00	\$900	\$17.00	\$510.00	\$3.50	\$105.00	\$4.00	\$120.00	\$3.50	\$105.00	\$20.00	\$600.00
40	84	Removing Plastic Crosswalk Line	SF	\$20.00	\$1,680	\$9.00	\$756.00	\$3.50	\$294.00	\$4.00	\$336.00	\$3.50	\$294.00	\$12.00	\$1,008.00

TOTAL BID (SUBTOTAL BID SCHEDULE) \$504,155

\$589,897.00
APPARENT
LOW BID

\$709,956.00

\$626,841.00

\$645,235.45

\$689,823.00



02/02/2021

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 Colacurcio Brothers, Inc., a corporation, organized under the laws of the State of Washington, located and doing business at 3287 H Street Rd., Blaine, WA 98230, (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:

2019 CITYWIDE HIGHWAY SAFETY IMPROVEMENTS PROJECT

FEDERAL AID # HSIP 000S(523)

CITY PROJECT # R1901

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. 2021 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 Forty Five (45) 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 Five-Hundred-Eighty-Nine Thousand and Eight-Hundred-Ninety-Seven Dollars and Zero Cents (\$589,987.00) 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 February 2, 2021. 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 Daniel Colacurcio on behalf of the Contractor and by Steven Miller 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:
Colacurcio Brothers, Inc.
Attn: Daniel Colacurcio
3287 H Street Rd.
Blaine, WA 98230

City:
City of Marysville
Public Works – Attn: Steven Miller
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: _____ (Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

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