


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 22, 2021**

<b>AGENDA ITEM:</b> Contract Award – Citywide Intersection Improvements, State Avenue - 3rd St. to 80th St. Project											
<b>PREPARED BY:</b> Patrick Gruenhagen, Project Manager	<b>DIRECTOR APPROVAL:</b> 										
<b>DEPARTMENT:</b> Engineering											
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map, Public Works Contract											
<b>BUDGET CODE:</b> 30500030.563000 R-1302	<b>AMOUNT:</b> \$1,173,115.00										
<b>SUMMARY:</b>											
<p>The Citywide Intersection Improvements, State Avenue - 3rd St. to 80th St. Project is funded by a Federal grant awarded to the City under the FHWA’s “Highway Safety Improvement Program.” (HSIP) The project will focus on installation of pedestrian signal improvements at the intersections of State Avenue and 3<sup>rd</sup> Street, 4<sup>th</sup> Street, 6<sup>th</sup> Street, 8<sup>th</sup> Street, and 76<sup>th</sup> Street NE; along with a complete new traffic signal at the 80<sup>th</sup> Street NE intersection. Improvements will include upgrade of curb ramps and pedestrian push-button controllers to maintain compliance with ADA standards, as well as installation of new curb, sidewalk, and driveway approaches.</p> <p>Bids for the project were received on March 8, 2021, and publicly read aloud. A total of four (4) bid proposals were received. The low bidder was Colacurcio Brothers Construction Company, with a bid of \$1,073,115.00. By comparison, the Engineer’s Estimate for the project is \$1,300,210.00.</p> <p>Staff have checked the references listed for the apparent low, responsive bidder, Colacurcio Brothers Construction Company, received satisfactory comments, and thereby determined that Colacurcio Brothers Construction Company is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, Colacurcio Brothers Construction Company, in the amount of \$1,073,115.00. Staff also recommends that Council authorize a \$100,000.00 Management Reserve, which would allow the City to react swiftly and decisively when managing unanticipated changes that may arise during construction.</p> <table border="0"> <tr> <td>Contract Bid:</td> <td align="right">\$1,073,115.00</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td align="right"><u>\$100,000.00</u></td> </tr> <tr> <td>Total Construction Allocation:</td> <td align="right">\$1,173,115.00</td> </tr> <tr> <td> <u>Federal HSIP Grant (construction):</u></td> <td align="right"> <u>\$1,190,524.50</u></td> </tr> <tr> <td>Total Projected Construction Cost to City:</td> <td align="right">\$0</td> </tr> </table>		Contract Bid:	\$1,073,115.00	<u>Management Reserve:</u>	<u>\$100,000.00</u>	Total Construction Allocation:	\$1,173,115.00	 <u>Federal HSIP Grant (construction):</u>	 <u>\$1,190,524.50</u>	Total Projected Construction Cost to City:	\$0
Contract Bid:	\$1,073,115.00										
<u>Management Reserve:</u>	<u>\$100,000.00</u>										
Total Construction Allocation:	\$1,173,115.00										
 <u>Federal HSIP Grant (construction):</u>	 <u>\$1,190,524.50</u>										
Total Projected Construction Cost to City:	\$0										
<b>RECOMMENDED ACTION:</b>											
Staff recommends that Council authorize the Mayor to award the bid for the Citywide Intersection Improvements, State Avenue - 3rd St. to 80th St. Project to Colacurcio Brothers Construction Company in the amount of \$1,073,115.00 and approve a \$100,000.00 Management Reserve, for a total allocation of \$1,173,115.00.											
<b>RECOMMENDED MOTION:</b>											
I move to authorize the Mayor to award the bid for the Citywide Intersection Improvements, State Avenue - 3rd St. to 80th St. Project to Colacurcio Brothers Construction Company in the amount of \$1,073,115.00 and approve a \$100,000.00 Management Reserve, for a total allocation of \$1,173,115.00.											



Certified Bid Tabulation  
Citywide Intersection Improvement Project  
State Avenue — 3rd Street to 80th Street NE

Bid Opening: March 8, 2021 at 10:00 a.m.

Marysville Project R-1302  
Federal Aid No. HSIP-2691 (005)

Item No.	Bid Item Description	Unit	Approx. Qty.	Engineer's Estimate		Colacurcio Brothers, Inc.		Award Construction		SRV Construction		Granite Construction	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Minor Changes	FA	1	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00
2	ADA Feature Surveying	LS	1	\$11,500.00	\$11,500.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,975.00	\$3,975.00	\$5,600.00	\$5,600.00
3	Roadway Surveying	LS	1	\$18,500.00	\$18,500.00	\$6,500.00	\$6,500.00	\$7,000.00	\$7,000.00	\$6,950.00	\$6,950.00	\$11,000.00	\$11,000.00
4	Record Drawings (Minimum Bid \$5,000)	LS	1	\$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	SPCC Plan	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00
6	Type A Progress Schedule (minimum bid \$500)	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
7	Mobilization	LS	1	\$140,000.00	\$140,000.00	\$98,000.00	\$98,000.00	\$90,000.00	\$90,000.00	\$137,000.00	\$137,000.00	\$81,000.00	\$81,000.00
8	Project Temporary Traffic Control	LS	1	\$57,000.00	\$57,000.00	\$18,000.00	\$18,000.00	\$30,000.00	\$30,000.00	\$22,625.00	\$22,625.00	\$92,000.00	\$92,000.00
9	Traffic Control Supervisor	HR	480	\$85.00	\$40,800.00	\$78.00	\$37,440.00	\$85.00	\$40,800.00	\$70.00	\$33,600.00	\$150.00	\$72,000.00
10	Flaggers	HR	480	\$65.00	\$31,200.00	\$68.00	\$32,640.00	\$75.00	\$36,000.00	\$67.00	\$32,160.00	\$110.00	\$52,800.00
11	Contractor Provided Uniformed Police Officer	HR	160	\$120.00	\$19,200.00	\$115.00	\$18,400.00	\$120.00	\$19,200.00	\$115.00	\$18,400.00	\$138.00	\$22,080.00
12	Clearing and Grubbing	LS	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00	\$2,200.00	\$2,200.00
13	Removal of Structure and Obstruction	LS	1	\$4,750.00	\$4,750.00	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
14	Roadway Excavation Incl. Haul	CY	185	\$85.00	\$15,725.00	\$32.00	\$5,920.00	\$170.00	\$31,450.00	\$200.00	\$37,000.00	\$365.00	\$67,525.00
15	Crushed Surfacing Top Course	TON	175	\$65.00	\$11,375.00	\$62.00	\$10,850.00	\$115.00	\$20,125.00	\$50.00	\$8,750.00	\$25.00	\$4,375.00
16	HMA Cl. 1/2" PG 64-22	TON	100	\$400.00	\$40,000.00	\$225.00	\$22,500.00	\$350.00	\$35,000.00	\$245.00	\$24,500.00	\$400.00	\$40,000.00
17	Adjust Catch Basin	EA	3	\$900.00	\$2,700.00	\$1,000.00	\$3,000.00	\$800.00	\$2,400.00	\$1,165.00	\$3,495.00	\$800.00	\$2,400.00
18	Relocate Existing Yard Drain	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00	\$4,000.00	\$4,000.00
19	Moving Existing Hydrant	EA	1	\$10,000.00	\$10,000.00	\$2,300.00	\$2,300.00	\$4,000.00	\$4,000.00	\$5,700.00	\$5,700.00	\$12,000.00	\$12,000.00
20	Resetting Existing Hydrant	EA	1	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$4,350.00	\$4,350.00	\$4,500.00	\$4,500.00
21	ESC Lead	DAY	60	\$50.00	\$3,000.00	\$10.00	\$600.00	\$65.00	\$3,900.00	\$125.00	\$7,500.00	\$10.00	\$600.00
22	Inlet Protection	EA	14	\$100.00	\$1,400.00	\$60.00	\$840.00	\$90.00	\$1,260.00	\$82.00	\$1,148.00	\$200.00	\$2,800.00
23	Erosion/Water Pollution Control	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
24	Topsoil Type A	CY	1	\$200.00	\$200.00	\$900.00	\$900.00	\$155.00	\$155.00	\$650.00	\$650.00	\$500.00	\$500.00
25	Bark or Wood Chip Mulch	CY	1	\$200.00	\$200.00	\$900.00	\$900.00	\$160.00	\$160.00	\$850.00	\$850.00	\$500.00	\$500.00
26	Property Restoration	EST	1	\$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
27	Cement Conc. Traffic Curb and Gutter	LF	540	\$55.00	\$29,700.00	\$55.00	\$29,700.00	\$45.00	\$24,300.00	\$125.00	\$67,500.00	\$28.00	\$15,120.00
28	Cement Concrete Pedestrian Curb	LF	220	\$40.00	\$8,800.00	\$55.00	\$12,100.00	\$40.00	\$8,800.00	\$130.00	\$28,600.00	\$27.00	\$5,940.00
29	Cement Conc. Driveway Approach, 3-Day Mix	SY	80	\$250.00	\$20,000.00	\$95.00	\$7,600.00	\$110.00	\$8,800.00	\$208.00	\$16,640.00	\$85.00	\$6,800.00
30	Cement Conc. Sidewalk	SY	240	\$100.00	\$24,000.00	\$70.00	\$16,800.00	\$80.00	\$19,200.00	\$163.00	\$39,120.00	\$62.00	\$14,880.00
31	Cement Conc. Curb Ramp	SY	170	\$200.00	\$34,000.00	\$100.00	\$17,000.00	\$145.00	\$24,650.00	\$130.00	\$22,100.00	\$106.00	\$18,020.00
32	Detectable Warning Mats	SF	160	\$80.00	\$12,800.00	\$65.00	\$10,400.00	\$30.00	\$4,800.00	\$150.00	\$24,000.00	\$30.00	\$4,800.00
33	Remove and Reset Brick Pavers	SF	90	\$120.00	\$10,800.00	\$50.00	\$4,500.00	\$40.00	\$3,600.00	\$45.00	\$4,050.00	\$111.00	\$9,990.00
34	Modification of Traffic Signal System - 3rd Street and State Avenue, Complete	LS	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$31,300.00	\$31,300.00	\$25,500.00	\$25,500.00
35	Modification of Traffic Signal System - 4th Street and State Avenue, Complete	LS	1	\$37,000.00	\$37,000.00	\$35,000.00	\$35,000.00	\$28,000.00	\$28,000.00	\$25,600.00	\$25,600.00	\$18,000.00	\$18,000.00
36	Modification of Traffic Signal System - 6th Street and State Avenue, Complete	LS	1	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00	\$63,000.00	\$63,000.00	\$42,750.00	\$42,750.00	\$35,500.00	\$35,500.00
37	Modification of Traffic Signal System - 8th Street and State Avenue, Complete	LS	1	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$44,000.00	\$44,000.00	\$35,350.00	\$35,350.00	\$25,000.00	\$25,000.00
38	Modification of Traffic Signal System - 76th Street and State Avenue, Complete	LS	1	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$37,500.00	\$37,500.00	\$23,800.00	\$23,800.00	\$20,000.00	\$20,000.00
39	Replacement of Traffic Signal System - 80th Street and State Avenue, Complete	LS	1	\$462,000.00	\$462,000.00	\$435,000.00	\$435,000.00	\$525,000.00	\$525,000.00	\$430,600.00	\$430,600.00	\$375,000.00	\$375,000.00
40	Plastic Crosswalk Line	SF	900	\$10.00	\$9,000.00	\$5.50	\$4,950.00	\$6.00	\$5,400.00	\$6.00	\$5,400.00	\$6.00	\$5,400.00
41	Plastic Stop Line	LF	250	\$12.00	\$3,000.00	\$5.50	\$1,375.00	\$6.00	\$1,500.00	\$6.00	\$1,500.00	\$6.00	\$1,500.00
42	Remove Pavement Markings	LS	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$3,250.00	\$3,250.00	\$1,700.00	\$1,700.00
<b>SubTotal</b>					\$1,299,850.00		\$1,073,115.00		\$1,223,800.00		\$1,206,713.00		\$1,108,030.00
<b>9.3% Sales Tax (N/A)</b>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>TOTAL</b>					<b>\$1,299,850.00</b>		<b>\$1,073,115.00</b>		<b>\$1,223,800.00</b>		<b>\$1,206,713.00</b>		<b>\$1,108,030.00</b>

LOW

3rd

2nd



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (Highlighted entries denote math correction made.)





\* VICINITY MAP \*

Citywide Intersection Improvements,  
State Ave. - 3rd St. to 80th St. Project

EST. 1891



**MARYSVILLE**  
WASHINGTON

# **PART 3 - CONTRACT DOCUMENTS**

**THIS PAGE LEFT INTENTIONALLY BLANK**

## PUBLIC WORKS CONTRACT

This Contract is made and entered into this \_\_\_\_ day of March, 2021 by and between the City of Marysville, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “the City”, and Colacurcio Brothers , Inc., a Washington corporation, hereinafter referred to as “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:

### **Citywide Intersection Improvement Project State Avenue – 3<sup>rd</sup> St to 80<sup>th</sup> St**

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. 2016 Standard Specifications for Road, Bridge, and Municipal Construction
- D. Prevailing Wage Rates
- E. FHWA Special Provisions
- F. Amendments to the Standard Specifications
- G. General Special Provisions
- H. Construction Plans
- I. WSDOT Standard Plans
- J. Not Used
- K. 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 (40) 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 One Million Seventy Three Thousand One Hundred Fifteen and No Hundredths Dollars (\$1,073,115.00) 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 March 8, 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 Chris Colacurcio on behalf of the Contractor and by Patrick Gruenhagen on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u> Colacurcio Brothers, Inc. 3287 H STREET RD. BLAINE, WA 98230 _____	<u>City:</u> City of Marysville Public Works Attn: Patrick Gruenhagen 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.

**CITY OF MARYSVILLE**

**COLACURCIO BROTHERS INC.**

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

By: \_\_\_\_\_  
Chris Colacurcio, Sec./Treas.

Attest:

\_\_\_\_\_  
Tina Brock, Deputy City Clerk  
Approved as to form:

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



