


CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 12, 2021

AGENDA ITEM:	
Contract Award – Jennings Park Pickleball Courts	
PREPARED BY:	
Dave Rasar, Engineering Technician	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab, Vicinity Map, Contract	
BUDGET CODE:	AMOUNT:
31000076.563000.P2102	\$251,364.90
SUMMARY:	

This project will construct eight pickleball courts at Jennings Park. The project includes site excavation, grading, stormwater utilities, paving, court surfacing and fencing.

The project was advertised for a June 24th, 2021 bid opening. The City received 4 bids as shown on the attached bid tabulation. The low bidder was Matia Contractors at \$239,395.14. The engineer's estimate is \$200,000. References have been checked and found to be satisfactory.

Contract Bid:	\$239,395.14
<u>Management Reserve:</u>	<u>\$11,969.76</u>
Total:	\$251,364.90

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Jennings Park Pickleball Courts project contract with Matia Contractors in the amount of \$239,395.14 and approve a management reserve of \$11,969.76 for a total allocation of \$251,364.90.
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Jennings Park Pickleball Courts project contract with Matia Contractors in the amount of \$239,395.14, and approve a management reserve of \$11,969.76, for a total allocation of \$251,364.90.

31000076.563000.P2102 - JENNINGS PARK PICKLEBALL COURTS

SCHEDULE A				Engineer's Estimate		Grenlar Construction		Blue Mountain Construction Group		Gregco Excavating		Matia Contractors		
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	EST	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
1-05.4	2	CONSTRUCTION SURVEYING	LS	1	\$1,250.00	\$1,250.00	\$850.00	\$850.00	\$3,971.00	\$3,971.00	\$4,800.00	\$4,800.00	\$15,945.00	\$15,945.00
1-07.15	3	SPCC PLAN	LS	1	\$250.00	\$250.00	\$600.00	\$600.00	\$1,438.00	\$1,438.00	\$750.00	\$750.00	\$380.50	\$380.50
1-09.7	4	MOBILIZATION	LS	1	\$13,499.60	\$13,499.60	\$6,000.00	\$6,000.00	\$22,290.00	\$22,290.00	\$6,500.00	\$6,500.00	\$21,530.00	\$21,530.00
2-03.5	5	EXCAVATION INCL. HAUL	CY	530	\$35.00	\$18,550.00	\$70.00	\$37,100.00	\$93.00	\$49,290.00	\$38.00	\$20,140.00	\$26.30	\$13,939.00
2-03.5	6	EXCAVATION AND GRADING GRASS LINED SWALE	CY	95	\$45.00	\$4,275.00	\$78.00	\$7,410.00	\$71.00	\$6,745.00	\$99.75	\$9,476.25	\$64.10	\$6,089.50
2-03.5	7	GRAVEL BORROW INCL. HAUL	TON	135	\$28.00	\$3,780.00	\$78.00	\$10,530.00	\$58.00	\$7,830.00	\$38.00	\$5,130.00	\$38.10	\$5,143.50
4-04.5	8	CRUSHED SURFACING TOP COURSE	TON	330	\$45.00	\$14,850.00	\$75.00	\$24,750.00	\$67.00	\$22,110.00	\$41.00	\$13,530.00	\$37.85	\$12,490.50
5-04.5	9	HMA CI. 3/8 IN PG 64-22	TON	300	\$145.00	\$43,500.00	\$199.00	\$59,700.00	\$148.00	\$44,400.00	\$157.30	\$47,190.00	\$115.00	\$34,500.00
7-04.5	10	PVC STORM SEWER PIPE - 6 INCH DIAM	LF	120	\$45.00	\$5,400.00	\$66.00	\$7,920.00	\$141.00	\$16,920.00	\$45.00	\$5,400.00	\$22.85	\$2,742.00
7-04.5	11	BEEHIVE STORM GRATE	EACH	2	\$250.00	\$500.00	\$990.00	\$1,980.00	\$898.00	\$1,796.00	\$281.50	\$563.00	\$401.20	\$802.40
7-05.5	12	CATCH BASIN TYPE 1	EECH	2	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$1,550.00	\$3,100.00	\$1,497.00	\$2,994.00
7-05.5	13	CONNECTION TO DRAINAGE STRUCTURE	EACH	1	\$350.00	\$350.00	\$900.00	\$900.00	\$386.00	\$386.00	\$1,578.00	\$1,578.00	\$3,778.00	\$3,778.00
8-01.5	14	EROSION/WATER POLLUTION CONTROL	LS	1	\$4,500.00	\$4,500.00	\$600.00	\$600.00	\$10,656.00	\$10,656.00	\$3,000.00	\$3,000.00	\$8,950.00	\$8,950.00
8-02.5	15	TOPSOIL TYPE A	CY	35	\$50.00	\$1,750.00	\$67.00	\$2,345.00	\$158.00	\$5,530.00	\$94.00	\$3,290.00	\$53.35	\$1,867.25
8-02.5	16	HYDROSEEDING	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,309.00	\$2,309.00	\$4,500.00	\$4,500.00	\$2,990.00	\$2,990.00
8-12.5	17	BLACK VINYL COATED CHAIN LINK FENCE - 8'	LF	464	\$50.00	\$23,200.00	\$114.00	\$52,896.00	\$60.00	\$27,840.00	\$82.50	\$38,280.00	\$80.00	\$37,120.00
8-12.5	18	BLACK VINYL COATED CHAIN LINK FENCE - 4'	LF	106	\$40.00	\$4,240.00	\$78.00	\$8,268.00	\$55.00	\$5,830.00	\$44.00	\$4,664.00	\$44.65	\$4,732.90
8-12.5	19	BLACK VINYL COATED CHAIN LINK FENCE GATE	EACH	4	\$400.00	\$1,600.00	\$900.00	\$3,600.00	\$591.00	\$2,364.00	\$616.00	\$2,464.00	\$625.00	\$2,500.00
8-19.5	20	INSTALL NET POST SLEEVES	EACH	16	\$150.00	\$2,400.00	\$420.00	\$6,720.00	\$92.00	\$1,472.00	\$1,593.00	\$25,488.00	\$735.70	\$11,771.20
8-26.5	21	FURNISH AND INSTALL COURT SURFACE INCLUDING LINES	SF	14400	\$2.00	\$28,800.00	\$3.00	\$43,200.00	\$3.00	\$43,200.00	\$1.71	\$24,624.00	\$1.65	\$23,760.00
		SALES TAX @ 9.3%				\$16,981.30		\$26,585.82		\$26,577.26		\$21,340.45		\$20,369.39
						\$199,575.90		\$312,454.82		\$312,354.26		\$250,807.70		\$239,395.14





51ST AVE NE

55TH AVENUE



Pickle Ball Court

City of Marysville Jennings Park Pickle Ball Court

-  Pickle Ball Court
-  Jennings Park



Map Plotted: June 2021



MARYSVILLE
WASHINGTON



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, CURRENTNESS, 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.

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, Ferndale, 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:

Jennings Park Pickleball Courts

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 (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 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 Two Hundred Thirty Nine Thousand, Three Hundred Ninety Five Dollars and Fourteen Cents (\$239,395.14) 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 June 24, 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 by Nick Wylie (Contractor Representative) on behalf of the Contractor and by David Rasar (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:

<u>Contractor:</u> Matia Contractors, Inc. Attn: Nick Wylie 2112 Buchanan Loop Ferndale, WA 98248	<u>City:</u> City of Marysville Public Works – Attn: David Rasar 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