


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

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| AGENDA ITEM: | |
| Contract Award – 2022 Sidewalk Infill Program | |
| PREPARED BY: | DIRECTOR APPROVAL: |
| Nick Loutsis, E.I.T. |  |
| DEPARTMENT: | |
| Engineering | |
| ATTACHMENTS: | |
| Certified Bid Tab, Contract, Vicinity Map | |
| BUDGET CODE: | AMOUNT: |
| 30500030.563000. R2202 | \$274,348.00 |
| SUMMARY: | |

The 2022 Sidewalk Infill Project involves construction of 1,200 feet of new sidewalk at eight project sites within the downtown area, all of which will fill gaps within the existing sidewalk network. Construction will include installation of curb, gutter, concrete sidewalk and sidewalk ramps to meet ADA standards, asphalt paving, utility adjustments, restoration and other miscellaneous work.

These aforementioned improvements will be constructed at the following locations:

1. 1615 10th ST.
2. 929 Alder Ave.
3. Adjacent property to the west of 1817 9th ST.
4. West side of Quinn Ave. between 7th ST and 8th ST (near Totem Middle School).
5. 1405 and 1413 6th ST.
6. West side of Alder Ave. between 1st ST and 2nd ST (near 1628 2nd ST address).
7. West side of 47th Ave. NE between 3rd ST and 4th ST (near 6030 47th ST and 1930 4th ST addresses).
8. 5133 and 5225 61st ST.

The project was advertised for a June 30, 2022 bid opening. The City received 6 bids as shown on the attached bid tabulation. The low bidder was WSB Excavation and Utilities LLC. at \$274,348.00. The engineer’s estimate was \$263,125.50. References have been checked and found to be satisfactory.

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|----------------------------|--------------------|
| Contract Bid: | \$274,348.00 |
| <u>Management Reserve:</u> | <u>\$27,434.80</u> |
| Total: | \$301,782.80 |

RECOMMENDED MOTION:
 I move to authorize the Mayor to sign and execute the 2022 Sidewalk Infill Project contract with WSB Excavation and Utilities LLC. in the amount of \$274,348.00 and approve a management reserve of \$27,434.80 for a total allocation of \$301,782.80.

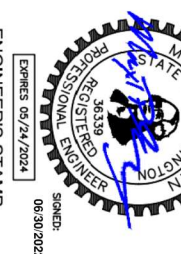
Certified Bid Tabulation - 2022 Sidewalk Mill Project

| Item No. | Bid Item Description | Uplift Qty. | Approx. Qty. | Engineer's Estimate | | Westcoast Construction Inc. | | RRJ LLC | | SRV Construction Inc. | | Northend Excavating | | WSS Excavation & Utilities LLC | | Kermas Construction | |
|----------|--|-------------|--------------|---------------------|---------------------|-----------------------------|---------------------|-------------|---------------------|-----------------------|---------------------|---------------------|---------------------|--------------------------------|---------------------|---------------------|---------------------|
| | | | | Unit Price | Extended Amt. | Unit Price | Extended Amt. | Unit Price | Extended Amt. | Unit Price | Extended Amt. | Unit Price | Extended Amt. | Unit Price | Extended Amt. | Unit Price | Extended Amt. |
| 1 | MINOR CHANGES | EST | 1 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| 2 | ROADWAY SURFING | LS | 1 | \$2,000.00 | \$2,000.00 | \$3,000.00 | \$3,000.00 | \$1,167.42 | \$1,167.42 | \$1,000.00 | \$1,000.00 | \$5,000.00 | \$5,000.00 | \$2,000.00 | \$2,000.00 | \$7,500.00 | \$7,500.00 |
| 3 | RECORD DRAWINGS (MIN BID \$1500) | LS | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,508.02 | \$1,508.02 | \$1,500.00 | \$1,500.00 | \$1,501.00 | \$1,501.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 4 | SPEC PLAN | LS | 1 | \$500.00 | \$500.00 | \$1,000.00 | \$1,000.00 | \$512.96 | \$512.96 | \$290.00 | \$290.00 | \$1,000.00 | \$1,000.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| 5 | MOBILIZATION (8%) | LS | 1 | \$20,000.00 | \$20,000.00 | \$40,000.00 | \$40,000.00 | \$9,665.62 | \$9,665.62 | \$19,250.00 | \$19,250.00 | \$28,400.00 | \$28,400.00 | \$20,000.00 | \$20,000.00 | \$29,500.00 | \$29,500.00 |
| 6 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | \$5,000.00 | \$5,000.00 | \$40,000.00 | \$40,000.00 | \$41,062.92 | \$41,062.92 | \$14,000.00 | \$14,000.00 | \$2,500.00 | \$2,500.00 | \$10,000.00 | \$10,000.00 | \$33,125.00 | \$33,125.00 |
| 7 | CLEANING AND GRUBBING | LS | 1 | \$15,000.00 | \$15,000.00 | \$20,000.00 | \$20,000.00 | \$14,732.47 | \$14,732.47 | \$22,000.00 | \$22,000.00 | \$2,400.00 | \$2,400.00 | \$20,000.00 | \$20,000.00 | \$22,200.00 | \$22,200.00 |
| 8 | SAWCUT | LF | 941 | \$4.50 | \$4,234.50 | \$4.00 | \$3,764.00 | \$2.91 | \$2,738.31 | \$3.50 | \$3,293.50 | \$5.00 | \$4,705.00 | \$5.00 | \$4,705.00 | \$4.00 | \$3,764.00 |
| 9 | REMOVAL OF CURB AND GUTTER | LF | 172 | \$35.00 | \$6,020.00 | \$15.00 | \$2,580.00 | \$23.27 | \$4,002.24 | \$39.00 | \$6,738.00 | \$15.00 | \$2,580.00 | \$40.00 | \$6,980.00 | \$23.00 | \$3,956.00 |
| 10 | REMOVAL OF SIDEWALK | SY | 118 | \$20.00 | \$2,360.00 | \$25.00 | \$2,950.00 | \$32.83 | \$3,873.94 | \$47.00 | \$5,546.00 | \$21.00 | \$2,478.00 | \$50.00 | \$5,900.00 | \$39.00 | \$4,602.00 |
| 11 | REMOVAL OF ASPHALT | SY | 338 | \$26.00 | \$8,788.00 | \$20.00 | \$6,760.00 | \$23.03 | \$7,784.14 | \$18.50 | \$6,152.50 | \$21.00 | \$7,098.00 | \$40.00 | \$13,520.00 | \$28.00 | \$9,480.00 |
| 12 | REMOVAL OF STRUCTURE AND OBSTRUCTIONS | LS | 0.22 | \$7,000.00 | \$1,540.00 | \$5,000.00 | \$5,000.00 | \$1,790.89 | \$1,790.89 | \$400.00 | \$400.00 | \$220.00 | \$220.00 | \$1,000.00 | \$1,000.00 | \$3,880.00 | \$3,880.00 |
| 13 | GRAVEL BORROW INCL. HAUL | TON | 40 | \$33.00 | \$1,320.00 | \$38.00 | \$1,520.00 | \$73.09 | \$2,923.60 | \$74.00 | \$2,960.00 | \$85.00 | \$3,400.00 | \$20.00 | \$800.00 | \$44.00 | \$1,760.00 |
| 14 | UNSATURABLE FOUNDATION EXCAVATION INCL. HAUL | CV | 63 | \$60.00 | \$3,780.00 | \$20.00 | \$1,260.00 | \$44.41 | \$2,797.83 | \$11.00 | \$693.00 | \$100.00 | \$6,300.00 | \$20.00 | \$1,260.00 | \$72.00 | \$4,536.00 |
| 15 | ROADWAY EXCAVATION INCL. HAUL | CV | 350 | \$30.00 | \$10,500.00 | \$50.00 | \$17,500.00 | \$61.55 | \$21,542.50 | \$53.00 | \$18,565.00 | \$31.00 | \$10,850.00 | \$110.00 | \$3,300.00 | \$73.00 | \$25,560.00 |
| 16 | PREPARATION OF SUBBASE AND SUBGRADE | FA | 8 | \$1,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 |
| 17 | CRUSHED SURFACING TOP COURSE | TON | 215 | \$65.00 | \$13,975.00 | \$40.00 | \$8,600.00 | \$49.39 | \$10,618.85 | \$40.00 | \$8,600.00 | \$58.00 | \$12,470.00 | \$30.00 | \$8,550.00 | \$50.00 | \$10,750.00 |
| 18 | CRUSHED SURFACING BASE COURSE | TON | 128 | \$65.00 | \$8,320.00 | \$40.00 | \$5,120.00 | \$59.75 | \$7,648.00 | \$40.00 | \$5,120.00 | \$58.00 | \$7,424.00 | \$30.00 | \$8,340.00 | \$40.00 | \$5,232.00 |
| 19 | HMA C1: 1/2 IN PG 58H-22 | TON | 153 | \$105.00 | \$16,065.00 | \$280.00 | \$42,840.00 | \$371.59 | \$56,853.27 | \$272.00 | \$42,280.00 | \$320.00 | \$48,960.00 | \$210.00 | \$32,130.00 | \$320.00 | \$48,960.00 |
| 20 | ADJUST WATER METER BOX | EACH | 3 | \$100.00 | \$300.00 | \$50.00 | \$150.00 | \$40.96 | \$1,229.88 | \$65.00 | \$1,950.00 | \$20.00 | \$60.00 | \$150.00 | \$450.00 | \$30.00 | \$90.00 |
| 21 | ADJUST MANHOLE | EACH | 1 | \$500.00 | \$500.00 | \$80.00 | \$80.00 | \$461.03 | \$461.03 | \$75.00 | \$75.00 | \$400.00 | \$400.00 | \$40.00 | \$40.00 | \$87.00 | \$87.00 |
| 22 | TEMPORARY EROSION/WATER POLLUTION | LS | 1 | \$500.00 | \$500.00 | \$2,000.00 | \$2,000.00 | \$1,138.59 | \$1,138.59 | \$590.00 | \$590.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 | \$4,375.00 | \$4,375.00 |
| 23 | HYDROSEED | SY | 362 | \$15.00 | \$5,430.00 | \$5.00 | \$1,810.00 | \$2.79 | \$1,009.98 | \$6.00 | \$2,172.00 | \$5.00 | \$1,810.00 | \$4.00 | \$1,548.00 | \$5.00 | \$1,810.00 |
| 24 | TOPSOIL TYPE A | CV | 76 | \$12.50 | \$950.00 | \$80.00 | \$6,160.00 | \$100.88 | \$7,674.48 | \$76.00 | \$5,776.00 | \$125.00 | \$9,500.00 | \$60.00 | \$4,560.00 | \$87.50 | \$6,650.00 |
| 25 | PROPERTY RESTORATION | FA | 8 | \$1,500.00 | \$12,000.00 | \$3,000.00 | \$5,000.00 | \$3,133 | \$23,822.88 | \$44.00 | \$1,952.00 | \$30.00 | \$900.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 26 | CEMENT CONC. TRAFFIC CURB AND GUTTER | LF | 636 | \$38.00 | \$24,168.00 | \$42.00 | \$26,712.00 | \$37.63 | \$23,822.88 | \$44.00 | \$27,984.00 | \$30.00 | \$19,080.00 | \$35.00 | \$22,260.00 | \$65.00 | \$41,340.00 |
| 27 | CEMENT CONC. SIDEWALK | SY | 632 | \$100.00 | \$63,200.00 | \$88.00 | \$55,616.00 | \$56.26 | \$35,566.32 | \$102.00 | \$64,464.00 | \$60.00 | \$37,800.00 | \$92.00 | \$58,144.00 | \$92.00 | \$58,144.00 |
| 28 | CEMENT CONC. DRIVEWAY | SY | 103 | \$125.00 | \$12,875.00 | \$82.00 | \$8,476.00 | \$68.99 | \$7,105.97 | \$107.00 | \$11,021.00 | \$82.00 | \$8,446.00 | \$79.00 | \$7,725.00 | \$120.00 | \$12,240.00 |
| 29 | CEMENT CONC. CURB RAMP TYPE PERPENDICULAR | EA | 2 | \$1,750.00 | \$3,500.00 | \$2,500.00 | \$5,000.00 | \$3,522.57 | \$7,045.14 | \$3,100.00 | \$6,200.00 | \$4,000.00 | \$8,000.00 | \$5,000.00 | \$10,000.00 | \$3,470.00 | \$6,940.00 |
| 30 | ADJUST JUNCTION BOX | LS | 2 | \$400.00 | \$800.00 | \$1,000.00 | \$2,000.00 | \$451.08 | \$902.16 | \$550.00 | \$1,100.00 | \$250.00 | \$500.00 | \$300.00 | \$600.00 | \$1,000.00 | \$2,000.00 |
| | BASE BID TOTAL (No Sales Tax per Rule 171): | | | | \$263,125.50 | | \$336,748.00 | | \$300,310.41 | | \$305,500.50 | | \$275,542.00 | | \$274,348.00 | | \$375,190.00 |



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.)

EXAMINED AND APPROVED
FOR CONSTRUCTION ON THIS
30TH DAY OF JUNE, 2022
2022.06.30
BY: Max Pihan, PE, CITY ENGINEER
CITY OF MARYSVILLE
DEPARTMENT OF PUBLIC WORKS



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 WSB Excavation & Utilities, an LLC, organized under the laws of the State of Washington, located and doing business at 11921 99th AVE NE , Arlington WA 98223, (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:

2022 Sidewalk Infill Project, R2202

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 [Fourty 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 Two Hundred Seventy Four Thousand Three Hundred Fourty Eight Dollars and Zero Cents (\$274,348.00) 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 June 30th, 2022. 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 _____ (Contractor Representative) on behalf of the Contractor and by Nick Loutsis, E.I.T. on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

| | |
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| <u>Contractor:</u> _____ _____ _____ | <u>City:</u> City of Marysville Public Works – Attn: Nick Loutsis, E.I.T. 80 Columbia Ave Marysville, WA 98270 |
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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

2022 Sidewalk Infill Project

