


CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2022

AGENDA ITEM:	
Contract Award – Sunnyside Blvd & 52 nd ST NE Signalization	
PREPARED BY:	DIRECTOR APPROVAL:
Nick Greene, Project Engineer	
DEPARTMENT:	
Public Works - Engineering	
ATTACHMENTS:	
Certified Bid Tab, Contract, Vicinity Map	
BUDGET CODE:	AMOUNT:
30500030.563000.R2001	\$1,297,581.81
SUMMARY:	

The Sunnyside Blvd & 52nd ST NE Signalization project involves intersection improvements at 52nd Street NE & Sunnyside Boulevard. Improvements include a new traffic signal system, channelization improvements to provide new turn lanes, bike lanes, and ADA improvements.

The project was awarded \$535,940.00 of Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ) Funds in 2018. For consideration with the July 25, 2022 Council agenda, is a supplement to the federal aid funding agreement for an additional allocation of \$484,431.00.

The project was advertised for a July 13, 2022 bid opening. The City received 6 bids as shown on the attached bid tabulation. The low bidder was Kamins Construction, with a bid of \$1,179,619.81. The engineer’s estimate is \$760,000.00. References have been checked and found to be satisfactory.

Contract Bid:	\$1,179,619.81
<u>Management Reserve (10%):</u>	<u>\$117,962.00</u>
Total:	\$1,297,581.81

FHWA CMAQ Grant:	\$535,940.00
<u>Supplemental Agreement:</u>	<u>\$484,431.00 (pending Council approval)</u>
Total:	\$1,020,371.00

Total Construction Cost to City:	\$277,210.81
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RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute the Sunnyside Blvd & 52nd ST NE Signalization contract with Kamins Construction in the amount of \$1,179,619.81 and approve a management reserve of \$117,962.00 for a total allocation of \$1,297,581.81.

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 _____ (Contractor), a _____, organized under the laws of the State of Washington, located and doing business at _____, (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:

Sunnyside Blvd & 52nd St NE Signalization, Project No. R2001

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. 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction;
- 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.

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 [Contract Amount] (\$ _____) 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 _____. 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 _____ (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:

City:
City of Marysville
Public Works – Attn: _____
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

**PERFORMANCE BOND
to City of Marysville, WA
Bond No. _____**

The City of Marysville, Washington (the "City"), has awarded to _____ (the "Principal"), a contract for the construction of the project designated as _____, Project No. _____, in Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (the "Surety"), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ U.S. Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

_____ Principal Signature	_____ Date
_____ Printed Name:	_____ Title:

_____ Surety Signature	_____ Date
_____ Printed Name:	_____ Title:

Name, address, and telephone number of local office/agent of Surety is:

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**PAYMENT BOND
to City of Marysville, WA**
Bond No. _____

The City of Marysville, Washington (the “City”), has awarded to _____

_____ (the “Principal”), a contract for the construction of the project
designated as _____, Project No. _____
_____, in Marysville, Washington (the “Contract”), and said Principal is required under the terms
of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of
Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (the “Surety”),
a corporation organized under the laws of the State of _____ and licensed to do
business in the State of Washington as surety and named in the current list of “Surety Companies
Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of
Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the
sum of _____ U.S. Dollars (\$ _____) Total
Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its
heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with
RCW Titles 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors,
and material suppliers, and all persons who shall supply such contractor or subcontractor with
provisions and supplies for the carrying on of such work; and shall pay the taxes, fees, and
penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond
shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or
addition to the terms of the Contract, the specifications accompanying the Contract, or to the work
to be performed under the Contract shall in any way, affect its obligation on this bond, and waives
notice of any change, extension of time, alteration, or addition to the terms of the Contract or the
work performed. The Surety agrees that modifications and changes to the terms and conditions
of the Contract that increase the total amount to be paid the Principal shall automatically increase
the obligation of the Surety on this bond and notice to the Surety is not required for such increased
obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the
parties’ duly authorized officers. This bond will only be accepted if its accompanied by a fully
executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date
Printed Name: _____
Title: _____

Surety Signature Date
Printed Name: _____
Title: _____

Name, address, and telephone number of local office/agent of Surety is:

Vicinity Map - Sunnyside Blvd & 52nd ST NE Signalization

