

RESOLUTION NO. 10-699

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ACCEPTING AND AWARDING THE LOW BID ON THE MORGAN STREET SIDEWALK PROJECT TO SCOTTY'S GENERAL CONSTRUCTION, INC.

WHEREAS, the City received a Transportation Improvement Board grant for the Morgan Street Sidewalk Project in the amount of \$170,000; and

WHEREAS, the City received a Community Development Block Grant in the amount of \$363,600; and

WHEREAS, Qwest will be providing up to \$80,000 to reimburse the City for the cost of relocating the storm drainage system and the cost of overlaying the street; and

WHEREAS, the City has planned and budgeted for the Morgan Street Sidewalk Project; and

WHEREAS, the City has coordinated the design and preparation of the plans specification and contract documents with Gray and Osborne, our engineering consultant; and

WHEREAS, the City has received bids on July 6th, 2010; and

WHEREAS, Scotty's General Construction, Inc. was the low bidder and has met all conditions of providing a responsible bid;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. To accept and award the bid of the Morgan Street Sidewalk Project to Scotty's General Construction, Inc. and to authorize the Mayor to execute a contract with Scotty's General Construction, Inc. in the amount of \$366,183.35 for the construction of the Morgan Street Sidewalk Project.

Section 2. The City Council authorizes additional expenditures of up to \$36,000 to cover any change orders that may come up during the construction.

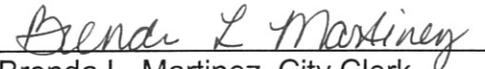
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF JULY,
2010.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

Staff Report

Morgan Street Sidewalk Bid Award

Bid Process: The City advertised for two weeks in the voice of the Valley and three weeks in the Daily Journal of Commerce. We received 13 bids. Scotty's General Construction, Inc. was the low bidder at \$366,183.35. The engineer's estimate was \$501,438.70.

Project budget info.

Budget Funding	\$660,000	TIB Grant of \$170,000 + CDBG \$363,600 +Real Estate Excise Tax \$46,400 + Qwest \$80,000
Less	\$ 113,900	Design engineering by G & O
Less	\$ 5000 + -	City Attorney charges
Less	\$ 2000	Right-of-way expenses (most expense covered in G & O)
Less	\$ 2000	Miscellaneous expenses; advertisement ect.
Balance	\$ 537,100	Available for Construction
Less	\$366,183.35	bid amount
Less	\$ 3000	Inspection/ project management (in house costs not shown here)
Less	\$3000	Testing
Less	\$ 36,000	Contingency for change orders
Less	\$20,000	Estimated TIB cost reduction
Less	\$20,000	Construction staking and engineering services during construction
Balance	\$88,916.65	Under Budget current best estimate

Contractor

See the letter from Gray and Osborne regarding the contractor award recommendation.

Schedule

The staff is recommending proceeding as soon as practical because the weather could affect the paving at the end of the project. Once the contractor has submitted all of the bonds, insurance and required paperwork; the city will issue a notice to proceed approximately the first week of August, 2010. The project is expected to be substantially complete by November.

Inspection and Project Management

The City staff will provide the inspections, and project management services

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF BLACK DIAMOND** (hereinafter called the Owner) and **SCOTTY'S GENERAL CONSTRUCTION, INC.** (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The project includes 1,650 LF of sidewalk improvements on the north side of Morgan Street between Roberts Drive and Abrams Avenue, and 260 LF of sidewalk improvements on the south side of Roberts Drive between City Hall and Morgan Street. The project includes clearing and grubbing, grading, HMA paving, cement concrete curb, gutter and sidewalk, storm drainage improvements, driveway regrading, minor retaining walls, surface restoration, traffic control and channelization improvements.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within **60** working days (the Substantial Completion Date) and physically complete the Work within **75** working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner **\$1,500.00** per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and **\$400** for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The performance bond and the labor and material payment bond;
- The Contract Provisions, including 2008 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of **25** sheets, as listed in the index on sheet **1** of the Plans;
- Addenda numbers **1 AND 2**, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

The Contractor specifically waives its immunity under applicable worker's compensation statutes, including, but not limited to, RCW Title 51, which is specifically acknowledged by the Contractor. _____(Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF BLACK DIAMOND

**SCOTTY'S GENERAL
CONSTRUCTION, INC**

By Robert Oliver

License No. _____

Date 7-19-10

By _____

Title _____

Attest _____

Name and Address for giving notices (print)

PERFORMANCE BOND

We **SCOTT'S GENERAL CONSTRUCTION, INC.** as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to **CITY OF BLACK DIAMOND** (hereinafter called the Owner) for payment of the penal sum of **\$366,183.35**, lawful money of the United States in connection with the Owner's award to the Contractor of a contract for construction ("Contract") of the following project:

MORGAN STREET SIDEWALK PROJECT

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least two years after the Substantial Completion Date of the project, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation or repose.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

PERFORMANCE BOND - Continued

Executed in four original counterparts on _____, 2010.

**SCOTT'S GENERAL
CONSTRUCTION, INC.**

CONTRACTOR

By _____

(Title)

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W. 39.08 may be addressed to:

(Name and address of Surety)

(Name and address of Surety's agent for service of
process in Washington if different from above)

(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety

By _____
Its Attorney-in-Fact

NOTICE:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

We **SCOTT'S GENERAL CONSTRUCTION, INC.** as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to **CITY OF BLACK DIAMOND** (hereinafter called the Owner) for payment of the penal sum of **\$366,183.35**, lawful money of the United States in connection with the Owner's award to the Contractor of a contract for construction ("Contract") of the following project:

MORGAN STREET SIDEWALK PROJECT

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, subcontractors, materialmen, taxing authorities and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modifications, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

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LABOR & MATERIAL PAYMENT BOND - Continued

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Gray & Osborne, Inc.

CONSULTING ENGINEERS

July 7, 2010

Mr. Seth Boettcher, P.E.
Public Works Director
City of Black Diamond
24301 Roberts Drive
Black Diamond, Washington 98010

SUBJECT: REVIEW OF BIDS, MORGAN STREET SIDEWALK PROJECT,
TIB NO. P-P-800(P03)-1, CDBG NO. C09122
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON
G&O #09467.00

Dear Mr. Boettcher:

On July 6, 2010, the City of Black Diamond received 13 bids for the Morgan Street Sidewalk Project. The project was bid as two separate schedules of work. Schedule A includes sidewalk improvements on Morgan Street. Schedule B includes sidewalk improvements on Roberts Drive. The City may award either Schedule A, Schedule B, or both schedules of work. The bids for both schedules of work ranged from \$366,183.35 to \$629,637.50. The Engineer's Estimate for both schedules was \$501,438.70. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Two corrections were made; however, these corrections did not change the position of the low bidder. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax, are as follows:

Bidder	Schedule A	Schedule B	Schedules A & B
1. Scotty's General Construction (Auburn, WA)	\$311,884.10	\$ 54,299.25	\$366,183.35
2. Ro-Con Equipment (Black Diamond, WA)	\$340,517.00	\$ 55,938.08	\$396,455.08
3. Titan Earthwork, LLC (Sumner, WA)	\$352,771.95	\$ 57,767.00	\$410,538.95
4. Hoffman Construction (Enumclaw, WA)	\$382,063.00	\$ 62,819.25	\$444,882.25
5. Kar-Vel Construction (Renton, WA)	\$379,844.00	\$ 65,707.50	\$445,551.50
6. R.W. Scott Construction (Auburn, WA)	\$408,537.30	\$ 57,522.50	\$466,059.80
7. Construct Co., LLC (Sumner, WA)	\$415,889.60	\$ 53,412.00	\$469,301.60
8. T. Miller Construction (Auburn, WA)	\$375,105.80	\$108,525.50	\$483,631.30
9. Rodarte Construction (Auburn, WA)	\$394,950.00	\$ 97,420.00	\$492,370.00
10. Johansen Excavating (Buckley, WA)	\$410,994.40	\$ 84,611.25	\$495,605.65
Engineer's Estimate	\$436,667.70	\$ 64,771.00	\$501,438.70
11. Westwater Construction (Auburn, WA)	\$455,320.00	\$ 77,157.50	\$532,477.50
12. Archer Construction (Kent, WA)	\$518,918.60	\$ 64,866.50	\$583,785.10
13. Road Construction NW (Renton, WA)	\$531,255.00	\$ 98,382.50	\$629,637.50



Mr. Seth Boettcher, P.E.
July 7, 2010
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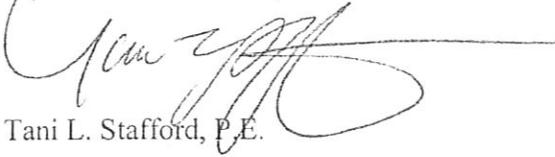
The low bidder for the combination of Schedules A and B, Scotty's General Construction of Auburn, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, Scotty's General Construction of Auburn, Washington, has met the responsibility criteria.

Based on our evaluation, we recommend that both Schedules A and B of the project be awarded to Scotty's General Construction, 20405 SE 344th Street, Auburn, Washington 98092, pending approval from the King County Community and Human Services Department which is administering the Community Development Block Grant on this project.

Please contact us if you have any questions and/or require additional information.

Very truly yours,

GRAY & OSBORNE, INC.



Tani L. Stafford, P.E.

TLS/hhj
Encl.

cc: Mr. Eric Jensen, Public Infrastructure Project Manager, King County Community and Human Services Department
Mr. Greg Armstrong, P.E., Chief Engineer, Washington State Transportation Improvement Board



Capital Improvement Program 2009 - 2014

Project for the Street Department # 15

Account code 320 000 007

PROJECT TITLE Morgan Street Sidewalk Extension Phase II

DESCRIPTION Install sidewalk, curb, gutter on the north side of Morgan Street from Abrams to Roberts Drive.

BACKGROUND The need for sidewalks along Morgan Street is increasing because pedestrian traffic is growing. The staff has applied for two grants and is suggesting that the City provide inspections and project management in house. If the grants are not received this project should be put on hold. Over a long period of time the sidewalks could be installed as frontage improvements along with redevelopment along the corridor.

COMMENTS The construction engineering piece of \$46,400 is intended to be done in-house but may be contracted.

<i>CAPITAL PROJECT COSTS</i>	Total \$ Requested	2009	2010	2011	2012	2013	2014
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	46,400		46,400				
Design Engineering	88,000	70,000	18,000				
Construction Costs	445,600		445,600				
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$580,000	\$70,000	\$510,000				

<i>REQUESTED FUNDING</i>	Total \$ Project	2009	2010	2011	2012	2013	2014
Grants (CDBG)	533,600	70,000	463,600				
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2	46,400		46,400				
PW Trust Fund Loan							
BFB Carryover							
TOTAL SOURCES	\$580,000	\$70,000	\$510,000				

<i>NON CAPITAL OPERATING COSTS</i>	Total \$ Requested	2009	2010	2011	2012	2013	2014
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							