

RESOLUTION NO. 17-1176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDED THE LOW BID ON THE ROBERTS DRIVE ROADWAY IMPROVEMENTS PROJECT TO JR HAYES & SONS, INC.

WHEREAS, the City received grant funding from the State of Washington Transportation Improvement Board (TIB); and

WHEREAS, the City has planned and budgeted for the Roberts Drive Roadway Improvements project; and

WHEREAS, the City has received 5 bids on June 27, 2017; and

WHEREAS, JR Hayes & Sons, Inc. was the lowest responsive bidder and has met all conditions of providing a responsible bid; and

WHEREAS, City funds are available to meet the City grant matching requirements and to provide a contingency fund for unforeseen costs;

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

Section 1. The Mayor is hereby authorized to award the bid of the Roberts Drive Roadway Improvements project to JR Hayes & Sons, Inc. in the amount of \$1,083,290 for the construction of the Roberts Drive Roadway Improvements project and authorize the Mayor to execute a contract for the same.

Section 2. Authorize a \$50,000 contingency fund to cover potential change orders.

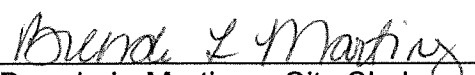
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF JULY, 2017.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

PROPOSAL

Bidder JR Hayes & Sons, Inc.

Date 06/27/2017

Honorable Mayor and Council
City of Black Diamond
Black Diamond, Washington 98052

Gentlemen:

Pursuant to and in compliance with your invitation for bids for construction of Roberts Drive Roadway Improvements, Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the drawings and specifications as well as the premises and conditions affecting the work and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvement, in strict accordance with the contract documents, specifications and drawings, for the amount shown:

TOTAL One million, eighty-three thousand and two hundred and ninety Dollars
(\$ 1,083,290)

If the undersigned is notified of the acceptance of this proposal within forty-five (45) days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid, in the form of the contract bound in these specifications, and to provide a surety bond as required by the specifications.

The undersigned further agrees that the proposal guaranty accompanying this proposal be left in escrow with the Owner; that the liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named contract and surety bond, for any or all units of this proposal accepted by the Owner, will be equal to five percent (5%) of the amount bid for such unit or units, and that if the undersigned defaults in executing that contract and in furnishing the surety bond within twenty (20) calendar days of the award of the contract, then the bid guaranty shall become the property of the Owner. If, however, this proposal or any part thereof is not accepted within forty-five (45) days of the times set for the opening of bids, or if the undersigned executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

The party by whom this proposal is submitted and by whom the contract will be entered into, in case the award is made to him, is

JR Hayes & Sons, Inc.
Firm Name

Corporation/Partnership/Individual
(Circle One)

doing business at 22430 SE 231st St. Maple Valley, WA 98038
Address City, State Zip

which is the address to which all communications concerned with this proposal and contract should be sent.

The name of the president, treasurer, and manager of the bidding corporation, or the names of all persons and parties interested in this proposal as partners or principals are as follows:

| Name | Address |
|---------------------|--|
| <u>Dan Hayes</u> | <u>22430 SE 231st St. Maple Valley, WA 98038</u> |
| <u>Darren Peugh</u> | <u>22430 SE 231st St. Maple Valley, WA 98038</u> |
| <u>Rob Bonnett</u> | <u>22430 SE 231st St. Maple Valley, WA 98038</u> |
| | |
| | |
| | |

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities, at the prices submitted in the bid schedule and in the form as indicated below, is attached hereto:

- CASH IN THE AMOUNT OF \$ _____
- CASHIER'S CHECK IN THE AMOUNT OF \$ _____
- CERTIFIED CHECK \$ _____ PAYABLE TO THE *CITY OF BLACK DIAMOND*
- PROPOSAL BOND IN THE AMOUNT OF 5 PERCENT OF THE BID

PROPOSAL SIGNATURE SHEET

PROJECT: Roberts Drive Roadway Improvements

June, 27, 2017
Date

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- 1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

JR Hayes & Sons, Inc.
Bidder
By: [Signature]
Authorized Official

Rob Bonnett
Printed

VP of Operations
Title

Address: 22430 SE 231st St.
Maple Valley, WA 98038

Receipt of Addenda numbered _____, _____, _____, _____ is hereby acknowledged.

- Note: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

BID SCHEDULE

ROBERTS DRIVE ROADWAY IMPROVEMENTS

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

| SCHEDULE A – ROADWAY IMPROVEMENTS | | | | | | |
|-----------------------------------|---------------|--|-------|----------|--------------|--------------|
| Item No. | Spec. Section | Description | Unit | Quantity | Unit Price | Total Amount |
| A1 | 1-04 | Minor Change | 1 | EST | \$15,000.00 | \$15,000.00 |
| A2 | 1-05 | Roadway Surveying | 1 | LS | \$13,000.00 | \$13,000.00 |
| A3 | 1-05 | Record Drawings (Minimum Bid \$500) | 1 | LS | \$1,000.00 | \$1,000.00 |
| A4 | 1-05 | ADA Features Surveying | 1 | LS | \$4,000.00 | \$4,000.00 |
| A5 | 1-07 | SPCC Plan | 1 | LS | \$1,000.00 | \$1,000.00 |
| A6 | 1-09 | Mobilization | 1 | LS | \$100,000.00 | \$100,000.00 |
| A7 | 1-10 | Project Temporary Traffic Control, Min. Bid \$30,000 | 1 | LS | \$50,000.00 | \$50,000.00 |
| A8 | 2-01 | Clearing and Grubbing | 1 | LS | \$8,000.00 | \$8,000.00 |
| A9 | 2-02 | Removal of Structure and Obstruction | 1 | LS | \$15,000.00 | \$15,000.00 |
| A10 | 2-02 | Removing Cement Conc. Pavement | 100 | SY | \$60.00 | \$6,000.00 |
| A11 | 2-02 | Removing Asphalt Conc. Pavement | 2,310 | SY | \$10.00 | \$23,100.00 |
| A12 | 2-02 | Removing Cement Conc. Curb and Gutter | 110 | LF | \$15.00 | \$1,650.00 |
| A13 | 2-02 | Removing Abandoned Water Main | 150 | LF | \$30.00 | \$4,500.00 |
| A13 | 2-02 | Adjust Existing Utility to Grade | 17 | EA | \$500.00 | \$8,500.00 |
| A14 | 2-02 | Pothole Existing Utility | 25 | EA | \$1,200.00 | \$30,000.00 |
| A15 | 2-03 | Roadway Excavation Incl. Haul | 1 | LS | \$30,000.00 | \$30,000.00 |
| A16 | 2-03 | Unsuitable Foundation Excavation Incl. Haul | 50 | CY | \$100.00 | \$5,000.00 |
| A17 | 2-03 | Gravel Borrow Incl. Haul | 870 | TON | \$21.00 | \$18,270.00 |
| A18 | 2-09 | Shoring or Extra Excavation Class B | 1 | LS | \$3,000.00 | \$3,000.00 |
| A19 | 2-12 | Construction Geotextile – Tensar GlasGrid 8511 | 2,130 | SY | \$5.00 | \$10,650.00 |
| A20 | 4-04 | Crushed Surfacing Top Course | 900 | TON | \$40.00 | \$36,000.00 |

| SCHEDULE A – ROADWAY IMPROVEMENTS | | | | | | |
|-----------------------------------|---------------|--|-------|----------|--------------|---------------|
| Item No. | Spec. Section | Description | Unit | Quantity | Unit Price | Total Amount |
| A21 | 5-01 | Replace Cement Concrete Panel | 50 | SY | \$ 190.00 | \$ 9,500.00 |
| A22 | 5-04 | HMA for Preleveling Cl. 1/2 In. PG 64-22 | 300 | TON | \$ 110.00 | \$ 33,000.00 |
| A23 | 5-04 | HMA Cl. 1/2 In. PG 64-22 | 1,370 | TON | \$ 110.00 | \$ 150,700.00 |
| A24 | 5-04 | Planing Bituminous Pavement | 240 | SY | \$ 20.00 | \$ 4,800.00 |
| A25 | 7-04 | Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam. Incl. Trench | 1,082 | LF | \$ 80.00 | \$ 86,560.00 |
| A26 | 7-05 | Catch Basin Type 1 | 9 | EA | \$ 1,650.00 | \$ 14,850.00 |
| A27 | 7-05 | Catch Basin Type 2 48 In. Diam. | 2 | EA | \$ 3,345.00 | \$ 6,690.00 |
| A28 | 7-05 | Concrete Inlet | 4 | EA | \$ 1,480.00 | \$ 5,920.00 |
| A29 | 7-05 | Manhole 48 In. Diam. Type 3 | 2 | EA | \$ 3,650.00 | \$ 7,300.00 |
| A30 | 7-05 | Adjust Manhole | 7 | EA | \$ 675.00 | \$ 4,725.00 |
| A31 | 7-05 | Connection to Drainage Structure | 5 | EA | \$ 2,500.00 | \$ 12,500.00 |
| A32 | 7-08 | Removal and Replacement of Unsuitable Material | 50 | CY | \$ 100.00 | \$ 5,000.00 |
| A33 | 8-01 | Erosion/Water Pollution Control | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| A34 | 8-01 | Inlet Protection | 10 | EA | \$ 65.00 | \$ 650.00 |
| A35 | 8-01 | Silt Fence | 1,650 | LF | \$ 6.00 | \$ 9,900.00 |
| A36 | 8-01 | High Visibility Fence | 370 | LF | \$ 4.00 | \$ 1,480.00 |
| A37 | 8-01 | Seeding, Fertilizing, and Mulching | 0.15 | Acre | \$ 8,000.00 | \$ 1,200.00 |
| A38 | 8-02 | Topsoil Type A | 275 | CY | \$ 45.00 | \$ 12,375.00 |
| A39 | 8-04 | Cement Conc. Traffic Curb and Gutter | 1,480 | LF | \$ 23.00 | \$ 34,040.00 |
| A40 | 8-06 | Cement Conc. Driveway Entrance | 230 | SY | \$ 32.00 | \$ 7,360.00 |
| A41 | 8-06 | Concrete Pavement for Driveways | 30 | SY | \$ 38.00 | \$ 1,140.00 |
| A42 | 8-13 | Adjust Monument Case and Cover | 2 | EA | \$ 500.00 | \$ 1,000.00 |
| A43 | 8-14 | Cement Conc. Sidewalk | 800 | SY | \$ 30.00 | \$ 24,000.00 |
| A44 | 8-14 | Cement Conc. Curb Ramp Type Parallel A | 4 | EA | \$ 1,300.00 | \$ 5,200.00 |
| A45 | 8-14 | Cement Conc. Curb Ramp Type Single Direction A | 6 | EA | \$ 2,000.00 | \$ 12,000.00 |
| A46 | 8-14 | Reconstruct Concrete Stairway | 1 | LS | \$ 1,000.00 | \$ 1,000.00 |
| A47 | 8-18 | Relocate Mailbox | 11 | EA | \$ 650.00 | \$ 7,150.00 |

| SCHEDULE A – ROADWAY IMPROVEMENTS | | | | | | |
|-----------------------------------|---------------|-------------------------------|-------|----------|---------------|---------------|
| Item No. | Spec. Section | Description | Unit | Quantity | Unit Price | Total Amount |
| A48 | 8-18 | Security Mailbox | 1 | EA | \$ 4,000.00 | \$ 4,000.00 |
| A49 | 8-20 | Illumination System, Complete | 1 | LS | \$ 145,000.00 | \$ 145,000.00 |
| A50 | 8-21 | Permanent Signing | 1 | LS | \$ 3,000.00 | \$ 3,000.00 |
| A51 | 8-22 | Plastic Stop Line | 60 | LF | \$ 7.00 | \$ 420.00 |
| A52 | 8-22 | Plastic Crosswalk Line | 900 | SF | \$ 5.00 | \$ 4,500.00 |
| A53 | 8-22 | Paint Line | 2,970 | LF | \$.60 | \$ 1,782.00 |
| Total Schedule A: | | | | | \$ | 1,017,412.00 |

| SCHEDULE B – ROBERTS DRIVE OVERLAY | | | | | | |
|------------------------------------|---------------|---|-------|----------|---------------------|--------------|
| Item No. | Spec. Section | Description | Unit | Quantity | Unit Price | Total Amount |
| B1 | 1-04 | Minor Change | 1 | EST | \$10,000 | \$10,000 |
| B2 | 5-04 | Planing Bituminous Pavement | 960 | SY | \$ 8.00 | \$ 7,680.00 |
| B3 | 5-04 | Planing Bituminous Pavement for Pavement Repair | 360 | SY | \$ 25.00 | \$ 9,000.00 |
| B4 | 5-04 | HMA Cl. 1/2 In. PG 64-22 | 170 | TON | \$ 115.00 | \$ 19,550.00 |
| B5 | 5-04 | HMA for Pavement Repair Cl. 1/2 In. PG 64-22 | 70 | TON | \$ 260.00 | \$ 18,200.00 |
| B6 | 7-05 | Adjust Manhole | 1 | EA | \$ 800.00 | \$ 800.00 |
| B7 | 8-22 | Paint Line | 1,080 | LF | \$.60 | \$ 648.00 |
| Total Schedule B: | | | | | \$ 65,878.00 | |

| BID SUMMARY | |
|-------------------|------------------------|
| Total Schedule A: | \$ 1,017,412.00 |
| Total Schedule B: | \$ 65,878.00 |
| BID TOTAL: | \$ 1,083,290.00 |

CONTRACT

THIS AGREEMENT, made in four (4) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Black Diamond, Washington, hereinafter called the Owner, and

Contractor Name

HEREINAFTER called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for the construction of **Roberts Drive Roadway Improvements**, in accordance with and as described in the Contract Documents, which shall include: plans, specifications, Addenda, the 2016 Washington State Department of Transportation *Standard Specifications for Road and Bridge Construction*, and all other documents submitted by the bidder in response to the City's bid, all of which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as specified in Section 1-08.9 of the 2016 WSDOT/APWA Standard Specifications for each and every working day said work remains uncompleted and after expiration of the specified time, as liquidated damages. 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 and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract by providing the City with a maintenance bond, in the form attached to the Bid Documents, except as may be modified by the plans, specifications, and/or contract documents.

- II. The City of Black Diamond, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- III. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.

IV. It is further provided that no liability shall attach to the City of Black Diamond, Washington, by reason of entering into this contract, except as expressly provided herein.

V. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the City until approved in writing by the Director of Public Works or a designate who is authorized to execute Change Orders.

COUNTERSIGNED:

this _____ day of _____, 20 ____

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

CONTRACTOR

CITY OF BLACK DIAMOND, WASHINGTON

Signature

Mayor

Printed

Title

Federal Tax ID No. _____

Attested:

CITY CLERK

Approved as to form:

CITY ATTORNEY