SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO:	C - 5
DATE:	August 14, 2008
SUBJECT:	Final Acceptance Date Ave Phase II Improvements: 1st to 3rd Avenue
CONTACT PERSON:	City Engineer Jon Stack

ISSUE: Final approval is needed to accept construction for Date Ave Phase II Street and Water Improvements between 1st and 3rd Streets.

SUMMARY:

The Date Street Phase II Water Line and Street Improvements were funded through the Water System Capital Improvement Fund for Schedule B and Snohomish County Community Development Block Grant Program for Schedule A. CDBG requires the City to formally accept the project when the work has been satisfactorily completed.

Mosbrucker Excavating has satisfactorily completed the work in accordance with the construction contract. The City has received the final Affidavit of Wages filed with Dept of Labor and Industries and submitted to CDBG for final approval.

Background:
Mosbrucker Excavating, Inc was Awarded the Contract for Date Ave Phase II Improvements in June 2007. The project consisted of the two schedules listed below:

Schedule A required contractor to furnish and install 350 ton of HMA (Hot Mix Asphalt) for patching and overlay, crushed surfacing, asphalt removal and disposal, primer, joint seal, asphalt cutting and incidental items of work. *Bid Amount $ 95,966.00*

Schedule B required the contractor to install 625 LF of 8-inch ductile iron pipe, two hydrants, valves, fittings, services and connections. These improvements replace the undersized asbestos-cement water main, adding new water services. *Bid Amount $ 96,221.06.*

Total Schedule A & B $192,187.06

FISCAL IMPACT:
Schedule A costs will be paid by CDBG Program.
Schedule B costs will be paid by the Water System Capital Improvement Fund

RECOMMENDATION:
Authorize the Mayor to accept construction for final approval and compliance for Date Avenue Phase II Water and Street Improvements between 1st and 3rd Streets.

Motion:
Requires two separate motions of acceptance one for each schedule.

1. Accept Final Approval of Schedule A funded by Community Development Block Grant CDBG in the amount not to exceed $101,359.60.

2. Accept Final Approval of Schedule B funded by the Water System Capital Improvement Fund in the amount not to exceed $ 96,780.92.

ATTACHMENTS:

A: Final Affidavit of Wages Paid Mosbrucker L& I
B: Contract
C: Schedule A
D: Schedule B

Council Action:

Date:

Attachment A

Affidavit of Wages Paid

Prevailing Wage Section
Department of Labor & Industries
PO Box 44540
Olympia, WA 98504-4540

Received: 05/22/2008

Affidavit Id: 175614

Status: Approved on 05/23/2008

COMPANY

Company Information: MOSBRUCKER EXCAVATING, INC
MOSBRI*235MW
600 189 531
License History 366,862-00
PO BOX 745
Industrial Insurance Premium Status BOTHELL, WA 98041
(425) 776-0808

Payment Type: Electronic

Company Signature: Electronic

PROJECT

Public Agency: SULTAN, CITY OF
P.O. BOX 1199
SULTAN, WA 98294

County: SNOHOMISH ***Multiple Counties?*** No

City: SULTAN

Project Name: DATE STREET IMPROVEMENTS PHASE II

Contract Number: F-2005 #8

Date Intent Filed: 08/27/2007

Bid Due Date: 05/21/2007

Award Date: 06/28/2007

Date Work Completed: 04/10/2008

Prime Contractor: MOSBRUCKER EXCAVATING, INC
MOSBRI*235MW
(425) 776-0808

Did Your Company Hire Subcontractors To Perform All Work? No

Did Your Company Hire Any Subcontractors? ***Yes***

$ Amount: $190,558.60

Number of Owners: 1

Filed by: Sheila Bowman

EMPLOYEES' WAGES

Journey Level Trades/Occupations

County	Trade	Occupation	Wage	Fringe	# Wor	Hou
SNOHOMI	LABORERS - UNDERGROUND SEWER & WATER	GENERAL LABORER	$26.26	$8.15	3	121

SNOHOMI	LABORERS - UNDERGROUND SEWER & WATER	PIPE LAYER	$26.74	$8.15	3	200.5
SNOHOMI	POWER EQUIPMENT OPERATORS	BACKHOES, (75 HP & UNDER)	$30.43	$11.50	1	112.5
SNOHOMI	POWER EQUIPMENT OPERATORS	LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	$30.85	$11.50	1	307
SNOHOMI	POWER EQUIPMENT OPERATORS	ROLLER, OTHER THAN PLANT ROAD MIX	$28.07	$11.50	1	80
SNOHOMI	TRUCK DRIVERS	DUMP TRUCK	$27.06	$11.98	1	8.25
SNOHOMI	TRUCK DRIVERS	OTHER TRUCKS	$27.64	$11.98	1	42.5

Apprentice Trades/Occupations

Attachment B

CONTRACT

THIS CONTRACT, made and entered into in triplicate, this 16th day of July, 2007, by and between the City of Sultan, hereinafter called the City, and

Mosbrucker Excavating, Inc. hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials and equipment for

Date Street Improvements, PhaseII, From 1st Street to 3rd Street;

Sultan Project No. 03-07; CDBG Project No. F- 2005 #8,

In accordance with and described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge and Municipal Construction and the Standard Drawings for Road, Bridge and Municipal Construction, Current Edition, published jointly by Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, 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 part thereof.

Work shall start within ten(10) Calendar days of the date specified in the Notice to Proceed and be completed in 90 calendar days.

If said work is not completed within the time specified, the Contractor agrees to pay to the City the sum as specified in Section 1-08.9 of the Current Standard Specification for Road, Bridge and Municipal Construction for each and every working day said work remains uncompleted 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, except such as are mentioned in the specifications to be furnished by the City.

II. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done 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 unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.

III. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

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

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

CONTRACTOR

Mosbrucker Excavating, Inc.
Federal ID# 91-0958254

By: Connie R Pearson

Title: Project Manager

CITY OF SULTAN

By: _____

Title: MAYOR PRO TEM

ATTEST: _____ City Clerk

Contract Amount: $ 192,187.06

Acknowledgement of Waiver of Contractor's Industrial insurance immunity. See Standard Specifications, ~~1-07.14~~ (Initial acknowledgement)

Owner _____ Date 7/16/07

Contractor Connie R Pearson 7-16-07 Date

MUST ACCOMPANY EACH BID

CD 2

Attachment C

BID SCHEDULE A

PAVING SCHEDULE

*SS-Standard Specifications
**SP-Special Provisions

ITEM WITH UNIT PRICED BID (Unit Price to be Written & Numbers)	Unit Price	TOTAL QUANT'Y	TOTAL AMOUNT DOLLAR/ CENTS
SP 8-21.5 Project Sign, per EACH Five Hundred Fifty	550.00	1 EA	550.00
SS 1-09.7 Mobilization, per Lump Sum Thirteen Thousand One Hundred Fifty Six		LS	13,156.00
SP 2-02.5 Remove/Replace Curb Section, Per Linear Foot Twenty Five	25.00	10 LF	250.00
SS 8-14.5 Cut Existing Concrete Sidewalk/Install ADA Ramp, per Each ~~Eighty Dollar~~ Four Hundred Eighty	480.00	1 EA	480.00
SP 2-02.5 Sawcut Pavement, per Linear Foot One Dollar	1.00	4,500 LF	4,500.00
SP 2-02.5 Remove and Dispose of Existing Asphalt Concrete Pavement, per Square Yard one dollar +40/00	1.40	1,100 SY	1,540.00
SP 5-04.5 Crushed Surfacing Top Course, per TON Eighteen Dollars	18.00	205 TON	3,690.00
SP 5-04.5 Asphalt Patch, per Square Yard Forty Two Dollars + 40/100	42.40	1,100 SY	46,640.00
SP 5-04.5 Asphalt Concrete Overlay, Class B, Modified, per Square Yard Twelve +40/100	12.40	1,900 SY	23,560.00

SS 8-01.5 Temporary Water Pollution/Erosion Sediment Control (TESC), per Lump Sum Sixteen Hundred +00/00		LS	1,600.00
SCHEDULE A, *TOTAL AMOUNT BID:* Ninety Five Thousand Nine Hundred Sixty Six +00/00			95,966.00/100

WORDS:		

NUMBERS:			

Attachment D

BID SCHEDULE B

WATERLINE SCHEDULE

*SS-Standard Specifications
**SP-Special Provisions

ITEM WITH UNIT PRICED BID (Unit Price to be Written in Work)	Unit Price	TOTAL QUANT'Y	TOTAL AMOUNT DOLLAR/ CTS
SS 7-09.5 8" Ductile Iron Pipe, per Linear Foot Sixty Three + 40/100	63.40	625 LF	39,625.00
SP 7-09.5 Connection, Station 0+57, per Lump Sum Three Thousand Thirteen + 00/00		LS	3,013.00
SP 7-09.5 Connection, Station 6+73, Detail A, per Lump Sum Five Thousand One Hundred One + 00/00	5,101.00	LS	5,101.00
SS 7-14.5 Fire Hydrant Assembly, incl. 6" run with GV, per each Four Thousand One Hundred + 00/00	4,100.00	2 EA	8,200.00
SP 7-14.5 Tees, 8"X6" Fl., per each Five Hundred Twenty Six + 00/00	526.00	2 EA	1052.00
SP 7-14.5(1) Tee, 8'X8" Fl., Station 2+70, per each Five Hundred Sixty Two + 00	562.00	1 EA	562.00
SS 7-15 Water Services, per each Fourteen Hundred Thirty + 00/00	1430.00	10 EA	14,300.00
SS 7-09.5 Trench Backfill and Pipe Bedding, per Ton Seventeen Dollars	17.00	990 Ton	16,830.00
SUBTOTAL			88,683.00
STATE SALES TAX, 8.5%			7,536.06

SCHEDULE B ***TOTAL AMOUNT BID:***			96,221.06

WORDS: Ninety Six Thousand Two Hundred Twenty One 06/100			
NUMBERS:			

Total Schedule B (including WA States Sales Tax): 96,221.06

Total Schedule A (not including WA State Sales Tax): 95,966.00

TOTAL BID, SCHEDULES A AND B (from above): 192,187.06