

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

DATE: February 12, 2009

ITEM: C - 9

SUBJECT: Final Approval of Oceanside Construction Sultan Basin Road Widening and Water Main and PRV Installation.

CONTACT PERSON: Jon Stack, City Engineer

Issue:

Final approval is needed from City Council in order to close the project and release final payment to the Contractor Oceanside Construction. City of Sultan Engineer Jon Stack has made a final inspection on both phases of the project and approved the construction

Staff Recommendation:

Have Council authorize final approval of the project so final payment can be made to Oceanside Construction.

Summary:

Request final acceptance and approval of Sultan Basin Road Widening and Water Main with PRV Installation by Contractor, Oceanside Construction. City of Sultan Engineer Jon Stack has made a final inspection on both phases of the project and approved the construction. Final contract pay quantities have been agreed on and copies are attached. City Clerk will be making final funding for release of retainage on final approval by City Council.

Background:

The Sultan Basin Road did not have the capacity for sidewalks until the development of the Timber Ridge Housing Project created a gap between the Timber Ridge Development and the relocated portion of Sultan Basin Road. This same project was originally bid in August 2007 but Bids received exceeded funds available for the project. All bids were rejected at that time by the city council. The initial project included installation of 370 Linear Feet (LF) of 12" waterline, a PRV Station and widening of 460 LF of Sultan Basin Road. A similar project was bid using soldier piles to widen the road bed in 2007. The 2008 re-bid project used Hilfiker Walls instead of Soldiers Poles and the same length of water line with a PRV Station. Bids were opened at City Hall on July 22, 2008 with Oceanside Construction chosen as low bidder to complete the project. The project started in September 2008 and was completed in December 2008.

Fiscal Impact:

\$600,000.00 was available in the 2008 Capital Budget to support the roadway, \$500,000.00 in the Transportation Capital Improvement Projects and \$100,000.00 in the Water System Capital Improvement Fund. Total Funds for this project are listed below. The Incentive Payment was money made available to limit road closure and/or keep the road open to residents in the area limiting the inconvenience of a detour route.

Schedule A	\$ 429,032.30
Schedule B	\$ 101,786.34
Incentive Payment	\$ 24,750.00
Total Payments:	\$ 555,568.64

Retainage Amount:	Schedule A	\$ 22,580.66
	Schedule B	\$ 4,946.20

Total Due Contractor:	\$ 27,526.86
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Recommended Action:

Two Council Motions are required.

1. Final Acceptance of Schedule A funded by the Transportation Capital Improvement Project Fund authorizing final payment of \$ 22,580.66
2. Final Acceptance of Schedule B funded from the Water System Capital Improvement Fund authorizing final payment of \$ 4,946.20.

Attachments:

Schedule(s) A & B Final Payment Summary

Council Action:

Date:

**CITY OF SULTAN
OCEANSIDE CONSTRUCTION
Schdule A - Sultan Basin Road Widening
Final Payment Summary- Release of Retainage**

ORIGINAL CONTRACT AMOUNT \$403,333.20
CHANGE ORDER AMOUNT \$0.00
TOTAL CONTRACT AMOUNT \$403,333.20

* No Sales Tax on Street Improvements/Repairs

February 4, 2009

TOTAL THIS REQUEST		TOTAL PRIOR REQUESTS		TOTAL TO DATE	
A ORIGINAL CONTRACT WORK	\$0.00	A ORIGINAL CONTRACT WORK	\$451,612.96	A ORIGINAL CONTRACT WORK	\$451,612.96
B CHANGE ORDER WORK	\$0.00	B CHANGE ORDER WORK	\$0.00	B CHANGE ORDER WORK	\$0.00
C TOTAL CONTRACT WORK	\$0.00	C TOTAL CONTRACT WORK	\$451,612.96	C TOTAL CONTRACT WORK	\$451,612.96
% OF TOTAL CONTRACT D WORK	0.00%	% OF TOTAL CONTRACT D WORK	111.97%	% OF TOTAL CONTRACT D WORK	111.97%
E SALES TAX (0.0%)	\$0.00	E SALES TAX (0.0%)	\$0.00	E SALES TAX (0.0%)	\$0.00
F RETAINAGE (5%)	\$22,580.66	F RETAINAGE (5%)	\$22,580.66	F RETAINAGE (5%)	\$22,580.66
		Incentive Payment	\$24,750.00	Incentive Payment	\$24,750.00
G TOTAL PAYMENTS	\$22,580.66	G TOTAL PAYMENTS	\$429,032.30	G TOTAL PAYMENTS	\$429,032.30
		Total Payments w/ Incentive	\$453,782.30	Total Payments w/Incentive	\$453,782.30

COMMENTS/CONDITONS:

FINAL ACCEPTANCE OF THE WORK BY THE OWNER: The final amount to be paid the Contractor will be calculated based upon a final progress estimate made by the City Engineer. Acceptance of the final payment shall operate as a release:

1. To the Owner of all claims and all liabilities of the Contractor, other than claims in stated amounts as may be specifically excepted in writing by the Contractor.
2. For all things done or furnished in connection with the work.
3. For every act and neglect by the Owner; and
4. For all other claims and liability relating to or arising out of the work.

APPROVED FOR PAYMENT:

City Engineer

Contractor

Date

**CITY OF SULTAN
OCEANSIDE CONSTRUCTION
Schdule B - Sultan Basin Road Widening w/ Watermain and PRV Installation
Final Payment Summary-Release of Retainage**

ORIGINAL CONTRACT AMOUNT \$106,500.00
CHANGE ORDER AMOUNT \$0.00
TOTAL CONTRACT AMOUNT \$106,500.00

February 3, 2009

TOTAL THIS REQUEST		TOTAL PRIOR REQUESTS		TOTAL TO DATE				
A	ORIGINAL CONTRACT WORK	\$0.00	A	ORIGINAL CONTRACT WORK	\$98,924.00	A	ORIGINAL CONTRACT WORK	\$98,924.00
B	CHANGE ORDER WORK	\$0.00	B	CHANGE ORDER WORK	\$0.00	B	CHANGE ORDER WORK	\$0.00
C	TOTAL CONTRACT WORK	\$0.00	C	TOTAL CONTRACT WORK	\$98,924.00	C	TOTAL CONTRACT WORK	\$98,924.00
D	% OF TOTAL CONTRACT WORK	100.00%	D	% OF TOTAL CONTRACT WORK	92.89%	D	% OF TOTAL CONTRACT WORK	92.89%
E	SALES TAX (8.5%)	\$0.00	E	SALES TAX (8.5%)	\$8,408.54	E	SALES TAX (8.5%)	\$8,408.54
F	RETAINAGE (5%)	\$4,946.20	F	RETAINAGE (5%)	\$4,946.20	F	RETAINAGE (5%)	\$4,946.20
G	TOTAL PAYMENTS	\$4,946.20	G	TOTAL PAYMENTS	\$101,786.34	G	TOTAL PAYMENTS	\$101,786.34

Comments/Conditions:

FINAL ACCEPTANCE OF THE WORK BY THE OWNER: The final amount to be paid the Contractor will be calculated based upon a final progress estimate made by the City Engineer. Acceptance of the final payment shall operate as a release:

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- 2 For all things done or furnished in connection with the work.
- 3 For every act and neglect by the Owner; and
- 4 For all other claims and liability relating to or arising out of the work.

APPROVED FOR PAYMENT:

City Engineer

Contractor

Date