

Agenda Bill

City Council Regular Meeting

May 05, 2020



SUBJECT:	Bid Award: Big Rock Park Site B - Phase I Improvements	
DATE SUBMITTED:	April 27, 2020	
DEPARTMENT:	Parks, Recreation & Facilities	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a construction contract for Phase I Improvements at Big Rock Park Site B in an amount not to exceed \$3,431,000.	
EXHIBITS:	1. Exhibit 1 - Bid Tab 2. Exhibit 2 - Construction Contract 3. Exhibit 3 - Final Design	
BUDGET:		
Total dollar amount	\$3,431,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Parks Capital Improvement Fund	<input checked="" type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the City Council authorize the City Manager to execute a construction contract with the lowest responsive and responsible bidder for Phase I Improvements at Big Rock Park Site B?

KEY FACTS AND INFORMATION SUMMARY:

Summary:
This is a construction contract for Phase I Improvements at Big Rock Park Site B. This project will construct all necessary improvements to open the park to the public. These include approximately 300 lineal feet of street frontage improvements, a large turn-around for EVA/Fire access, construction of a 12-stall parking lot, improvements associated with the pre-fabricated restroom installation, extensive

septic, utility, and stormwater infrastructure, and pedestrian circulation. Additive alternate work includes electrical upgrades to the tree house, and ADA access to the existing tree house and Reard House.

Work includes the demolition of existing structures, roadway construction, a new parking lot, cement concrete curb and gutter, cement concrete sidewalk, fencing, foundation for a pre-fabricated restroom, sewage system, drainage improvements, electrical system installation, franchise utility coordination, site grading, irrigation, landscaping, channelization, traffic control, permanent signing, and coordination with the restroom building contractor.

The project was advertised for bid on February 4, 2020. Bids were opened on March 4, 2020 and a total of two bids were received. The responsible bidder was determined by the lowest total bid (sum of all bid schedules). Active Construction, Inc. submitted a bid for \$2,566,334.87 which is higher than the Engineer's Estimate of \$1.9 million. Staff evaluated the bids and Active Construction, Inc. was identified as the lowest responsive and responsible bidder.

Bid Schedule Overview

- **Schedule A – 220th Ave SE and 221st Ave SE Roadway Improvements:** right-of-way improvements on 220th Ave SE include construction of a new paved half street, including grading, drainage, sidewalk, lighting, and landscaping. 221st Ave SE improvements will include pavement striping for 3 parallel parking stalls and a turnaround within the right-of-way.
- **Schedule B – Big Rock Park Site B Improvements:** park improvements include a paved parking lot and entry drive, pedestrian circulation, a pre-fabricated restroom, sewage system, drainage improvements, electrical system installation, fencing, tree house security improvements, irrigation, landscaping, and site furnishings.
- **Schedule C – Franchise Utility Items:** construction coordination with Puget Sound Energy and Comcast. Work will also include installing infrastructure for Comcast underground service.
- **Schedule D – Alternate 1, Tree House Ramp Improvements:** construction of an accessible ramp to the existing tree house, with gate, and electrical conduit for wiring.
- **Schedule E – Alternate 2, Tree House Electrical and Electronic Lock Upgrades:** work under this schedule is contingent on approval of Schedule D; includes extending electrical wiring to the existing tree house and gate to allow for remote locking.
- **Schedule F – Alternate 3, Reard House Ramp and Deck:** construction of an accessible ramp with lighting, stairs, and deck to the historic house.

Overview of the Project Bid:

The bid included a total of six schedules as noted in the attached bid tab and in the table below:

Schedule A - 220th Ave SE and 221st Ave SE Roadway Improvements	\$	274,651.25
Schedule B - Big Rock Park Site B Improvements	\$	1,654,948.75
Schedule C - Franchise Utility Connections	\$	4,400.00
Schedule D - Alternate 1, Tree House Improvements	\$	275,000.00
Schedule E - Alternate 2, Tree House Electrical	\$	14,000.00
Schedule F - Alternate 3, Rear House Ramp and Deck	\$	135,000.00
Washington State Sales Tax (Schedules B - F Only)*	\$	208,334.87
TOTAL BID AMOUNT		\$ 2,566,334.87

**Work in the Right of Way is not subject to WSST.*

Staff Recommendation:

Staff acknowledge that the bids are higher than the Engineer's Estimate, but recommend that City Council award Schedules A-C at a minimum and authorize the construction contract for the following reasons:

- The property was transferred to the City in 2017 and has been closed to the public since that time. Without these improvements, the property is likely to remain closed to the public.
- The City has committed to the Sammamish Heritage Society (SHS) an in-kind grant match for utility improvements for the kitchen addition grant they recently received. This includes stub outs for water, septic, and electrical that are included in Schedule B.
- The existing tree house is currently only accessible via stairs. Although the City has an opportunity to provide universal access to this amenity, it is not required because the structure was built prior to property transfer. Due to cost, staff are recommending this schedule be deferred to a subsequent phase or omitted.
- While providing ADA access to the Rear House is part of SHS's grant requirements, this schedule can be completed independently at a later date when the addition to the house is complete and outstanding reconstruction work is near completion.
- Reference checks for the low bidder, ACI, are very positive. It is unclear that re-bidding the project at a later date will bring down the price and it will cause us to lose the construction window for this year.

Project Timeline:

- Feasibility: Summer - Fall 2018 (Complete)
- Design, Construction Documents & Permitting: Fall 2018 – Winter 2019 (Complete)
- Bidding & Council Award: February - May 2020
- Construction: May - December 2020

Project Background:

City staff introduced the preliminary design and associated costs for Phase I Improvements at the [October 01, 2018 City Council Study Session](#). The intent of this meeting was to brief City Council on the findings of the Feasibility Study, receive direction on optional amenities that Council could elect to include or exclude from the project scope, and inform City Council of anticipated costs for all project components. At this meeting, the total anticipated project costs were \$3,831,200.

Based on feedback from City Council on the inclusion of a selection of optional amenities, staff revised project costs and presented updated costs with the planning and design services contract for Phase I Improvements at the [November 20, 2018 City Council Regular Meeting](#). Revised anticipated costs were reduced to \$3,384,200, which was about half a million less than previously projected. City Council authorized the City Manager to execute a contract for planning and design services for Phase I Improvements but did not allocate additional funds for the construction of this project.

Staff were required to obtain a total of 17 permits as part of this first phase of development. This phase will open the 20-acre park, provide parking, and may provide ADA access to the Reard House and the tree house. Currently, the primary access is provided from the south via 220th Ave SE which will be converted to a half-street and serve as the only vehicular entrance to Site B. Internal to the site, a roundabout is required to support the Emergency Vehicle/Fire access for the Reard House. A 12-stall parking lot is proposed on-site to support the Reard House and park users. The project will also provide three parallel parking spots within the 221st Ave SE right-of-way to serve a minor pedestrian-only trail entrance. A second pedestrian-only entrance will be provided between Big Rock Park Site A and B.

Pre-fabricated Restroom

City Council authorized the City Manager to execute a contract with the Public Restroom Company at the [July 16, 2019 City Council Regular Meeting](#) for the manufacturing, shipping, and installation of a pre-fabricated restroom. Approval to purchase the restroom last summer was needed to ensure the building would be permitted, manufactured and available for installation prior to the anticipated start date of construction for phase I improvements. The building includes two accessible unisex restrooms, each equipped with one toilet, one urinal and one baby changing station. This company also furnished and installed the pre-fabricated restroom at Sammamish Landing Park.

Trail Restoration

The maintenance crew has completed trail restoration work that is outside the limit of work and excluded from the contractor's scope of work. This work included decommissioning a portion of trails that were identified as being removed in the master plan, restoring and resurfacing the remaining trail network, and installing a trail connection point between Site A and B. Trail restoration work was necessary to complete prior to park opening.

FINANCIAL IMPACT:

The total project costs include construction costs, applicable taxes, utility connection fees, contingencies and soft costs. Although the project costs exceed the current budget, there are sufficient funds within the Parks Capital Improvement Fund from the Parks Capital Contingency Reserve and in the ending fund balance to support the proposed project. For example, a total of \$1,675,000 is available from the East Sammamish Park Playground and Parking Improvements Project, which has been placed on hold because of the Margaret Mead Elementary School rebuild.

The following tables outline available funds from the Parks Capital Improvement Fund, total project costs if all schedules are awarded, and total project costs per staff's recommendation.

Project Funding

2019-20 Parks CIP budget for Phase I Improvements	\$	2,200,000.00
2020 Parks Capital Contingency Reserve	\$	1,065,000.00
2020 Parks CIP budget for Reard House Ramp	\$	150,000.00
Total Project Funds	\$	3,415,000.00

Project Costs - All Schedules

Construction Costs (All Schedules, A - F)	\$	2,358,000.00
Washington State Sales Tax (Schedules B - F)	\$	208,334.87
Construction Contingency	\$	240,000.00
Survey, Site Studies, Design & Engineering Fees	\$	354,301.00
Construction Management, Special Inspections	\$	311,000.00
Sammamish Plateau Water & Sewer District (Estimated)	\$	150,000.00
Puget Sound Energy Connection Fees (Estimated)	\$	25,000.00
Pre-fabricated Restroom Contract	\$	240,000.00
Misc. Site Furnishings & Signage	\$	50,000.00
Total Estimated Project Costs	\$	3,936,635.87
Project Funding	\$	3,415,000.00
Outstanding Balance	\$	(521,635.87)

**Contract for Construction Management services with KPG Interdisciplinary Design is submitted as a separate agenda bill and is contingent upon the bid award.*

Project Costs - Staff Recommendation

Construction Costs (Schedules A - C)	\$	1,917,406.51
Washington State Sales Tax (Schedules B & C)	\$	182,528.36
Construction Contingency	\$	200,000.00
Survey, Site Studies, Design & Engineering Fees	\$	354,301.00
Construction Management, Special Inspections	\$	311,000.00
Sammamish Plateau Water & Sewer District (Estimated)	\$	150,000.00
Puget Sound Energy Connection Fees (Estimated)	\$	25,000.00
Pre-fabricated Restroom Contract	\$	240,000.00
Misc. Site Furnishings & Signage	\$	50,000.00
Total Estimated Project Costs	\$	3,430,235.87
Project Funding	\$	3,265,000.00
Outstanding Balance	\$	(165,235.87)

Misc. Site Furnishings & Signage

A selection of site furnishings and all site signage is excluded from the contractor's scope of work. This will be completed internally by the City's maintenance crew and park planning staff. Examples of this include kiosks with entry maps, trail-side signage to navigate the extensive trail network, interpretive

and park rule signage, and rule signage required by Eastside Fire & Rescue for the Reard House and Tree house.

OTHER ALTERNATIVES CONSIDERED:

Alternative #1 - City Council may choose to award a different selection of alternate schedules.

Alternative #2 - City Council may choose not to award the construction contract and postpone Phase I Improvements. The park will remain closed to the public until the required improvements are completed. The costs for these required improvements will continue to increase annually by approximately 5%. Costs will continue to be incurred for maintenance to site amenities such as the treehouse.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Work under this contract is outlined in the following documents:

- [Big Rock Park Master Plan](#), adopted by City Council in July 2014
- [Parks & Recreation Open Space \(PRO\) Plan](#), adopted by City Council in February 2018



801 228th Ave SE
 Sammamish, WA 98075
www.sammamish.us

BID OPENING
 Parks, Recreation & Facilities Department

Big Rock Park Site B – Phase I Improvements

March 4, 2020
 2:00 P.M. (Local Time)

BIDDER	SIGNED PROPOSAL	ADDENDUM ACKNOWLEDGED	STATEMENT OF BIDDERS	BID BOND	RESPONSIBLE BIDDER CRITERIA	NON-COLLUSION AFFIDAVIT	MINIMUM WAGE FORM	SCHEDULE A: Right of Way	SCHEDULE B*: Park Improvements	SCHEDULE C*: Franchise Utility Items	SCHEDULE D*: Tree House Ramp Improvements	SCHEDULE E*: Tree House Electrical & Electronic Lock Upgrades	SCHEDULE F*: Reard House Ramps & Deck	TOTAL FOR ALL SCHEDULES:
ACTIVE CONSTRUCTION, INC.	X	X	X	X	X	X	X	\$274,651.25	\$1,820,443.62	\$4,840	\$302,500	\$15,400	\$148,500	\$2,566,334.87
A1 LANDSCAPING & CONSTRUCTION	X	X	X	X	X	X	X	\$443,867	\$2,159,649.80	\$6,490	\$37,950	\$20,900	\$160,270	\$2,829,126.80

**Bid Amount includes Washington State Sales Tax.*

Lowest Responsive and Responsible Bidder: Active Construction, Inc.

Construction Allowance: Engineer's Estimate \$1.9M

A contract will be awarded, if at all, based on the lowest responsible bidder for the **Total Bid Price** for all schedules. Bid alternative schedules may or may not be awarded. Award date anticipated **May 5, 2020**.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2020 by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" and Active Construction, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

- 1) The Contractor shall within the time stipulated, (to-wit: within one hundred twenty [120] working days from date of commencement hereof as required by the Contract, of which this agreement is a component part) perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project, **Big Rock Park – Site B Phase I Improvements** for the construction of improvements including demolition, site grading, HMA parking lot, road pavement, traffic control, cement concrete sidewalk and trail, cement concrete curb and gutter, foundation for a pre-fabricated restroom building, construction of garden fencing, split rail fencing, chain link fencing, mulch trail, gravel trail, permanent signing, onsite sewage system and drainage improvements, franchise utility coordination, Illumination and electrical system installation, channelization, deck and access ramps to existing historic Reard House and to existing tree house, coordination with restroom building contractor, other underground utilities, landscaping, irrigation, and associated work all in accordance with the attached Contract Plans, Special Provisions, and Standard Specifications.

All the foregoing shall be timely performed, furnished, constructed, installed and completed in strict conformity with the plans **and** specifications, including any and all addenda issued by the City and all other documents hereinafter enumerated, and in full compliance with all applicable codes, ordinances and regulations of the City of Sammamish and any other governmental authority having jurisdiction thereover. It is further agreed and stipulated that all of said labor, materials, appliances, machines, tools, equipment and services shall be furnished and the construction installation performed and completed to the satisfaction and the approval of the City's Public Works Director as being in such conformity with the plans, specifications and all requirements of or arising under the Contract.

- 2) The aforesaid Contract, entered into by the acceptance of the Contractor's bid and signing of this agreement, consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.
 - a) This Agreement
 - b) Instruction to Bidders
 - c) Project Proposal
 - d) Specifications
 - e) Maps and Plans
 - f) Bid
 - g) Advertisement for Bids

- h) Special Provisions, if any
- i) Addenda, if any

All documents required under this Agreement, including but not limited to:

- j) Documentation evidencing insurance,
 - k) Copy of Contractor's state contractor license and UBI number
 - l) Copy of Contractor's business license
 - m) Employment Security Dept #, if applicable
 - n) State Excise Tax Registration, if applicable
 - o) Industrial Insurance coverage, if applicable
 - p) Proof of required Prevailing Wage/Public Works Training (per RCW 39.04.350 effective 7/1/2019 or proof of exemption)
 - q) and all modifications or changes issued pursuant to the Contract Documents.
- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within fifteen (15) days after the serving upon it of such notice of termination does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract to be performed hereunder, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity upon, on or about the premises worked upon or in any way relating to this Contract. This hold harmless and indemnification provision shall likewise apply for or on account of any patented or unpatented

invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract.

In the event the City shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold the City harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by City in the enforcement of any of the covenants, provisions and agreements hereunder.

- 6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by its duly authorized representative of such party. Any such notice as heretofore specified shall be given by personal delivery thereof or by depositing same in the United States mail, postage prepaid, certified or registered mail.
- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than 120 working days from the date of commencement. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2018 WSDOT Standard Specifications, Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor.
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.
- 10) Performance During COVID-19 (Corona Virus).

This Agreement's effective date follows the Governor's February 29, 2020, declaration of a statewide emergency due to the spread of coronavirus. This Agreement also follows the President's March 1, 2020, declaration of a federal emergency due to coronavirus. The President and the Governor have continued to issue additional orders limiting public gatherings and closing many businesses. The parties to this Agreement are without information as to when this federal and statewide emergency will end and acknowledge that it may continue for months into the future. The parties further acknowledge that the impacts of this federal and statewide emergency may create staffing shortages, supply-chain shortages and delays, as well as shortages and/or delays not reasonably contemplated by the parties on the effective date of this Agreement. In order to address performance uncertainties created by the emergency, the parties agree as follows:

A. During the term of this Agreement, Contractor will submit written notice to the City of any schedule or performance delays related to the declarations of emergency issued by the Governor and/or the President, including any updates or revisions issued after execution of this Agreement, as soon as Contractor is reasonably aware of such schedule or performance delays. As soon as is practicable under the circumstances, the City and Contractor will meet to discuss possible revisions to this Agreement, including contractor-initiated requests for additional time and other revisions to performance milestones and to the Scope of Work. Upon reaching agreement to such revisions, the revisions will be formalized in writing by amendment(s) to this Agreement.

B. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 10.A, above, the parties will comply with the dispute resolution requirements set forth in the project specifications.

C. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 10.A, above, and if Contractor refuses to participate in alternative dispute resolution required by Subsection 10.B, above, the City will have the legal authority to terminate the Agreement pursuant to Section 3 above. If the City should so terminate, it shall be entitled to damages for breach of contract.

11) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.

12) The total amount of this contract is the sum of _____
Numbers

_____ written words

which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

IN WITNESS WHEREOF, the City has caused these presents to be signed by its City Manager and attested by its City Attorney and the Contractor has hereunto set his hand and seal the day and year first above-written.

CONTRACTOR

CITY OF SAMMAMISH

President/Partner/Owner

City Manager

ATTEST

Secretary

City Attorney

Firm Name

check one

Individual Partnership Corporation Incorporated in _____

Attention:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the contract, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.

If business is a PARTNERSHIP, full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the contract.

If business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.



Exhibit 3 - Site B Final Design