



DAYTON CITY COUNCIL
111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
SPECIAL MEETING
Monday, May 23, 2016
6:00 p.m.
Craig George, Mayor

1. CALL TO ORDER
 - A. Roll Call
2. NEW BUSINESS
 - A. ACTION: Award Dayton's N. Front Street Overlay/Water Drainline Replacement Project to Humbert Asphalt, Inc. subject to concurrence from the Transportation Improvement Board not to exceed \$287,727
 - B. ACTION: Authorize Transportation Improvement Board Consultant Supplement Agreement (No. 1) to allow Anderson Perry & Associates, Inc. to provide construction engineering services not to exceed \$54,000
3. FINAL PUBLIC COMMENT
4. ADJOURN



2(A)

Trina Cole <trina@daytonwa.com>

Front Street bid and award

1 message

Howard Boggs <hboggs@andersonperry.com>

Thu, May 19, 2016 at 2:34 PM

To: "Trina Cole (cityclerk@daytonwa.com)" <cityclerk@daytonwa.com>

Cc: Jason Reece <jreece@andersonperry.com>, James Costello <jcostello@daytonwa.com>

Hi Trina,

We completed our review of the bids and the low bidder for the Front Street Project. The low bidder was Humbert Asphalt Inc. from Milton Freewater OR. The total bid was \$287,726.91. The TIB portion (schedule A) was bid at \$217,108.67. The City/drain line portion (schedule B) was bid at \$70,618.24. Both schedules were bid under the estimate and within the project budgets. A copy of the bid tabulation was emailed to you earlier today when you were copied on an email to TIB. Humbert Asphalt has operated in this area for many years and this is the type of work they concentrate on. They are licensed in Washington and are they are not on a "contractor not allowed to bid" list. Given the above, we recommend the council award the project to Humbert Asphalt Inc. subject to concurrence from TIB. TIB needs the bid tabulations (already provided) and the updated cost estimate form signed by AP and the City (Jason completed, signed and emailed the form to you earlier today). Chris Workman indicated that they will look at the paper work on Monday when they get back in the office.

Once the award is approved, I will prepare the notice of award and forward it to the contractor along with the agreement and instructions on them providing bonds and proof of insurance.



Howard Boggs
Technical Manager
Anderson Perry & Associates, Inc.
214 E. Birch Street/P.O. Box 1687
Walla Walla, WA 99362
509-529-9260 office
509-529-8102 fax
509-386-6207 cell

Web Facebook

Anderson Perry & Associates, Inc.
 PO Box 1687
 Walla Walla, WA 99362

BID TABULATION
City of Dayton, Washington
Front Street Overlay

Owner: City of Dayton
 111 South First Street
 Dayton, WA 99328

Bid Opening: 10:00 a.m., May 18, 2016		Engineer's Estimate		Humbert Asphalt, Inc. 1/2		Inland Asphalt Company 2/2	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
SCHEDULE B - STORM DRAIN							
B1	Mobilization/Demobilization	LS	All Req'd	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
B2	Potholing All Connections and Known Utility Crossings	LS	All Req'd	3,000.00	3,000.00	1,584.00	1,584.00
B3	Additional Potholing	HR	5	200.00	1,000.00	193.00	965.00
B4	Catch Basin, 24-In. Diam.	EA	10	1,100.00	11,000.00	1,313.10	13,131.00
B5	Connect to Existing Manhole	EA	1	600.00	600.00	184.00	184.00
B6	Solid Wall PVC Storm Sewer Pipe, 12-In. Diam.	LF	980	40.00	39,200.00	41.70	40,866.00
B7	D.I. Stormwater Pipe, 12-In. Diam.	LF	40	100.00	4,000.00	61.03	2,441.20
B8	Solid Wall PVC Storm Sewer Pipe, 8-In. Diam.	LF	100	30.00	3,000.00	52.17	5,217.00
B9	Flap Valve, 12-In. Diam.	EA	1	1,000.00	1,000.00	1,251.00	1,251.00
B10	Repair Unmarked Water Service Lines	EA	5	500.00	2,500.00	88.00	440.00
B11	Repair Unmarked Sewer Service Lines	EA	3	300.00	900.00	66.00	198.00
B12	Cap Existing Storm Drain Pipe	EA	8	100.00	800.00	100.38	803.04
B13	Trench Excavation Safety System	LS	All Req'd	1,000.00	1,000.00	330.00	330.00
B14	Asphalt Pavement Removal in Dayton Avenue	SY	30	15.00	450.00	10.63	318.90
B15	Asphalt Surface Restoration in Dayton Avenue	SY	30	55.00	1,650.00	62.97	1,889.10
Schedule B Total					\$75,100.00		\$70,618.24
TOTAL BID (SCHEDULE A + SCHEDULE B)					\$299,475.00		\$287,726.91
Total Shown on Bid Schedule					N/A		\$354,800.00
Difference					N/A		\$0.00

BID TABULATION
City of Dayton, Washington
Front Street Overlay

Bid Opening: 10:00 a.m., May 18, 2016		Engineer's Estimate			Humbert Asphalt, Inc.		Inland Asphalt Company		
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
SCHEDULE A - STREET									
A1	Mobilization/Demobilization	LS	All Req'd	\$12,000.00	\$12,000.00	\$11,891.00	\$11,891.00	\$20,000.00	\$20,000.00
A2	Asphalt Pavement Removal in New Trench Areas	SY	230	15.00	3450.00	13.99	3,217.70	40.00	9,200.00
A3	Tree Removal	EA	1	1,200.00	1200.00	1,518.00	1,518.00	3,000.00	3,000.00
A4	Project Temporary Traffic Control	LS	All Req'd	5,000.00	5000.00	2,398.00	2,398.00	10,000.00	10,000.00
A5	Removal of Conc. Traffic Curb and Gutter	LF	80	5.00	400.00	9.63	770.40	30.00	2,400.00
A6	Removal of Conc. Sidewalk	SY	280	10.00	2800.00	8.96	2,508.80	30.00	8,400.00
A7	Roadway Preparation	LS	All Req'd	4,000.00	4000.00	1,826.00	1,826.00	12,000.00	12,000.00
A8	Commercial HMA Cl. 3/8 In. PG 64-28 for Prelevel, 1 1/2-In. Thick	TON	680	100.00	68000.00	95.52	64,953.60	88.00	59,840.00
A9	Commercial HMA Cl. 1/2 In. PG 64-28, 2-In. Thick	TON	750	95.00	71250.00	84.41	63,307.50	86.00	64,500.00
A10	Asphalt Surface Restoration Over Utility Trench	SY	600	35.00	21000.00	40.95	24,570.00	25.00	15,000.00
A11	Cement Conc. Traffic Curb and Gutter	LF	80	30.00	2400.00	36.49	2,919.20	35.00	2,800.00
A12	Adjust Existing Water Valve Box	EA	21	300.00	6300.00	146.67	3,080.07	1,500.00	31,500.00
A13	Adjust Existing Manhole	EA	4	500.00	2000.00	321.75	1,287.00	1,500.00	6,000.00
A14	Protect and Repair Existing Irrigation System	EA	3	200.00	600.00	198.00	594.00	500.00	1,500.00
A15	Sod Installation, Incl. Topsoil	SY	150	15.00	2250.00	27.06	4,059.00	10.00	1,500.00
A16	Gravel Surface Restoration	TON	100	15.00	1500.00	37.68	3,768.00	30.00	3,000.00
A17	Erosion/Water Pollution Control	LS	All Req'd	1,500.00	1500.00	374.00	374.00	2,500.00	2,500.00
A18	Cement Conc. Sidewalk, 4-In. Thick	SY	250	45.00	11250.00	54.96	13,740.00	65.00	16,250.00
A19	Cement Conc. Sidewalk, 6-In. Thick	SY	25	55.00	1375.00	83.84	2,096.00	50.00	1,250.00
A20	Cement Conc. Sidewalk, Monolithic	SY	10	60.00	600.00	113.20	1,132.00	80.00	800.00
A21	Detectable Warning Surface	SF	140	30.00	4200.00	26.11	3,655.40	20.00	2,800.00
A22	Pavement Marking	LS	All Req'd	800.00	800.00	3,300.00	3,300.00	2,500.00	2,500.00
A23	SPCC Plan	LS	All Req'd	500.00	500.00	143.00	143.00	1,500.00	1,500.00
Schedule A Total					\$224,375.00		\$217,108.67		\$278,240.00



Transportation Improvement Board
Updated Cost Estimate

Form generated on 18 May 2016

Agency **DAYTON**
 TIB Project No **2-E-924(004)-1**
 Project Name **FY 2017 Overlay Project - Multiple Locations**

BID OPENING
 Submit form PRIOR to award of contract

Current TIB Commitment
 \$ **262,260**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
Phase Total		Phase Total		
		Total Project Cost		

Include a cost breakdown for Construction Other

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
			0		
Total Eligible Project Cost					

Include a cost breakdown of Other Noneligible costs

Change in Eligible Total Project Cost(Total Eligible Project Cost - Previous Phase Eligible Cost)

Calculated Total TIB funds

Requested Change

Requested Total TIB funds

Enter explanation for the change in Total Project Cost in the space below

Based on the cost information shown above, the agency requests no TIB fund change at this time

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	262,260	262,260
DAYTON	19,740	
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$282,000	\$262,260

REQUIRED ATTACHMENTS ▶ Submit BID TABULATIONS with Updated Cost Estimate

AGENCY OFFICIAL
 By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

 Printed or Typed Name

 Title

 Signature & Date

REGISTERED ENGINEER
 I certify the bid tabulations are accurate and correct.

 Printed or Typed Name

 Signature & Date

2(8)



Transportation Improvement Board

Consultant Supplemental Agreement (No. 1)

Agency City of Dayton Project Number 2-E-924(004)-1

Project Name Front Street Overlay
(FY 2017 Overlay Project – Multiple Locations)

Consulting Firm **Anderson Perry & Associates, Inc.**

Supplement Phase Supplement for Design Phase
(to add construction engineering)

The Local Agency of the **City of Dayton** desires to supplement the agreement entered into with **Anderson Perry & Associates, Inc.** and executed on January 13, 2016.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include:

Construction engineering services as described in the attached Exhibit B-1 and subconsultant testing services as described in the attached Exhibit G-1.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE December 31, 2016 (unchanged)

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE \$54,000

EXHIBIT A			
	Original Agreement	Supplement No. 1	Total
Direct Salary Cost		7,493.00	
Overhead (including Payroll Additives)		13,635.01	
Direct Non-Salary Costs		1,749.44	
Fixed Fee		2,622.55	
Subconsultant		2,500.00	
Total	\$26,000.00	\$28,000.00	\$54,000.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature	Date

EXHIBIT B-1 Scope of Work

Project No. 2-E-924(004)-1

Describe the Scope of Work

The work consists of providing construction administration, project observation, staking, testing, and other related services during the construction phase of the project. The work shall include the following:

1. The ENGINEER shall assist the OWNER with the Award of the Construction Contract and then meet with the contractors and the OWNER in a Preconstruction Conference to discuss project schedules, procedures, state requirements, EEO, traffic control, and other project-related items. A written record of these meetings will be kept and distributed.
2. The ENGINEER shall keep the OWNER informed concerning progress of the work and will attend meetings held by the OWNER, regulating agencies, and contractor as they relate to the project. The ENGINEER will also assist the OWNER in responding to contractor requests and resolving problems as required.
3. The ENGINEER shall assist the OWNER with coordination with other agencies, funding paperwork, and other processing and documentation as required and as requested by the OWNER.
4. The ENGINEER shall provide general office engineering services including review of contractor submittals. Contractor submittals are anticipated to include material source approvals, certification of subcontractors, payrolls, shop drawings, and other items as required by the construction contract.
5. The ENGINEER shall provide general engineering review of the work of the contractor as construction progresses. The ENGINEER shall provide a Project Representative on site as appropriate to review the work. The ENGINEER shall also provide surveying for construction staking outlined in the Special Provisions. The ENGINEER shall keep the OWNER informed as to any known deviations from the Contract Documents or agreements made at the Preconstruction Conference. Copies of Project Observation Reports will be sent to the OWNER and the contractor. The ENGINEER shall interpret the intent of the Drawings and Specifications. The ENGINEER's undertaking hereunder shall not relieve the contractor of his/her obligations to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
6. The ENGINEER shall provide testing services as the work progresses to monitor the contractor's compliance with the Contract Documents. Such tests may include soils gradation and compaction tests, concrete tests, asphalt compaction and sample tests, etc. The test procedures shall be as outlined in the WSDOT Construction Manual and the Specifications. The testing provided by the ENGINEER will not replace the contractor's Quality Control Program. (This service will be provided by a subconsultant.)
7. The ENGINEER shall review the contractor's requests for progress payments and, based upon on-site observation and measurement and payment records, advise the OWNER as to the ENGINEER's opinion of the extent of the work completed in accordance with the terms of the construction contract as of the date of the contractor's payment request. The review of the progress payment request by the ENGINEER shall not represent that he/she has made any investigation to determine the uses made by the contractor of sums paid to the contractor.
8. The ENGINEER shall prepare Change Orders for the OWNER's approval that are necessary for the proper completion of the work by the contractor. Measurement of the Change Order quantities shall be as outlined in the Specifications and Change Order.
9. The ENGINEER shall provide the OWNER with Record Drawings. Such drawings will be based on information provided by the OWNER, engineering representative, and the contractor. It is recognized that these drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
10. The ENGINEER shall make final inspections for the OWNER of all construction and provide a written statement of his/her final inspection to the OWNER and applicable state agencies.

NOTE: The Scope of Work and the Construction Engineering Cost Estimate are based on a construction period of 30 working days.

CLARIFICATION: Review of construction for the drain line work will be paid for separately by the OWNER.

Documents to be Furnished by the Consultant

Observation reports, test results, Record Drawings, and related construction paperwork.

EXHIBIT C-2
Payment
(Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANTs actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANTs cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANTs books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANTs profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.

EXHIBIT D-1
Consultant Fee Determination Summary Sheet
 (Cost Plus Fixed Fee)

Prepared by Wm. Howard Boggs				Date May 4, 2016	
Project Front Street Overlay					
Direct Salary Cost (DSC)					
Classification	Man Hours	x	Rate	=	Cost
Project Manager Senior Technician VII	35	x	\$43-\$45; Average \$44	=	\$1,540.00
Project Representative	175	x	\$29-\$31; Average \$30	=	\$5,250.00
Staff Engineer II-III	10	x	\$26-\$30; Average \$28	=	\$280.00
Professional Surveyor III-V	2	x	\$32-\$35; Average \$34	=	\$68.00
Survey Crew Chief IV	5	x	\$22-\$24; Average \$23	=	\$115.00
Survey Technician II-III	5	x	\$20-\$22; Average \$21	=	\$105.00
Drafter Senior Technician III-IV	5	x	\$25-\$29; Average \$27	=	\$135.00
TOTAL DSC					\$7,493.00
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or <u>181.97% x \$7,493.00</u>					\$13,635.01
FIXED FEE (FF)					
FF Rate x DSC or <u>35% x \$7,493.00</u>					\$2,622.55
REIMBURSABLES					
Itemized Mileage, Survey, Equipment, etc.					\$1,749.44
SUBCONSULTANT COST (See Exhibit G)					\$2,500.00
GRAND TOTAL					\$28,000.00

**EXHIBIT G-1
Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Intermountain Materials Testing or other accredited lab.

Acceptance Sampling and Testing: Portland Cement Concrete and Hot Mix Asphalt

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
Hourly Fee Schedule

Project: City of Dayton, Front Street Overlay
Task: Materials Testing

<u>Classification</u>	<u>Estimated Hours</u>		<u>Estimated Rate</u>	<u>Cost</u>
Observation:				
Engineering Technician	20	X	55.00	1,100.00
Project Manager	4	X	85.00	340.00
			Subtotal \$	<u>1,440.00</u>
Reimbursables:				
Concrete and Asphalt Sampling and Testing, Mileage				\$ <u>1,060.00</u>
			TOTAL \$	<u><u>2,500.00</u></u>