



## Business of the City Council City of Gig Harbor, WA

**Subject:** Community Paddler's Dock Project  
– Public Works Construction Contract Award

**Dept. Origin:** Public Works

**Proposed Council Action:** Approve and authorize the Mayor to:

**Prepared by:** Jeff Langhelm, PE  
Public Works Director *ADP*

1. Execute a Public Works Construction Contract with American Construction Co., Inc in an amount not to exceed \$758,726.00.
2. Authorize the Public Works Director to approve project change order expenditures up to \$25,000.

**For Agenda of:** June 26, 2021

**Exhibits:** Public Works Construction Contract

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Dir.:**

Initial & Date

*KK 7-21-21*  
*ADP 7/21/21*  
*by email 7/16/21*  
*AD HDR 7/20/21*  
*ADP 7/21/21*

<b>Expenditure Required</b>	\$783,726	<b>Amount Budgeted</b>	\$400,000	<b>Appropriation Required</b>	See Fiscal Consideration
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### INFORMATION/BACKGROUND

The Community Paddler's Dock project includes the removal of the existing private gangway and float system and constructing new public in-water improvements for public use and access within the proposed sublease area. Ongoing efforts between the Jerkovich Family, the City, and the Gig Harbor Canoe and Kayak Race Team has led to a completed set of design and permit documents at a location that is mutually beneficial to all parties.

### BID RESULTS

The Project was competitively bid using the City's Public Works Bidding process. On July 20, 2021, the City received four (4) responsive bids for the Project. The engineer's opinion of probably construction cost was \$683,000. The bid amounts are shown below.

BIDDER	TOTAL BID AMOUNT
1. American Construction Co., Inc.	\$ 758,726.00
2. Quigg Bros., Inc.	\$ 981,561.00
3. Rognlin's Inc.	\$1,015,258.00
4. Masana Construction Inc.	\$1,233,351.51

**FISCAL CONSIDERATION**

This project was originally included in the City's 2021 Budget at a cost of \$400,000. However, after the engineer's estimate for the total project was refined in January 2021 the City was faced with a new estimated total project cost of \$733,000. At the February 11, 2021 Council Study Session, Staff presented a proposed project funding proposal that has since been modified based on an increase in the minimum donation from the Gig Harbor Canoe and Kayak Race Team (GHCKRT), anticipated Port of Tacoma Local Economic Development Investment Funds (LEDIF), and an increase in the HBZ funding as outlined below

Anticipated 2021 Revenues	
Parks Development (Fund 109, Objective 6, Page 135)	
Hospital Benefit Zone	\$ 377,163
General Fund	\$ 100,000
Lodging Tax Advisory Committee Funds	\$ 100,000
Park Impact Fees	\$ 160,000
GHCKRT Donation	\$ 150,000
Port of Tacoma LEDIF	\$ 25,000
<b>Total =</b>	<b>\$ 912,163</b>
Anticipated 2021 Expenditures	
Davido Consulting Group – Contract for Design/Permitting	(\$ 28,018)
Davido Consulting Group – Contract Amendment #1	(\$ 86,719)
<i>Construction Surveying</i>	(\$ 13,700)
Public Works Construction Contract	(\$ 758,726)
Public Works Director Change Order Authority*	(\$ 25,000)
<b>Remaining 2021 Budget =</b>	<b>\$ 0</b>

Note: Construction Surveying expenditure in italics is estimated.

\*The change order authority provides for, if required, addressing any unforeseen additional project work during construction.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to:

1. Execute a Public Works Construction Contract with American Construction Co., Inc. in an amount not to exceed \$758,726.00.
2. Authorize the Public Works Director to approve project change order expenditures up to \$25,000.

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**CONTRACT FORM**

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**CITY OF GIG HARBOR  
COMMUNITY PADDLERS DOCK PROJECT  
CPP-1824**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and American Construction Co., 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:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the Community Paddlers Dock Project, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "Community Paddlers Dock Contract Documents, CPP-1824," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Six Dollars and Zero Cents (\$758,726.00), including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-2.04 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools, and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions, and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.
7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.

8. 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 hereinabove written:

CITY OF GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
Kit Kuhn, Mayor  
City of Gig Harbor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED FOR FORM:

\_\_\_\_\_  
City Attorney