



MONROE CITY COUNCIL

Agenda Bill No. 19-211

SUBJECT:	Accept Project/Begin Lien Period for Public Works Shop Design Build Project with ET Environmental Corporation
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
10/22/2019	Public Works Operations & Maintenance	Jakeh Roberts	Brad Feilberg	Consent Agenda #4

Discussion: 02/23/2016, 10/11/2016, 11/06/2016, 12/06/2016; 06/27/2017, 04/10/2018, 04/17/2018; 10/22/2019

Attachments: 1. None

REQUESTED ACTION: Move to accept the Public Works Shop Design Build Project, M2017-0008, and begin the 45-day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

POLICY CONSIDERATIONS

A project must be accepted by the governing body after all contract work has been completed and required documentation has been received. Once accepted, the Forty-Five-Day Lien Period begins. Within sixty days after project acceptance, and upon receipts of certification from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, the governing body shall release any retainage withheld from the contractor.

DESCRIPTION/BACKGROUND

In 2016, City Council elected to complete Phase II of the Municipal Campus Plan by authorizing the use of bond revenues to complete the design and construction of a new Public Works Shop facility and Monroe Coordination Center. The facility includes spaces to house Public Works Department field operations, Parks and Recreation and Public Works locker room, formal and informal meeting spaces, and the Monroe Coordination Center.

On June 27, 2017, Council authorized the Mayor to enter into a design build agreement with ET Environmental Corporation to design and construct the Public Works Shop in the amount of \$5,873,000.00.

The project was included in the approved 2017 budget with a Guaranteed Maximum Price of \$5,873,000. The final Contract Price was \$5,830,534.36. However, per the Design Build Agreement, "If the final Contract Price, as duly adjusted during the term of the Contract, is less than the guaranteed Maximum Price, Owner shall pay Design-Builder thirty percent of the difference of the Guaranteed Maximum Price and the final Contract Price." Therefore, the total paid to ET Environmental was \$5,843,274.05 as shown in the following table.

A summary of the construction contract with ET Environmental is listed below:

Guaranteed Maximum Price	\$5,873,000.00
Final Contract Price	\$5,830,534.36
Difference	\$42,465.64
30% of Difference (Paid to ET)	\$12,739.69
Total Contract Price	\$5,843,274.05

FISCAL IMPACTS

All costs associated with this contract have been paid to date, including the retainage of \$203,734.38 held by the City. By law, once the appropriate releases are received from the State, this retainage must be remitted to the contractor at the end of the lien period.

ALTERNATIVES

None.