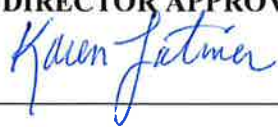


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Reject Bid for Opera House Exterior Repair and Painting	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works - Parks	
ATTACHMENTS:	
Bid	
BUDGET CODE:	AMOUNT:
	N/A
SUMMARY:	

The purpose of this project was to help preserve this historic building by stopping the water from leaking into the facility. This project was to remove current exterior coating to bare concrete, repair cracks and provide a new exterior coating, including the window sills and doors. City council appropriated \$200,000 for this project.

Invitation for the bids took place on June 14, 2021. A total of one (1) bid was received from Long Painting Company of Kent, WA, in the amount of \$219,108.25 including Washington State sales tax.

The bid for the project is higher than the amount budgeted. Staff therefore recommends the bid of \$219,108.25 from Long Painting Company be rejected.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to reject the Opera House Exterior Repair and Painting bid in the amount of \$219,108.25.

RECOMMENDED MOTION:

I move to authorize the Mayor to reject the Opera House Exterior Repair and Painting Bid.



Corporate Office
21414 68th Avenue South
Kent, WA 98032

PROPOSAL

Phone: 253-234-8050
Fax: 253-234-0034

City of Marysville Public Works Department
Proposal Submitted to
80 Columbia Ave.
Street
Marysville WA 98270
City, State and Zip Code
Tony Colinas
Attention

(360) 363-8175 6/30/2021
Phone Date
Exterior Cleaning and Painting Opera House
Job Name
1225 3rd Street Marysville WA 98270
Job Location
N/A (360) 363-8175
Date of Plans Job Phone

Subject to prompt acceptance within 30 days and to all conditions stipulated on the reverse side, titled Conditions of Proposal, we propose to furnish materials and labor at the price as stipulated below:

Scope of work: Aknowledges Addendum #1

- 1. Supply all labor, materials and equipment to complete exterior cleaning, repairs and painting scope of work.
2. Wet Blast North and West walls complete to remove existing paint.
3. Wet blast where needed on the South and East walls where needed to remove loose peeling paint.
4. Power wash entire building and clean up all debri and blast media.
5. Repair and fill all cracks where needed and skim coat repairs to match existing finish.
6. Fill and skim coat North and West Elevation walls to fill all voids to match existing finish.
7. Prime all repairs and finish paint walls to match original color.
8. Prep / repair all windows and doors where needed prior to new finishes.
9. Spot prime repairs and repaint all doors and windows to match original color.
10. Clean up all work areas daily.

Exclusions:

- 1. Overtime and weekend work.
2. Weather Protection and heat.

Price: \$ 200,465.00 + APPLICABLE SALES TAX

TERMS: NET 30 DAYS

The undersigned accepts this proposal and all its terms and conditions as a binding contract subject only to the approval of the credit of the buyer by the Seller which shall not be unreasonably withheld. If credit approval is based upon an individual, please list social security number.

COMPANY:
BY:
TITLE:
DATE:

SELLER: LONG PAINTING COMPANY
BY: [Signature]
TITLE: Estimator
DATE: 6/30/2021

CONDITIONS OF PROPOSAL

1. Acceptance of this Proposal by Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing the Seller to commence work or preparation for work will constitute acceptance by Buyer of this proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. Unless other terms are stipulated, the Seller shall be **paid in full upon completion of the work.**
3. No back charges or claim of the Buyer for services shall be valid except by the agreement in writing by the Seller before work is executed.
4. All sums not paid when due shall bear interest at the rate of 1 ½% per month from the date until paid or the maximum legal rate permitted by law, whichever is less; and all costs of collections, including attorney's fees, shall be paid by Buyer.
5. If the buyer fails to make payments to the Seller as herein provided, then the Seller may stop without prejudice to any other remedy it may have.
6. Buyer is to prepare all work areas so as to be acceptable for Seller's work under the contract. Seller will not be called upon to start work until the sufficient areas are ready to ensure continued work until job completion.
7. After acceptance of this proposal as provided, Seller shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Seller shall not be responsible for delays or defaults and resulting costs where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, equipment or materials production facilities or transportation, labor difficulties, civil disorder of any kind; action of a civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Seller shall be reimbursed for additional costs resulting from delays beyond its control
8. All workmanship is guaranteed against defects for a period of one year from the date of completion. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller will not be responsible for special, incidental, or consequential damages. Seller will not be responsible for damage to its work by other parties. Any work necessitated by caused damage will be considered an order for extra work.
9. Work called for herein is to be performed during Seller's regular working hours. Overtime rates will be charged for all work performed outside such hours.
10. All materials and workmanship shall be furnished in accordance with normal industry tolerance of color variation, thickness, finish, texture and performance standards.
11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Seller may file a lien or claim on its behalf in the event that any payment to Seller is not made as and when provided for by the agreement.
12. All Work will be performed in accordance with local, state and federal regulations.
13. The Buyer shall furnish all temporary site facilities including suitable covered storage space and hoisting at no cost to seller.
14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal. Liquidated damages may not be assessed against the Seller for delays or causes attributed to other contractors or arising from cause outside control of the Seller.
15. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of the Seller.
16. Latent conditions not obvious at the time of the bid which adversely affect the cost of the work will be billed at current Time & Material rates.
17. The terms of this proposal shall be included in any subsequent contract generated by the Buyer.
18. Conflicts between Buyer and Seller which cannot be resolved by negotiation may, at Seller's option, be submitted to arbitration under the standard American Arbitration Association Rules for construction industry disputes and will be handled at the Seattle Office of the American Arbitration Association.
19. Work cannot start until proper notifications to regulatory agencies have been made unless Buyer arranges for immediate start under regulatory emergency procedures.
20. If the facility being worked on is being prepared for demolition, it is the buyer's responsibility to notify proper regulatory authorities of demolition schedule.
21. When it is necessary to tape visqueen to walls to protect the surfaces during abatement, the existing surfaces may occasionally be damaged when tape is removed. The Seller will not be responsible for this damage if it should occur.
22. Any paint or other materials discovered which contains lead or other materials considered toxic under Environmental Protection Agency regulations shall be considered hazardous material subject to special handling and disposal requirements to be paid for by the buyer.