


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Contract Award – Comeford Reservoir Recoat	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works - Utilities	
ATTACHMENTS:	
1. Certified Bid Tabulation 2. Contract	
BUDGET CODE:	AMOUNT:
40220594.563000 W2101	\$447,911.40
SUMMARY:	

Discussion regarding the future of the Comeford Reservoir took place at the 2020 City Council retreat. After considering information staff presented about alternatives and costs, City Council directed staff to preserve the structure. In response to Council's directive, staff prepared a capital project request to restore the Comeford Reservoir. This project was approved as part of the 2021-2022 Fund 402 Utility Capital Project budget.

At the time the capital project request was prepared, staff did not have information about the existing coating system in place on the Comeford Reservoir. Recent coating system testing performed as part of the bidding process revealed the presence of lead, chromium and cadmium in the paint at levels above an acceptable threshold. This triggered a requirement for full containment of the structure, special blast media to encapsulate the contaminants, disposal of the blast media as a hazardous waste, and monitoring of the job site and perimeter to ensure acceptable air and soil quality before, during and after the recoating work takes place. The additional cost to perform this work is about \$300,000. Staff anticipates requesting a budget amendment later this year or early next year to cover these unexpected costs.

Although the Comeford Reservoir is not an active drinking water reservoir, the structure must continue to meet safety requirements and will need to undergo routine inspection and maintenance, periodic structural safety assessment, and lifecycle replacement of the protective coating. The annualized lifecycle cost to perform this work is in the range of \$20,000 to \$30,000 per year. The Water Division annual operating budget does not presently include an allocation for care and maintenance of the Comeford Reservoir structure. Staff will request additional funding for this work during the budgeting process and as part of the upcoming utility rate study.

This project will remove existing exterior coating by blasting to bare steel, provide new exterior coating with City logo on two sides, interior spot repair, installation of two additional lanyard anchors, and installation of holiday lighting for the Comeford Park elevated reservoir that is no longer used for potable water storage but is being maintained as a historic landmark.

Advertisement for bids took place on July 6 and July 13, 2021. A total of six (6) bids were received and publicly read aloud. The low bid of \$409,800.00 excluding Washington State sales

tax was from Mericka Group, LLC, a general contractor from Longview, WA. The Engineer's Estimate for this project was \$423,568.00. The low bid is 3.3% below the Engineer's Estimate.

Staff have reviewed the bid documents and have determined that Mericka Group's bid is responsive and that Mericka Group is the lowest responsible bidder. Staff therefore recommends that the Contract be awarded to Mericka Group, LLC in the amount of \$447,911.40, which includes 9.3% Washington State sales tax. Staff also recommends that City Council authorize a 10% Management Reserve, as noted below, which would allow the City to administer the project and to evaluate conditions and execute changes that may be necessary to complete the work.

Contract Bid (includes WSST):	\$447,911.40
Management Reserve:	<u>\$ 44,791.14</u>
Total Allocation:	\$492,702.54

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Comeford Reservoir Recoat contract with Mericka Group, LLC, in the amount of \$447,911.40 including Washington State sales tax, and approve a management reserve of \$44,791.14, for a total allocation of \$492,702.54.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Comeford Reservoir Recoat contract with Mericka Group, LLC in the amount of \$447,911.40, and approve a management reserve of \$44,791.14, for a total allocation of \$492,702.54.

COMEFORD RESERVOIR RECOAT
40220594.563000, W2101
Certified Bid Tab

7/21/2021

Apparent Low Bidder

BASE BID			Engineer's Estimate		Mericka Group, LLC		Southern Road & Bridge, LLC		Purcell P&C, LLC		T Bailey, Inc.		Long Painting		HCI Industrial & Marine Coatings, Inc.	
SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1, 18	1	Mobilization, Demobilization, Site Preparation, and Clean-up (10% Max.)	1	LS	\$24,000.00	\$24,000.00										
Plans	2	Tie Off Anchors and Roof Hatch	1	LS	\$9,600.00	\$9,600.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$38,300.00	\$38,300.00	\$27,000.00	\$27,000.00	\$22,338.00	\$22,338.00
9	3	Interior Spot Repair	10	SF	\$1,200.00	\$12,000.00	\$350.00	\$3,500.00	\$20,000.00	\$200,000.00	\$100.00	\$1,000.00	\$908.00	\$9,080.00	\$1,086.00	\$10,860.00
9	4	Interior Spot Recoating	36	SF	\$288.00	\$10,368.00	\$300.00	\$10,800.00	\$833.34	\$30,000.24	\$100.00	\$3,600.00	\$454.00	\$16,344.00	\$786.00	\$28,296.00
9	5	Exterior Recoating	1	LS	\$66,000.00	\$66,000.00	\$188,000.00	\$188,000.00	\$210,000.00	\$210,000.00	\$160,450.00	\$160,450.00	\$400,000.00	\$400,000.00	\$182,192.00	\$182,192.00
9	6	Containment and Disposal	1	LS	\$235,200.00	\$235,200.00	\$115,000.00	\$115,000.00	\$110,000.00	\$110,000.00	\$304,000.00	\$304,000.00	\$185,000.00	\$185,000.00	\$266,002.00	\$266,002.00
9	7	Logo Coating	1	LS	\$34,800.00	\$34,800.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$24,860.00	\$24,860.00
Plans	8	Removal, Re-installation, and Replacement of Specified Items	1	LS	\$14,400.00	\$14,400.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$8,109.00	\$8,109.00
16	9	Electrical	1	LS	\$7,200.00	\$7,200.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$21,875.00	\$21,875.00	\$13,500.00	\$13,500.00	\$15,820.00	\$15,820.00
18	10	Management Reserve	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
		Total Base Bid			\$423,568.00	\$423,568.00	\$409,800.00	\$409,800.00	\$636,000.24	\$636,000.24	\$591,725.00	\$591,725.00	\$702,924.00	\$702,924.00	\$615,314.00	\$615,314.00
		WSST @ 9.3%			\$39,391.82		\$38,111.40		\$59,148.02		\$55,030.43		\$65,371.93		\$57,224.20	
		Total			\$462,959.82	\$462,959.82	\$447,911.40	\$447,911.40	\$695,148.26	\$695,148.26	\$646,755.43	\$646,755.43	\$768,295.93	\$768,295.93	\$672,538.20	\$672,538.20

BID ALTERNATIVE			Engineer's Estimate		Mericka Group, LLC		Southern Road & Bridge, LLC		Purcell P&C, LLC		T Bailey, Inc.		Long Painting		HCI Industrial & Marine Coatings, Inc.	
SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1, 18	1A	Mobilization, Demobilization, Site Preparation, and Clean-up (10% Max.)	1	LS			\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$19,000.00	\$19,000.00	\$46,837.00	\$46,837.00
Plans	2A	Tie Off Anchors and Roof Hatch	1	LS	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$38,300.00	\$38,300.00	\$27,000.00	\$27,000.00	\$22,338.00	\$22,338.00
9	3A	Interior Spot Repair	10	SF	\$350.00	\$3,500.00	\$20,000.00	\$200,000.00	\$100.00	\$1,000.00	\$908.00	\$9,080.00	\$908.00	\$9,080.00	\$1,086.00	\$10,860.00
9	4A	Interior Spot Recoating	36	SF	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$833.34	\$30,000.24	\$100.00	\$3,600.00	\$454.00	\$16,344.00	\$786.00	\$28,296.00
9	5A	Exterior Recoating	1	LS	\$167,000.00	\$167,000.00	\$110,000.00	\$110,000.00	\$141,750.00	\$141,750.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$86,166.00	\$86,166.00
9	6A	Containment and Disposal	1	LS	\$125,000.00	\$125,000.00	\$110,000.00	\$110,000.00	\$38,600.00	\$38,600.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$266,002.00	\$266,002.00
9	7A	Logo Coating	1	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$24,860.00	\$24,860.00
Plans	8A	Removal, Re-installation, and Replacement of Specified Items	1	LS	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$8,109.00	\$8,109.00
16	9A	Electrical	1	LS	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$21,875.00	\$21,875.00	\$13,500.00	\$13,500.00	\$15,820.00	\$15,820.00
18	10A	Management Reserve	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
		Total Bid Alternative				\$398,800.00		\$531,000.24		\$287,625.00		\$702,924.00		\$519,288.00		\$496,000.00
		WSST @ 9.3%			\$37,088.40		\$49,383.02		\$26,749.13		\$26,749.13		\$65,371.93		\$48,293.78	
		Total				\$435,888.40		\$580,383.26		\$314,374.13		\$768,295.93		\$567,581.78		\$542,128.00

Math Error



Handwritten signature

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Mericka Group, LLC, a limited liability company, organized under the laws of the State of Washington, located and doing business at 8831 Washington Way, Longview, WA 98632 (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

COMEFORD RESERVOIR RECOAT

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All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2021 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Fifty-Six (56) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Four Hundred Forty-Seven Thousand Nine Hundred Eleven dollars and Forty cents (\$447,911.40) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated July 21, 2021. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

- C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.
_____ (City initials) _____ (Contractor initials)
- D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered by Jonathan Fitzherbert on behalf of the Contractor and by Karen Latimer on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u> Mericka Group, LLC Attn: Jonathan Fitzherbert 8831 Washington Way Longview, WA 98632	<u>City:</u> City of Marysville Public Works – Attn: Karen Latimer 80 Columbia Ave Marysville, WA 98270
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VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

_____(CONTRACTOR)

By: _____

(Name)

Its: _____

(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney