

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute Change Order #2 to Contract 9155 with Trinity Contractors, Inc. for Annual Stormwater Catch Basin Repair and Replacement
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	John Featherstone, Surface Water Utility Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City's *Western Washington Phase II Municipal Stormwater Permit* (NPDES Permit) requires catch basin deficiencies be corrected within a specified time frame of the inspection. Due to the coronavirus pandemic impacts in 2020, and in particular the reduced hours for City work crews from late March through early June, City Operations and Maintenance (O&M) staff are not able to accomplish many forecasted catch basin replacements required by our NPDES Permit.

As of June 2020, the Surface Water Utility had expended 95% of the Contract Sum on the contract with Trinity Contractors, Inc., the contractor that performs catch basin repairs and replacements to help meet compliance with our NPDES Permit. On July 30, 2020, the City Manager executed a change order to increase the Contract Sum by \$100,000, initially estimated to offset coronavirus impacts to City O&M crew capacity to perform catch basin replacements and keep the work progressing. Staff now anticipates that the cost of the catch basin repairs and replacements will exceed that initial \$100,000 change order amount, and an additional \$100,000 change order will be required to complete this work to comply with regulatory time requirements. Tonight, Council is being requested to authorize the City Manager to execute this change order with Trinity Contractors, Inc.

**RESOURCE/FINANCIAL IMPACT**

Funding for this change order will come from the Surface Water Utility's Operations budget designated for contractor catch basin repair and replacement. The 2019-2020 biennial budget for this work is \$600,000. As of July 2020, the Utility had expended \$221,549 during this budget cycle. This change order will allow increased utilization of the funded biennial budget by \$100,000.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a change order with Trinity Contractors, Inc. for \$100,000 to provide the Surface Water Utility with

necessary catch basin repairs and replacements through the contract expiration date of August 31, 2021.

Approved By:      City Manager ***DT***      City Attorney ***MK***

## **BACKGROUND**

The 2018 Surface Water Utility (Utility) Master Plan established the Catch Basin Repair and Replacement Program to meet catch basin maintenance requirements regulated under our *NPDES Permit*. Each year, the Utility is required under the NPDES Permit to repair and replace failing catch basins within a specified time frame. Failure to repair and replace structurally deficit catch basins within the specified time frame result in NPDES Permit non-compliance. Historically, the Utility has accomplished this work using a combination of both City Operations and Maintenance (O&M) Staff and contractors. In September of 2018, the City of Shoreline entered a contract with Trinity Contractors, Inc. (Attachment A) to repair and replace catch basins in support of this Program.

## **DISCUSSION**

Trinity Contractors, Inc. supports the Utility in meeting requirements under the City's NPDES Permit. In addition to the work that has already been completed with contract budget from the first change order, Utility and City O&M Staff have identified 18 catch basin replacements and 9 repairs to be accomplished by contractor. The increase in contracted work of this scope is, in large part, a result of coronavirus impacts to O&M crew workload.

On July 30, 2020, the City Manager executed the first change order to increase the Contract Sum of Trinity Contractors, Inc.'s contract by \$100,000. Staff now anticipates that the cost of the catch basin repairs and replacements will exceed that initial \$100,000 change order amount, and an additional \$100,000 change order will be required to complete this work to comply with regulatory time requirements.

Tonight, Council is being requested to authorize the City Manager to execute this change order with Trinity Contractors, Inc. In anticipation for future catch basin repairs and replacements, the Utility is currently scoping a competitive bid to replace this contract for 2021 through 2024.

## **COUNCIL GOAL(S) ADDRESSED**

This contract supports City Council Goal #2 *to continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment*. This contract meets this goal by repairing and replacing City infrastructure which is regulated by permit to mitigate the effects of stormwater runoff pollution.

## **RESOURCE/FINANCIAL IMPACT**

Funding for this change order will come from the Surface Water Utility's Operations budget designated for contractor catch basin repair and replacement. The 2019-2020 biennial budget for this work is \$600,000. As of July 2020, the Utility had expended \$221,549 during this budget cycle. This change order will allow increased utilization of the funded biennial budget by \$100,000.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a change order with Trinity Contractors, Inc. for \$100,000 to provide the Surface Water Utility with necessary catch basin repairs and replacements through the contract expiration date of August 31, 2021.

### **ATTACHMENTS**

Attachment A – Trinity Contractors, Inc. Contract Memorandum and Executed Contract



## Memorandum

**DATE:** September 5, 2018

**TO:** Debbie Tarry, City Manager

**VIA:** U.D. Uki Dele PE, SWES Manager  
J.M. Lance Newkirk, Utility and Operations Manager  
Randy Witt PE, Public Works Director

**FROM:** Daniel Sinkovich, Utility Operations Specialist

**RE:** Contract 9155 – Annual Stormwater Catch Basin Repair and Replacement

### Contract Name and Project

- Trinity Contractors, Inc.
- Annual Stormwater Catch Basin Repair and Replacement

### Scope of Work

The City of Shoreline's Surface Water Utility will use a qualified contractor to perform annual stormwater catch basin repairs and replacements and all associated work including site preparation, traffic control, and site restoration. Quantities of work will be determined on an annual basis

### Selection Process

The contractor was selected through a formal competitive bid process. Trinity Contractors, Inc. was the lowest responsible bidder to the advertisement of City of Shoreline Bid #9155. Additionally, Trinity Contractor, Inc. was determined to have sufficiently met the supplemental bidder responsibility criteria set forth in the bid documents

### Financial Impact

The contract expenditures shall not exceed \$300,000. Annual contract expenditures is estimated to be \$125,000. The contract is solely funded by the Surface Water Operations Maintenance and Repair budget ORG: 2709000 OBJ: 5480000

### Council Review

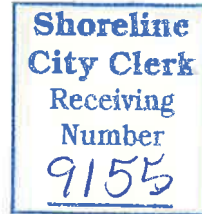
City Council review is not required.

### Schedule:

The work is scheduled to begin by the end of September, 2018 and be completed by August 31, 2021.



PUBLIC WORKS  
UNIT PRICED CONTRACT



Contract # and Title 9155_Annual Stormwater Catch Basin Repair and Replacement	
Contractor Name: <u>Trinity Contractors, Inc.</u>	Date: <u>9/6/2018</u>
Address: <u>PO Box 1348 Marysville, WA 98270</u>	Department Contact: <u>Daniel Sinkovich</u>
Contact: <u>JR Chapman</u>	Phone: <u>206-801-2454</u>
Phone: <u>425-572-2977</u>	Email: <u>dsinkovich@shorelinewa.gov</u>
Email: <u>JR.trinitycontractors@gmail.com</u>	

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage: Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages: Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Shoreline shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of each Work Order, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Contractor shall not give a gift of any kind to City employees or officials.

**Business License:** As mandated by SMC 5.05.030, the Contractor shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of this contract with the City.

**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. L&I forms in compliance with Prevailing Wage requirements shall be submitted annually. Contractor shall submit an approved Intent to Pay Prevailing Wages form upon contract execution before any payments can be made. An Affidavit of Wages Paid form must be filed annually at the end of each contract year for all work completed within that contract year. Contractor will pay all fees associated with filing the forms. If any work is subcontracted on a project, Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms must be submitted by each sub-contractor annually.

**Bonds/Retainage:** A Contract Bond is required. Retainage is required and is withheld for each individual work order/invoice until contract close out. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from final payment.

**Payment:** The City shall pay the Contractor within 30 days of submittal of a properly itemized invoice.

**Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**Entire Agreement:** This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

**Assignment:** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

**Term:** The initial term of this contract shall be three years with the City having the option to renew for one additional year and shall not exceed \$300,000 including Washington State sales tax, whichever occurs first. The City has the right to terminate this contract, with or without cause, at any time with 14-day written notice to Contractor.

**Captions:** The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

**Counterpart Originals:** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**Authority to Execute:** Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

**Completion Date: 8/31/2021**

The scope of work in accordance with the bid documents, including any addenda, and the schedule of rates and charges are attached as Exhibit A.

Prevailing wage rates will be updated annually, using the rates in effect at the beginning of each contract year. No other cost modifications other than prevailing wages will be accepted.

Any changes to the rates or additions to the scope attached as Exhibit A will be formalized in a change order to the contract.


The contractor should send invoices to: Accounts Payable at [accountspayable@shorelinewa.gov](mailto:accountspayable@shorelinewa.gov)

The contractor shall not start an individual work task/project until the City provides a written Notice to Proceed for that task/project. This agreement shall terminate without cost if an initial Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.

This agreement is executed by:

**Contractor**

**Department**



9-13-18



9-17-18

(Signature)

Date

(Signature)

Date

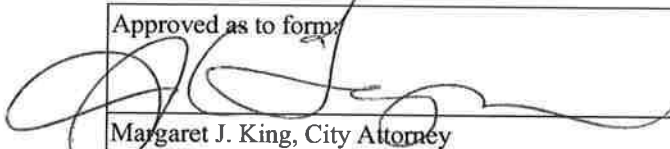


Print Name

John Norris, Acting City Manager

Print Name

Approved as to form:



Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

9/16/18

Date



## Exhibit A

### BID PROPOSAL SHEET (Page 1 of 5)

#### Annual Stormwater Catch Basin Repair and Replacement Bid 9155

**BID DUE No Later than AUGUST 30, 2018, 2:00 PM, EXACTLY, PACIFIC LOCAL  
TIME**

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

**SCHEDULE:** Work shall be completed within 50 working days from the "Notice to Proceed" date issued by the City of Shoreline. Liquidated damages shall be imposed as specified in the Contract Documents for each day Contractor fails to meet the completion date.

**BID ITEM QUANTITIES:** Bid item quantities are based on the estimated annual project scope of work. Quantities of items will be determined based on the actual work performed and may vary on an annual basis.

**BID AWARD:** Determination of low bidder will be made on the basis of the 'Total Base Bid Price'. The below signed bidder acknowledges that bids must be submitted for the base bid and additive items. Partial bids will not be considered.

**COMPANY NAME**

Triad Construction, Inc.

## Exhibit A

## BID PROPOSAL SHEET (Page 2 of 5)

Annual Stormwater Catch Basin Repair and Replacement  
Bid 9155

## Base Bid Items (Schedule A)

Item No.	Section	Item Description		Bid Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
A1	1-07	SPCC Plan		1	LS	5000	5000
A2	1-07	SWPPP (including Erosion and Water Pollution Control)		1	LS	5000	5000
A3	1-09	Mobilization (per site)		20	LS	1000	20,000
A4	1-09	Traffic Control Plan (per site)		10	LS	300	3,000
A5	1-10	Project Temp. Traffic Control (per site)		20	LS	1,500	30,000
A6	1-10	Flaggers		64	HR	67	4288
A7	2-02	Sawcutting		180	LF	5	900
A8	2-02	Potholing		2	EA	500	1000
A9	2-09	Structure Excavation Class B incl. haul		65	CY	75	4875
A10	2-09	Shoring or Extra Excavation Class B		512	SF	1	512
A11	2-09	Vacuum Excavation incl. haul		2	EA	2000	4000
A12	4-04	Crushed Surfacing Top Course		10	TON	100	1000
A13	5-01	Cement Concrete Pavement		2	CY	1500	3000
A14	5-04	HMA Cl. 1/2 in. PG 64-22		15	TON	250	3750
A15	5-04	Asphalt Berm		10	LF	40	400
A16	7-05	Catch Basin Type 1 or 1L		6	EA	2500	15,000
A17	7-05	Catch Basin Type 2 48 In. Diam.		2	EA	8,000	16,000
A18	7-05	Concrete Inlet		1	EA	1500	1500
A19	7-05	Combination Inlet		1	EA	1600	1600
	7-05	Connection to Existing Storm Sewer	Pipe Size				
A20	7-05	Ductile Iron using Romac Coupler	12"	2	EA	1325	2650
A21			18"	2	EA	2143	4286
A22			24"	1	EA	3732	3732
A23			36"	1	EA	5235	5235
A24	7-05	Ductile Iron using Strongback Fernco Coupler	12"	12	EA	900	10,800
A25			18"	1	EA	2000	2000
A26			24"	1	EA	2600	2600
A27			36"	1	EA	4650	4650

## Exhibit A

## BID PROPOSAL SHEET (Page 3 of 5)

Annual Stormwater Catch Basin Repair and Replacement  
Bid 9155

A28	7-05	Corrugated Metal Pipe (CMP) with Universal Coupler	12"	2	EA	250	500
A29			18"	1	EA	400	400
A30			24"	1	EA	500	500
A31			36"	1	EA	750	750
A32	7-05	High Density Polyethylene Pipe (HDPE) with water tight, bell and spigot coupler	12"	1	EA	320	320
A33			18"	1	EA	700	700
A34			24"	1	EA	1125	1125
A35			36"	1	EA	2610	2610
A36	7-05	Catch Basin Concrete Risers	2"	2	EA	50	100
A37			4"	2	EA	55	110
A38			6"	3	EA	60	180
A39			12"	3	EA	70	210
A40	7-05	Cement Grout Internal Catch Basin Repair		9	HR	100	900
A41	7-05	Cement Grout Internal Catch Basin Repair with Confined Space Equipment, Personnel Required		31	HR	150	4650
A42	7-23	Temporary Stormwater System Bypass Pumping Plan (per site)		20	LS	250	5000
A43	7-23	Temporary Stormwater System Bypass Pumping (per site)		2	LS	1000	2000
A44	8-02	Roadside Restoration		120	SF	25	3000
A45	8-04	Cement Conc. Traffic Curb and Gutter		32	LF	120 <sup>1/2</sup>	3840 <sup>1/2</sup>
A46	8-04	Cement Conc. Traffic Curb		10	LF	100	1000
A47	8-06	Cement Con. Driveway Entrances		4	SY	300	1200
A48	8-12	Chain Link and Wire Fence		10	LF	55	550
A49	8-14	Cement Conc. Sidewalk		4	SY	750	3000
A50	8-14	Cement Curb Ramp Type (All)		2	SY	800	1600
A51	8-18	Mailbox Support, Type 1		1	EA	1250	1250
A52	8-18	Mailbox Support, Type 2		1	EA	3000	3000

## Exhibit A

### BID PROPOSAL SHEET (Page 4 of 5)

#### Annual Stormwater Catch Basin Repair and Replacement Bid 9155

TOTAL BID: \$ 195,273<sup>00</sup>  
(In Figures)

one hundred ninety-five thousand two hundred seventy-three dollars  
(Total Bid to be written in words)

COMPANY NAME Trinity Contractors, Inc.