

## SULTAN CITY COUNCIL

### AGENDA ITEM COVER SHEET

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**ITEM NO:** C - 8  
**DATE:** August 28, 2008  
**SUBJECT:** Rejection of Bid for Cricket at 703 First Street  
**CONTACT PERSON:** Connie Dunn, Public Works Director 

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**ISSUE:**

The issue before the Council is the rejection of bids received for the installation of a cricket at 703 First Street in Sultan, Washington between the Food Bank new building and old building.

**STAFF RECOMMENDATION:**

City staff recommends the Council reject all bids received for the installation of a cricket at 703 First Street due to budget constraints.

**BACKGROUND:**

The Sultan Food Bank sent a letter (ATTACHMENT A) to Mayor Eslick informing the City of a serious problem with the design of the west addition to the premises. Because of the design of the roof and gutter system, water was pouring between the two buildings when it rains. The City sent a letter (ATTACHMENT B) to the food bank addressing this issue and letting them know the potential solution to this problem was to demolish the internal gutter and install a "cricket" to catch directing water away from the area where the two buildings are combined.

Staff used the Municipal Services Research Center small works roster to select five construction companies then sent letters requesting bids to install the cricket between the two existing buildings. Letters and bond documents were mailed to:

1. Pacific Sheet Metal and Roofing
2. NW Roofing Solutions, LLC
3. Snyder Roofing of WA, LLC;
4. Bruin Construction LLC and Mike's Roofing Inc.

The bid closing date was Tuesday, August 19, 2008 at 11:30 am and the City received one bid (ATTACHMENT C) from Mike's Roofing, Inc.

The bid received from Mike's Roofing, Inc. was for \$31,144.00 which included putting on an entire roof. This was a miscommunication and the City requested a new bid from them not include a re-roof. This bid came in at \$27,715.00.

**SUMMARY:**

The City of Sultan does not have enough money in the budget to accept a bid of \$27,715.00. The City had estimated the project cost of \$4,500.00 to make the repairs and did not anticipate bids would come in so high. With the difference in the estimate and the actual bid, the City will go back to Mike's Roofing Inc. and have an on-site meeting to re-evaluate the cost of the cricket.

**ALTERNATIVES:**

1. Accept the bid from Mike's Roofing, Inc. and make an amendment to the budget to pay the \$27,715.00 to get the work done.
2. Reject the bid from Mike's Roofing, Inc. and hold a meeting with Mike's Roofing, Inc. to negotiate a more reasonable price within the City's budget.

**FISCAL IMPACT:**

**RECOMMENDED ACTION:**

Reject bid received from Mike's Roofing, Inc.

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**COUNCIL ACTION:**

**ATTACHMENT:**

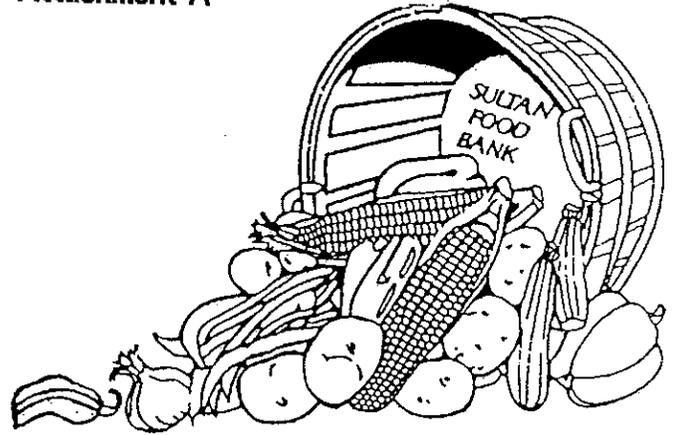
Attachment A	Letter dated March 17, 2008 from Sultan Bank
Attachment B	Letter dated April 23, 2008 to the Sultan Food Bank
Attachment C	Bid from Mike's Roofing, Inc.

## Attachment A

### SULTAN FOOD BANK

PO Box 1181  
703 1<sup>st</sup> Street  
Sultan, WA 98294  
360-793-8609

RECEIVED  
MAR 18 2008  
BY: .....



March 17, 2008

The Honorable Caroline Eslick, Mayor  
City of Sultan  
PO Box 1199  
Sultan, WA 98294

Re: Various matters of concern

Dear Mayor Eslick:

The Sultan Food Bank greatly appreciates the support it has received for many years from the City of Sultan and looks forward to many more years of a constructive partnership with the City in service to hungry people in our community. We are now serving over 2,000 people per month, and the demand for our services is sure to increase given the current difficult economic forecasts. There are at the present time several issues concerning the relationship between the City and the Food Bank that need to be addressed as we prepare to meet the increased demand for food from our neighbors here in Sultan. On behalf of the Food Bank's Board of Directors I wish to draw your attention to the following matters.

First, there is a serious problem with the design of the west addition to the premises the Food Bank leases from the city at 703 1<sup>st</sup> Street that was built in 2004. Because of the design of the roof and gutter system, water pours into the addition, including into the refrigerator in the addition, every time it rains. This water problem makes it impossible for the Food Bank to store food in part of the space and requires us to keep the food kept in the refrigerator raised up off the floor. This problem must be addressed right away. It is a major problem for us, and we believe that it is the City's responsibility, as owner of the property and lessor, to remedy it.

Second, the Food Bank's right to use the south addition to the property at 703 1<sup>st</sup> Street must be clarified. On January 29, 2008, Ms. Terri Holcomb, on behalf of the Food Bank, wrote to the City requesting use of the southern part of the building. Although informal discussions ensued and the Food Bank has, with the City's consent, been storing food in that area, there has been no formal reply from the City; and no formal agreement has

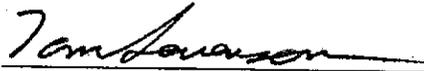
The Honorable Caroline Eslick  
March 17, 2008  
Page 2

been reached. We wish to formalize the agreement concerning our use of the south part of the building through executing a formal lease that will clarify our use and specify the rights and obligations of both the Food Bank and the City with regard to that space. If possible we would like to use one of the two offices located off the hall in that part of the building in addition to using the front room for food storage.

Third, our files reflect that although the Food Bank and the City signed a one year lease on the property at 703 1<sup>st</sup> Street in 2000, that lease expired at the end of 2001. It is our understanding that since then we have been leasing the property under a month to month lease with the same terms as those specified in the earlier written lease. We would like to enter into a new lease with the City, preferably for a term of up to five years, to secure and clarify our occupancy of the premises.

These matters are of considerable urgency for the Food Bank as we seek to improve our operations and expand our services to the citizens of Sultan. We would therefore appreciate your response to each of the three concerns we have raised at your earliest convenience. Thank you again for the City's support of the Food Bank. We look forward to hearing from you and working with you resolve these issues.

Sincerely,



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The Board of Directors  
Sultan Food Bank  
By Tom Sorenson, Member of the Board

cc: Sultan Food Bank



# City of Sultan

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April 23, 2008

Sultan Food Bank  
PO BOX 1181  
Sultan, WA 98294

Re: various matters of concern

Dear Tom:

This letter is in response to your letter dated March 17, 2008 and our meeting on April 7, 2008 regarding three matters of concern raised by the Sultan Food Bank.

I will address each of the issues as they were outlined in March 17, 2008 letter.

1. Design of the roof and gutter system of the west addition to the building.

The Food Bank has notified the City the design of the roof and gutter system for the west addition to the building allows water to "pour into the addition every time it rains."

City staff have replaced the missing roof shingles. However, this does not address the long-term problem of the roof and gutter system design. One potential solution is to demolish the internal gutter and install a "cricket" to catch and drain the water where the addition connects to the main building.

The City's 2008 budget does not include funding for this building improvement. City staff will bring this to the City Council for discussion and direction at the Council's May 10, 2008 meeting.

2. Use of the south addition to the property at 703 First Street.

The Food Bank has been using the south part of the building to store food. This portion of the building is not a part of the lease agreement between the City and the Food Bank. The Food Bank wrote the City a letter on January 29, 2008 requesting use of the southern part of the building. The City has not formally replied to the Food Bank's request.

The Sultan City Council must approve lease agreements. The City Council will discuss the lease agreement with the Food Bank and expanded use of the building at the Council meeting on May 10, 2008.

3. Expired Lease

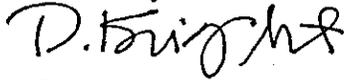
The lease with the Food Bank for the property at 703 First Street expired at the end of 2001. The lease has continued under a month-to-month arrangement. The Food Bank is requesting a five-year lease.

The Sultan City Council must approve lease agreements. The City Council will discuss the terms of the lease agreement with the Food Bank at the Council meeting on May 10, 2008.

The City appreciates the value and service the Food Bank brings to the Sultan Community. It is apparent, based on our conversation, that the Sultan Food Bank is working to improve its organization and service delivery. The City would like to continue to support the Food Bank in its efforts.

We encourage you to come to the City Council meeting on May 10, 2008 to share your concerns and listen to the Council's deliberations.

Sincerely,



Deborah Knight  
City Administrator

cc: Mayor Carolyn Eslick  
City Council  
Management Team

**MIKE'S ROOFING, INC.**

PO BOX 489, DUVALL, WA 98019  
LICENSED, BONDED & INSURED SINCE 1988  
CONTRACTOR'S LICENSE # MIKESRI044BK  
E-MAIL - MRI.OFFICE@COMCAST.NET

425-771-7534 FAX 425-745-9617

**AUGUST 19, 2008**

**REVISED**

**INSTALLATION OF A CRICKET AT 703 FIRST  
STREET, SULTAN WA.**

REMOVE EXISTING PORCH ROOF ON WEST SIDE OF 703 FIRST STREET  
REMOVE EXISTING GUTTERS AND DOWNSPOUTS ON WEST SIDE OF THE OLD  
BUILDING  
REMOVE THE INTERFERING SIDING ON THE EAST WALL OF METAL BUILDING TO  
FACILITATE INSTALLATION OF NEW CRICKET  
RELOCATE VENT FAN ON EAST WALL OF METAL BUILDING TO THE SOUTH WALL  
INSTALL CRICKET WITH A 4:12 PITCH  
PROVIDE FLASHING FROM CRICKET TO METAL BUILDING SIDING. ATTACH  
CRICKET TO OLD BUILDING  
RE-INSTALL METAL BUILDING SIDING  
PROVIDE SCUPPERS AND 4" ROUND DOWN SPOUTS TO DRAIN CRICKET AREA  
INSTALL NEW GUTTERS ON WEST SIDE OF OLD BUILDING  
TIE NEW CRICKET ROOFING INTO EXISTING ROOFING  
FURNISH AND INSTALL (4) RVO-38  
FURNISH AND INSTALL HIP & RIDGE, EAVE FLASHING, RAKE FLASHING, STEP  
FLASHING, (2) 1 1/2" N.C. PIPES AND (2) 2" N.C. PIPES

**BID AMOUNT: \$27,715.00**

**PLUS TAX IF APPLICABLE**

**RECOGNIZE (0) ADDENDAS**

**PAT COAKER  
MIKE'S ROOFING, INC.  
PROJECT MANAGER**

# MIKE'S ROOFING, INC.

PO BOX 489, DUVALL, WA 98019

LICENSED, BONDED & INSURED SINCE 1988

CONTRACTOR'S LICENSE # MIKESRI044BK

E-MAIL - MRI.OFFICE@COMCAST.NET

425-771-7534 FAX 425-745-9617

AUGUST 19, 2008

## INSTALLATION OF A CRICKET AT 703 FIRST STREET, SULTAN WA.

REMOVE EXISTING PORCH ROOF ON WEST SIDE OF 703 FIRST STREET  
REMOVE EXISTING GUTTERS AND DOWNSPOUTS ON WEST SIDE OF THE OLD  
BUILDING  
REMOVE THE INTERFERING SIDING ON THE EAST WALL OF METAL BUILDING TO  
FACILITATE INSTALLATION OF NEW CRICKET  
RELOCATE VENT FAN ON EAST WALL OF METAL BUILDING TO THE SOUTH WALL  
INSTALL CRICKET WITH A 4:12 PITCH  
PROVIDE FLASHING FROM CRICKET TO METAL BUILDING SIDING. ATTACH  
CRICKET TO OLD BUILDING  
RE-INSTALL METAL BUILDING SIDING  
PROVIDE SCUPPERS AND 4" ROUND DOWN SPOUTS TO DRAIN CRICKET AREA  
INSTALL NEW GUTTERS ON WEST SIDE OF OLD BUILDING  
REMOVE COMPOSITION ROOFING AND INSTALL 30 YEAR ARCHITECTURAL  
COMPOSITION SHINGLES  
FURNISH AND INSTALL (4) RVO-38  
FURNISH AND INSTALL HIP & RIDGE, EAVE FLASHING, RAKE FLASHING, STEP  
FLASHING, (2) 1 1/2" N.C. PIPES AND (2) 2" N.C. PIPES

**BID AMOUNT: \$31,144.00**

**PLUS TAX IF APPLICABLE**

**RECOGNIZE (0) ADDENDAS**

**PAT COAKER  
MIKE'S ROOFING, INC.  
PROJECT MANAGER**

## 2-02 PROPOSAL FORM

WASHINGTON STATE SALES TAX. The Owner agrees to pay Washington State Retail Sales Tax to the Bidder as an additional and separate pay item not included in the bid items for all improvements, such as utility improvements for which the Owner is not exempt from Washington State Retail Tax. The Bidder agrees to pay all other state and local taxes.

### COMPLETION TIME

It is understood and agreed that all work required to physically complete the work shall be complete within 20 working days, beginning with the tenth (10) calendar day after notice to proceed is issued.

### NONCOLLUSION DECLARATION

The undersigned, being duly sworn, deposes and says that the Bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership or corporation herein named, has not, either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described on the first page of this Proposal Form.

### PREVAILING WAGES

The prevailing rate of wages shall be paid to all workers, laborers or mechanics per WAC 296-127.

2-02 PROPOSAL FORM (Continued)

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS hereto, the undersigned has set his (its) hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

IF CORPORATION

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be  
executed and its seal affixed by its duly authorized officers

this 19 day of August, 2008.

MIKE'S ROOFING INC  
Name of Corporation

By [Signature]

Title Sec-Treasurer

[Signature]  
Secretary

Sworn to before me this 19th day of August, 2008.

[Signature]  
Notary Public in and for the State of Washington residing at

Edmonds



NOTE:

1. If the Bidder is a co-partnership, so state, giving the name under which business is transacted.
2. If the Bidder is a corporation, this proposal must be executed by the duly authorized officials and notarized.

2-03 STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor MIKE'S ROOFING INC

Address PO BOX 489 DUVALL WA 98019

Telephone and Contact Person for this Bid 425-771-7534  
PAT COAKER

Number of years the Contractor has been engaged in the construction business under the present firm name indicated 20+

Gross dollar amount of work under contract 100,000

Gross dollar amount of contracts not completed 51,000 in progress

Type of work generally performed by Contractor Carpentry, roofing-gutters

List of five major projects of a similar nature, which have been completed by the contractor within the last ten years and the gross dollar amount of each project.

<u>SULTAN HIGH SCHOOL</u>	\$ <u>241,278</u>
<u>WESTERN HOSPITAL</u>	\$ <u>272,000</u>
<u>HOUSING AUTHORITY SNOHOMISH COUNTY</u> <u>3 APARTMENT BLDGS</u>	\$ <u>700,000</u>
<u>SEVERAL HOUSES - SEATTLE HOUSING AUTH.</u>	\$ <u>99,790</u>
<u>CITY BRIER PARKS BUILDING</u>	\$ <u>12,000</u>

List of five major pieces of equipment which are anticipated to be used on the project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others.

Generators, LADDERS, HAND TOOLS, DUMPSTERS  
NEUMATIC TOOLS, NECESSARY MATERIALS, TARPS

2-03 STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

Bank References CITY BANK 425-775-5480

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with the Contractor? \_\_\_\_\_

George Donkoglio - 12 yrs. ED Little 5 yrs.

Have you changed bonding companies within the last three years? NO

If so, why? (Optional) \_\_\_\_\_

Have you ever sued or been sued by any public works contract for a special district, municipality, county or state government? NO

If so, name the agencies and reasons therefore \_\_\_\_\_

Disposition of case, if settled \_\_\_\_\_

Washington State Department of Labor and Industries  
Workmen's Compensation Account Number is 543 252-01

Washington State Department of Licenses  
Contractor's Registration Number is MIKESRID44BK

IRS Employer Number 91-1674374

Or, if individual, Social Security Number \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

List below:

1. All subcontractors who will perform the work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW and
2. The work those subcontractors will perform on the contract.
3. Shall not list more than one subcontractor for each category of work identified, except when subcontractors vary with bid alternates in which case, the bidder shall identify which subcontractor will be used for which alternate.

If no subcontractor is listed, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor	Category of Work
<hr/>	<hr/>

MIKE'S ROOFING INC.  
Bidder  
Pat Coan  
By  
Sec. Treasurer  
Title

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON )  
 )  
 ) ss  
COUNTY OF SNOHOMISH )

I, the undersigned, an authorized representative of MIKE'S ROOFING INC being first duly sworn, on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

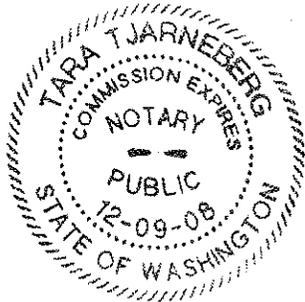
I further acknowledge that by signing the proposal signature of this proposal, I am deemed to have signed and have agreed to the provisions of this Non-Collusion Affidavit.

Pat Coakley  
Signature

8-19-08  
Date

STATE OF WASHINGTON )  
 )  
 ) ss  
COUNTY OF SNOHOMISH )

On this 19<sup>th</sup> day of August, 2008, before me personally appeared Pat Coakley to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.



TATI  
Notary Public in and for the State of Washington, residing at: Edmonds WA

My Commission expires: 12/9/08

END NON-COLLUSION AFFIDAVIT



INDEMNIFICATION ADDENDUM

MIKE'S ROOFING INC (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Sultan (hereinafter called Owner), its agents and its Engineer and their sub-consultants harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this subcontract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Contractor's duty to indemnify Owner, its agents and its Engineer and their sub-consultants shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner, its agents and its Engineer and their sub-consultants for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this subcontract 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 Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include or extend to any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify and hold Owner, its agents and its Engineer and any sub-consultants harmless shall include as to all claims, demands, losses and liability to which it applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

Dated: \_\_\_\_\_  
Owner: CITY OF SULTAN  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: 8-19-08  
Contractor: MIKE'S ROOFING INC  
By: [Signature]  
Title: Sec-Treasurer