



A Public Agency

SHOREWAY OPERATIONS AND CONTRACT MANAGEMENT

STAFF REPORT

To: SBWMA Board Members
From: Matt Southworth, Project Engineer
Cyndi Urman, Sr. Management Analyst
Date: October 24, 2024 Board of Directors Meeting
Subject: Resolution Approving contract with Concrete Restoration Inc. for the SBWMA Transfer Station Floor Repair Project in the amount of \$420,847.27

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2024-32, attached hereto, **awarding the contract for the SBWMA Transfer Station Floor Repair Project to the lowest responsive and responsible bidder, Concrete Restoration, Inc., and authorizing the Executive Director to execute the contract for the described transfer station tipping floor repair work in an amount of \$420,847.27. The Resolution would also establish a 15% Contingency of \$63,127.09 and authorize the Executive Director to execute change orders utilizing those funds, for a total not-to-exceed authorization of \$483,974.**

Analysis

The abrasive nature of solid waste and the associated rugged equipment used to handle these materials has required periodic repairs (approximately every 2 years) to the concrete floor of the transfer station. In heavy wear areas the floor's concrete cover layer has worn to the point that the upper layer of structural steel reinforcing bars is exposed. The San Mateo County Local Enforcement Agency (LEA) inspector noted this on his recent inspection report (conveying written warnings) as an item that needs to be remedied. This proposed tipping floor repair will be a patch-where-needed project to re-cover the exposed rebar and protect the structural elements of the transfer station floor.

The SBWMA Principal Engineer and Operations Manager, Hilary Gans, identified seven areas in the Transfer Station in need of floor repair. Staff developed a scope-of-work for this repair project and solicited bids from qualified specialty contractors. Two Bids qualified were received:

- 1) Concrete Restoration, Inc at \$420,847.27
- 2) American Restore Inc. at \$462,777

Material suppliers for high performance concrete repairs regularly offer more than one repair material system at different price points for different levels of performance. The notice inviting bids asked that bidders provide separate prices for multiple products from the bidders. As noted above, two bids were received, and each bidder proposed to use only one product. Concrete Restoration Inc. proposed to use the product Met-Top E. American Restore proposed the product EucoFloor 404.

The last two floor repair projects in 2020 and 2022 used EucoFloor 202, which is a lower priced and lower performing product than EucoFloor 404. One or more of the floor repairs completed before 2020 appears to have

used EucoFloor 404. Principal Engineer and Operations Manager Gans shifted the repairs to the lower performing 202 product in 2020 due to cost. Therefore, staff has experience with the EucoFloor 202 and 404 products. However, staff does not have experience with the Met-Top E product specified by the low bidder. Without past experience with this product, staff does not have a good basis for judging relative service lives and the trade-offs with cost. The best predictive measure of potential service life is testing wear resistance but, while wear resistance test data for both products is available from the manufacturers, that data is not comparable because different test methods were used by the material suppliers. Given that floor repairs are an ongoing, periodic maintenance project for transfer stations, staff sees value in gaining experience with the Met-Top E product, particularly at a cost savings over the product proposed by the second-lowest bidder.

Concrete Restoration is a specialty contractor focused on concrete repairs using high-strength, wear-resistant materials and state-of-the-art epoxy bonding agents. The company has considerable experience with concrete floor repair for waste industry facilities and other commercial and industrial concrete repairs and is well regarded as a competent specialty contractor using state-of-the-art materials. Therefore, staff recommends awarding the contract to Concrete Restoration as the low bidder.

Background

Since purchasing the Shoreway facility in 2000, the SBWMA has taken responsibility for facility repairs and maintenance. Patch-type repairs and continued uneven wear over time have resulted in a slightly undulating concrete surface on the north side of the transfer station floor with elevation differences of up to 3 inches. The uneven surface tends to get worse with time. Staff will recommend a much larger project to re-level the north side of the transfer station at the next cycle of repair (2026-2027). Re-leveling the entire north side of the transfer station will likely cost several million dollars. However, completing a more comprehensive repair would likely allow the surface to go without patch repairs for about 10 years. These re-leveling projects are common on older transfer station floors. A similar nearby facility, the SMART Station, did this last year.

Fiscal Impact

This routine repair was anticipated in the FY2024 CapEx Budget under the line Tipping Floor Repair with a budget allocation of \$300,000. Given the amount of the low bid and the recommended 15% contingency authorization, an additional \$183,974 must be allocated to this project. There are sufficient funds within the capital reserves and the proposed Resolution would, in addition to awarding the contract, allocate the additional \$183,974 from capital reserves to the Tipping Floor Repair budget.

Attachments:

Resolution 2024-32

Exhibit A – Notice of Award and Construction Contract Agreement with Concrete Restoration Inc. for the Transfer Station Floor Repair Project



RESOLUTION NO. 2024-32

RESOLUTION APPROVING CONTRACT FOR TRANSFER STATION TIPPING FLOOR REPAIRS

WHEREAS, the SBWMA is responsible for maintaining the Shoreway facilities in good working order and in compliance with regulations;

WHEREAS, a recent inspection of the transfer station indicated that the tipping floor areas underneath the green organics and solid waste piles must be immediately repaired, as noted by the Local Enforcement Agency (LEA) issuing the inspection report;

WHEREAS, this repair work is anticipated to occur every two to three years and was anticipated to be completed in the current FY2024 CapEx Budget schedule;

WHEREAS, only \$300,000 has been designated for this work in the FY2024 CapEx budget and staff recommends that the Board authorize the allocation of \$183,974.00 from capital reserves to fund this project;

WHEREAS, the Board has determined that repair of the tipping floor areas is an item which must be immediately addressed;

WHEREAS, a notice inviting bids for the SBWMA Transfer Station Floor Repair Project was issued to qualified prospective bidders and the SBWMA received two bids in response; and

WHEREAS, Concrete Restoration, Inc. submitted the lowest bid in the amount of \$420,847.27.

NOW, THEREFORE BE IT RESOLVED that the Board of the South Bayside Waste Management Authority hereby allocates \$183,974 from the capital reserve fund to the Tipping Floor Repair line of the FY2024 CapEx Budget to fund the SBWMA Transfer Station Floor Repair Project;

BE IT FURTHER RESOLVED that the Board awards the contract for the SBWMA Transfer Station Floor Repair Project to Concrete Restoration, Inc. in the amount of \$420,847.27; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to execute change orders, as needed, up to an amount equal to 15% of the contract amount (\$63,127.09) for a total project authorization up to \$483,974.00.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the this 24th day of October, 2024 by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2024-34 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on October 24, 2024.

ATTEST:

Adam Rak, SBWMA Board Chair

Cyndi Urman, Board Secretary

CONTRACT NO. 2024-03

DOCUMENT 00 5100

NOTICE OF AWARD

Dated : 10/18/2024

TO: CONCRETE RESTORATION

ADDRESS: 9587 8TH Avenue, Seattle, WA 98108

CONTRACT NO.: 2024-03

CONTRACT FOR: **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
TRANSFER STATION FLOOR REPAIR AT
333 SHOREWAY ROAD, SAN CARLOS, CA 94070**

The Contract Sum of your contract is Four-Hundred and Twenty Thousand, Eight-hundred and Forty-Seven dollars, and Twenty-Seven cents (\$420,847.27).

1. An electronic copy of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by 4:00PM of the **20th day** following the date of this Notice of Award, that is, by **November 15, 2024**
 - a. Deliver to Owner one fully executed original of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one original of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to Owner one original of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to Owner an original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).
 - e. Deliver to Owner one fully executed Document 00 6536 (Guaranty), bearing your original signature on the signature page and your initials on each page.
 - f. Deliver to Owner one fully executed Document 00 4546 (Bidder Certifications), bearing your original signature on the signature page and your initials on each page.
 - g. Deliver to Owner Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within **21 Days** after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one duplicate copy of the fully signed Document 00 5200 (Agreement) with a copy of the Project Manual (including Specifications and Drawings) and one sets of full-size Drawings.

CONTRACT NO. 2024-03

5. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through **Matt Southworth, Project Engineer at msouthworth@rethinkwaste.org** Questions regarding bonds and insurance may be directed to Matt Southworth as well. All other inquiries regarding the Project should be directed to **Cyndi Urman bids@rethinkwaste.org or 650-610-1620**. You will be issued a Notice to Proceed directing that you may commence Work.
6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records in accordance with Labor Code Section 1776.

**OWNER: SOUTH BAYSIDE WASTE MANAGEMENT
AUTHORITY**

By: _____
(Signature)

(Print Name)

(Title)

ATTEST: _____
Secretary

(Print Name)

AUTHORIZED BY BOARD RESOLUTION:

NO: 2024-33

ADOPTED: _____, 2024

[Copy of Resolution Attached]

END OF DOCUMENT

CONTRACT NO. 2024-03

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **24th** day of **October, 2024**, by and between **Concrete Restoration, Inc.**, whose place of business is located at **9587 8TH Avenue, Seattle, WA 98108 (Contractor)**, and **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**, a California Joint Powers Authority (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No.2024-32 adopted on the **24th day of October, 2024** awarded to Contractor the following Contract:

CONTRACT NUMBER 2024-03

SBWMA TRANSFER STATION FLOOR REPAIR PROJECT
at
333 SHOREWAY RD, SAN CARLOS, CA 94070

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

Owner shall pay Contractor the following Contract Sum Four-Hundred and Twenty Thousand, Eight-hundred and Forty-Seven dollars, and Twenty-Seven cents. (\$420,847.27) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

- A. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited' to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

ARTICLE 2 COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

CONTRACT NO. 2024-03

- A. Contractor shall achieve Substantial Completion of the entire Work within **60** Days from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work **120** Days from the Commencement Date.

ARTICLE 3 PROJECT REPRESENTATIVES

3.01 Owner’s Project Manager

- A. Owner has designated **Matt Southworth** as its Project Manager to act as Owner’s Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.
- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager’s rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Contractor’s Project Manager and Other Key Personnel

- A. Contractor has designated **Patrick Kimball** as its Project Manager to act as Contractor’s Representative in all matters relating to the Contract Documents.
- B. Contractor has designated the following other Key Personnel for the Project:

<u>Name</u>	<u>Position</u>
Patrick Ames	Controller
Shannon Ware	President

3.03 Architect/Engineer

- 1. This is a specialty contracting repair project. There is no architect or engineer.

ARTICLE 4 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay This project must be completed over one weekend. As liquidated damages for delay Contractor shall pay Owner two-thousand dollars (\$2000.00) for each weekday that the facility operator (SBI) cannot use the Transfer Station floor. South Bayside Waste Management Authority (SBWMA) shall not assess damages against Contractor unless and until SBWMA gives written notification of intent and basis of determination of amounts and degree of responsibility of Contractor. Such written notification must be given within a reasonable period of time after the occurrence for which SBWMA seeks to assess damages, not to exceed ten (10) days after the alleged event causing the damage. However, damages, taken in the aggregate, shall not exceed 10% of Contractor’s contract price

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

CONTRACT NO. 2024-03

5.01 Liquidated Damage Amounts

- A. See Document 00 7200 (General Conditions) Paragraph 11.07.D for liquidated damages provisions pertaining to Key Personnel.

ARTICLE 6 CONTRACT DOCUMENTS

- (a) Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 5600	Escrow Bid Documentation [OPTIONAL]
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6340	Allowance Expenditure Directive [OPTIONAL]
Document 00 6347	Daily Force Account Report [OPTIONAL]
Document 00 6363	Change Order Form [OPTIONAL]
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplementary Conditions
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda

- (b) There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 7 MISCELLANEOUS

- 7.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 7.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.03** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 7.04** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This

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assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

7.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.06 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of San Carlos, California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of San Mateo, California.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

CONTRACTOR: Concrete Restoration, Inc.

By: _____
(Signature)

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

OWNER: SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

By: _____
(Signature)

Joe La Mariana
Executive Director

(Signatures continued on next page)

Attest: _____
Secretary

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Cyndi Urman

APPROVED AS TO FORM AND LEGALITY
THIS __ DAY OF _____, [2024]

By: _____
Jean Savaree, Attorney for Owner

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END OF DOCUMENT