

## RESOLUTION No. 582-23

### A RESOLUTION APPROVING AN AGREEMENT WITH COATINGS UNLIMITED FOR CLEANING AND REPAIRS FOR WATER RESERVOIR NO. 1

**WHEREAS**, Resolution No. 375-15 signed on January 13, 2015 authorizes the City Manager to sign contracts and/or agreements with prior approval from the Donald City Council; and

**WERERAS**, the City is obligated to maintain its infrastructure in order to stay within permit compliance and provide safe and reliable service to the community; and

**WHEREAS**, On December 5, 2023 the City of Donald requested bids for cleaning and repair of Water Reservoir No. 1; and

**WHEREAS**, the City received two bids out of three that were solicited with Coatings Unlimited being the lowest and most responsive bidder; and

**WHEREAS**, the parties have negotiated the terms of the agreement and desire to enter into said agreement, which is attached hereto as Exhibit A; and

**WHEREAS**, attached is the bid proposal marked as Exhibit B.

**NOW, THEREFORE, THE CITY OF DONALD RESOLVES AS FOLLOWS:**

**Section 1.** The Donald City Council approves the agreement with Coatings Unlimited, which is attached hereto and by this reference incorporated herein as Exhibit A.

**PASSED and ADOPTED** by the City Council of the City of Donald at their regular meeting on this 9<sup>th</sup> day of January, 2024 by the vote of 6 ayes and 0 nays.

**DATE:** January 9, 2024

REDACTED FOR SECURITY  
REDACTED FOR SECURITY  
PURPOSES

Rick Olmsted, Mayor

**ATTEST** by City Manager this 9<sup>th</sup> day of January, 2024

REDACTED FOR SECURITY  
REDACTED FOR SECURITY  
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PURPOSES

Eric Underwood, City Manager

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# CITY OF DONALD

10710 Main Street N.E. • P.O. Box 388 • Donald, OR 97020-0388  
Phone 503-678-5543 • Fax 503-678-2750  
www.donaldoregon.gov

## TRADE SERVICES AGREEMENT

Contractor Providing Services:

Coatings Unlimited

Summary of Services Provided:

Properly prepare, repair, and coat Water Reservoir No. 1 as described below:  
  
Install rolling scaffolding, hand or power tool clean of all corroded areas to SSPC, SP2 or SP3 standards, Application of one spot repair coat to all prepared surfaces with Tnemec Series FC22 at 16-24 mils DFT, removal of rolling scaffolding, high pressure water wash all surfaces to remove all surface contaminants and clean the tank, disinfect the interior of the tank in accordance with procedures specified in AWWA ,C652, alternate method @2.

Conditions and Terms of Agreement (Length of time Agreement, Method Of Payment, Frequency of Services and Payments):

Payment shall be made in one lump sum payment once completion has been determined by the City. A lump sum of \$26,500.00 shall be invoiced for all services described above. Project completion is anticipated to be no later than sixty (60) days from the execution of this agreement.

To the fullest extent permitted by law, subcontractor shall indemnify, defend and hold harmless The City of Donald, affiliates of The City of Donald, and the directors, officers, trustees, employees and agents of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorney's fees), directly or indirectly arising out of, resulting from, or related to (in whole or part) the work performed.

Service Provider Agrees to provide Insurance with Additional Insured Status in Favor of the City of Donald. See following pages for requirements and Sample Certificate of Insurance and Additional Insured Endorsement

Coatings Unlimited

Signature:

Name/Position: Matt North/President  
PHONE # 425-251-3268, Date: 1/11/2024  
EMAIL: info@coatingsunlimited.com

CITY OF DONALD

Signature:

Name/Position: Eric Underwood, City Manager  
PHONE # 503-678-5543 Date:  
EMAIL: citymanager@donaldoregon.gov

REDACTED FOR SECURITY PURPOSES  
REDACTED FOR SECURITY PURPOSES  
REDACTED FOR SECURITY PURPOSES

Insurance:

Contractor shall obtain at Contractor's expense the insurance specified prior to performing under this Contract, and Contractor shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods and as required by any extended reporting period or tail coverage requirements. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Insurance coverage checked below shall be maintained inform and with companies acceptable to The City of Donald and shall meet applicable requirements imposed under the contract or by any governmental authority having jurisdiction over the work. Each policy of the insurance required herein above shall provide for thirty (30) days written notice to The City of Donald prior to cancellation.

WORKERS COMPENSATION

All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Contract including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract in an amount not less than \$1,000,000 per Claim/Aggregate. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

Subcontractor shall be responsible for any desired coverage against damage or loss to his own material, facilities, tools, equipment, plant, scaffolds, bracing and similar items, including builder's risk deductibles.

Subcontractor shall furnish The City of Donald certificates of insurance required hereunder, with The City of Donald and its employees, agents, officers listed as "additional Insured on a primary and non-contributory basis. Additional insured shall include both ongoing operations and products and completed operations and commercial auto insurance. Subcontractor shall also furnish The City of Donald a copy of each lost-time accident report made to subcontractor's insurance carriers. Subcontractor shall cooperate with its insurers to facilitate the adjustment of any claim or demand arising out of operations within scope of the work. Nothing contained in this section shall relieve subcontractor of its indemnity obligations set forth elsewhere in the subcontract.

Waiver of Subrogation: All insurance coverages maintained by Subcontractor shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, agents, insurers and underwriters, and of any right of the insurers to any set-off, Counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability. Of any person insured under any such policy (Workers Compensation - where permitted). Subcontractor further waives all claims and all rights of subrogation against Indemnified Parties' against The City of Donald and all of their respective assigns, subsidiaries, affiliates, employees, agents, insurers and underwriters, for loss of or damage to Subcontractor's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Subcontractor. If any of the Indemnified Parties and Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in "fact covered by their own insurance".

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Coatings Unlimited

Signature: **REDACTED FOR SECURITY PURPOSES**

Name/Position: Matt North/President

PHONE # 425-251-3268, Date: 1/11/2024

EMAIL: info@coatingsunlimited.com

CITY OF DONALD

Signature:

Name/Position: Eric Underwood, City Manager

PHONE # 503-678-5543 Date:

EMAIL: citymanager@donaldoregon.gov

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AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.





December 5, 2023

Alonso Limones  
City of Donald  
10710 Main St NE  
Donald, OR 97020

Reference: Bid #23-103 City of Donald Reservoir Interior Repairs

Dear Alonso,

This letter is in response to your request for our proposal to provide all labor, equipment and materials necessary to properly prepare and coat the above-referenced reservoir located in Donald, OR as described below.

#### WORK DESCRIPTION

- The interior failed areas in the roof.

#### WORK PROCEDURES

- Install rolling scaffold.
- Hand or Power tool clean all corroded areas to SSPC SP2 or SP3.
- Apply one spot repair coat to all prepared surfaces with Tnemec Series FC22 at 16-24 mils DFT.
- Remove rolling scaffold.
- High pressure water wash all surfaces to remove all surface contaminants and clean the tank.
- Disinfect the interior of the tank in accordance with procedures specified in AWWA C652, Alternate Method #2

BUDGET PRICING \$26,500.00

#### CLARIFICATIONS

- Price includes all equipment, materials, supplies and consumables except as otherwise specified.
- NACE Level 3 inspection report to be provided at the completion of the project.

#### EXCLUSIONS

- Any applicable taxes, permits, builder's risk and bonds.
- Any work, except as specifically included above.
- 3rd Party NACE Inspection, capture/disposal of wash water.

I would like to take this opportunity to assure you that Coatings Unlimited has the seasoned journeyman manpower, specialized equipment, many years of experience and financial stability necessary to complete this project in a safe, prompt and professional manner.

Sincerely,  
Matt North

**REDACTED FOR  
SECURITY PURPOSES**

Coatings Unlimited

