

CITY OF PACIFIC
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES
CONTRACT NO. SD2001

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Pacific, 100 – 3rd Avenue SE, Pacific, WA 98047, until 11:00 AM on July 1, 2020, for the performance of the STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES, Contract No. SS1703. No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened and read. Submittals may be hand delivered, sent by email to jmorgan@ci.pacific.wa.us, or faxed to (253) 887-9910.

The work shall be commenced within ten (10) calendar days after notice to proceed. All work on this project shall be completed on or before September 30, 2020, and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental theretofore and as generally described as follows:

- Clean and remove debris from storm drainage system piping and structures shown on the enclosed Project Maps (Exhibit B). Contractor will remove covers, clean piping and manhole structures;
- Video inspect cleaned pipe segments;
- Legally dispose of the removed debris; and
- Provide electronic and written reports of piping and manholes cleaned that includes pertinent infrastructure nomenclature and a record of any piping defects discovered.

The Engineer's construction estimate for this project is \$50,000-\$75,000.

This project is financed through the general city fund.

All bid proposals shall be accompanied by a bid security (bid deposit) in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Pacific, for a sum not less than five percent (5%) of the amount of such bid, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Specifications, the bid security (bid deposit/bond) shall be forfeited to the City of Pacific.

The award of the Contract will go to the qualified bidder submitting the lowest responsible bid. The City reserves the right to reject any and all bids or waive any informality in the bidding and make the award as deemed to be in the best interest of the City.

The City of Pacific, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

**NOTICE TO PROSPECTIVE BIDDERS
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES
MEASURES**

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Pacific's policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Pacific Engineering Department via telephone facsimile (fax): (253) 887-9910, Attention: James J. Morgan, P.E.

All faxes must be received at least 3 business days prior to the bid opening for a response. All prospective bidder questions and the City's response will be sent via fax or email, if possible, to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via fax. An addendum will be issued to all prospective bidders if a correction is needed.

I have the following question(s)/comment(s):

I believe the Contract Document(s) has (have) the following error(s):

Please respond to:

Name: _____

Representing: _____

Address: _____

Fax Number: _____

Email: _____

INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

1. Pre-Bid Conference

A pre-bid conference will not be held.

2. Examination of Plans, Specifications, and Site

Before submitting his/her bid, the Contractor shall carefully examine each component of the Bid Documents and any other available supporting data so as to be thoroughly familiar with all the requirements.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling and storage of materials and equipment.

3. Property Issues

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have right-of-entry. The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights-of-entry, as he/she shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: James J. Morgan, P.E., Public Works Manager for the City of Pacific, 100 3rd Avenue SE, Pacific, WA 98047, via telephone facsimile (fax): (253) 887-9910..

Questions received less than 3 days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will be sent via fax or email, if possible, approximately 2 days prior to the bid opening to each person receiving a set of such Bid Documents. The Owner will not be responsible for any other explanations or interpretations of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

5. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents, and listed below. Failure to submit any of these forms may be grounds for rejection of the bid. Sealed bids for this proposal shall be submitted as specified in the Advertisement for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and the name and

number of the project for which the bid is submitted. All bids will remain subject to acceptance for sixty (60) calendar days after the day of the bid opening.

- A. **Proposal** – Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.
- B. **Bid Security** – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, cashier's or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.
 - i. The bond form included in these Contract Provisions **MUST** be used; no substitute will be accepted. If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.
 - ii. The bid bond/deposit of the successful Bidder will be returned provided he executes the Contract, furnishes satisfactory performance bond covering the full amount of work, provides evidence of insurance coverage, and other documents required by the contract documents within 14 calendar days after Notice of Award. Should he/she fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Pacific as liquidated damages for such failure.
 - iii. The City reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Contract and furnished the performance bond.
- C. **Non-Collusion Declaration** – DOT Form 272-036H EF included in these Contract Provisions must be returned with the bid proposal.
- D. **Bidder's Qualification Form** – Regarding forms D and E, the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.
- E. **DBE Utilization Certification Form** – Must be filled in and signed.

6. Contract Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Contract and Performance and Payment Bond are included in these Bid Documents and should be carefully examined by the Bidder.

- A. **Contract** – Three copies to be executed by the successful Bidder.
- B. **Performance/Payment Bond and Warranty Bond** – Three copies to be executed by the successful Bidder and his/her surety company. This bond covers successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. The bond form included in these Bid Documents **MUST** be used; no substitute will be accepted. If an Attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.
- C. **Certificates of Insurance** – To be executed by an insurance company acceptable to the Owner, on ACCORD Forms. Required coverages are listed in Section 1-07.18 of the Standard Specifications, as may be modified by the Special Provisions. The Owner shall be named as "Additional Insured" on the insurance policies.

D. **Selection of Retainage Option** – The above Bid and Contract Documents must be executed by the Contractor’s President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Contract documents.

E. **Prevailing Wage Requirements** –

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. RCW 39.12.020. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule.

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract and will continue in effect for the first contract year. Wages paid to the employees of the selected vendor must be altered annually to recognize and follow the most recently promulgated increases or decreases in prevailing wages each year after the first year of the contract period.

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a “Statement of Intent to Pay Prevailing Wages”. A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: “I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries.”

The selected vendor must submit to the Department of Labor and Industries an “Affidavit of Wages Paid” and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City. The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

7. **Contractor Disqualification**

- 1) A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the responsibility criteria in RCW 39.04.
- 2) A bidder may be deemed not responsible and the proposal rejected if:

- a. More than one proposal is submitted for the same project from a bidder under the same or different names;
- b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
- c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
- d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
- e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
- f. The bidder failed to settle bills for labor or materials on past or current contracts;
- g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
- h. The bidder is unable, financially or otherwise, to perform the work; or
- i. There are any other reasons deemed proper by the Contracting Agency.



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date July 31, 2017, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS ↓
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____ Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Will all work be subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.		Do you intend to use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the questions above will then require you to list the subcontractor, their UBI #, and Contractor Registration # (if they are required to have one) on Addendum B of the Affidavit of Wages Paid form.		Do you intend to use apprentice employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Expected job start date (mm/dd/yy)			
Estimated number of workers	Rate of hourly pay	Rate of hourly fringe benefits	

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title _____	Signature _____

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-029-000 statement of intent to pay prevailing wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

Department of Labor and Industries
 Prevailing Wage
 (360) 902-5335
 www.lni.wa.gov/TradesLicensing/PrevWage



AFFIDAVIT OF WAGES PAID
Public Works Contract
\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Intent ID # _____	
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.		Was all work subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Did you use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors.			
Job start date (mm/dd/yy)			

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked - ca. trade	Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-007-000 affidavit of wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

PROPOSAL
CITY OF PACIFIC
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES
CONTRACT NO. SD2001

To: Mayor and City Council
City of Pacific, Washington

Contractor: _____ State License No.: _____

Date: _____
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that he has exercised his own judgment regarding the interpretation, of subsurface information and has utilized all data, which he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 5 calendar days of July 10, 2020, he will meet with City personnel and begin work no later than August 15, 2020, and complete the project no later than September 30, 2020.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the

labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

**SCHEDULE OF CONTRACT PRICES
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES**

NOTE: If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
PREPARATION					
1.	Lump Sum	STD	Mobilization, Demobilization, Site Preparation, and Cleanup		
			\$ _____	L.S.	\$ _____
			(Words) (1-09) Per Lump Sum		
OTHER ITEMS					
2.	CALC	STD	Traffic Control		
			\$ _____	L.S.	\$ _____
			(Words)(1-04) Per Estimate		
3.	200	SP	Storm Pipe Cleaning (8" and smaller)		
			\$ _____	L.F.	\$ _____
			(Words) Per Lineal Foot		
4.	6,250	SP	Storm Pipe Cleaning (10" and 12")		
			\$ _____	L.F.	\$ _____
			(Words) Per Lineal Foot		
5.	1,600	SP	Storm Pipe Cleaning (15" and 18")		
			\$ _____	L.F.	\$ _____
			(Words) Per Lineal Foot		
6.	300	SP	Storm Pipe Cleaning (21" and 24")		
			\$ _____	L.F.	\$ _____
			(Words) Per Lineal Foot		
7.	130	SP	Catch Basin / Inlet Cleaning		
			\$ _____	EA	\$ _____
			(Words) Per Each		
8.	10	SP	Storm Drain Manhole / Structure Cleaning		
			\$ _____	EA	\$ _____
			(Words) Per Each		

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
9.	75	SP	Solids Debris Disposal \$ _____ (Words) Per Ton	TN	\$ _____
10.	1	SP	Findings Report (written and electronic) \$ _____ (Words) Per Lump Sum	LS	\$ _____
Sub Total (Items 1-10)					\$ _____
Washington State Sales Tax (10.0%)					\$ _____
Base Bid Total					\$ _____
101.	8,350	SP	Closed Circuit Television Video (CCTV) Pipe Inspection \$ _____ (Words)(7-17, SP) Per Lineal Foot	L.F.	\$ _____
Additive A Sub Total					\$ _____
Washington State Sales Tax (10.0%)					\$ _____
Additive A Total					\$ _____
TOTAL BID (Base + Additive):					\$ _____

**BIDDER'S QUALIFICATION FORM
CITY OF PACIFIC
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES
CONTRACT NO. SD2001**

1. Firm Name: _____
 Firm Address: _____

2. Telephone No. (_____) _____ Fax No.: (_____) _____

3. Washington State License No. _____ Expires: _____

4. Number of years engaged in contracting business under above name:

5. Particular types of construction performed by your company: _____

6. Gross amount of contracts now on hand: \$ _____

7. List similar recent construction projects that your firm has done in the last 5 years (i.e., sewer and storm cleaning services.):

Amount	Type	Owner's Name	Phone

8. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability

9. List equipment available for anticipated work:

Quantity	Item	General Description, Size, Capacity, Title	Ownership (Own, Rent, Lease)

10. Bank Reference:

Name, Account Type	Address

By: _____
(Authorized Signature)

Title: _____

(1) Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

**SELECTION OF RETAINAGE OPTION
CITY OF PACIFIC
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES
CONTRACT NO. SD2001**

Contract/Purchase Order Number: _____

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Port Orchard shall not be liable in any way for any cost or fees in connection therewith.

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

Escrow Account Number

Contractor's Signature

Date

**BID SECURITY
CITY OF PACIFIC
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES
CONTRACT NO. SD2001**

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of PACIFIC in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars (\$_____).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of PACIFIC, Washington, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, PACIFIC, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this _____ day of _____, 20____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned 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.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H EF
Revised 5/06

CONTRACT DOCUMENTS

CONTRACT
CITY OF PACIFIC
STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES
CONTRACT NO. SD1801

THIS AGREEMENT made and entered into this _____ 2020, by and between the City of Pacific, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the "City," and _____, hereinafter called the "Contractor."

WITNESSETH:

Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **STORM DRAINAGE SYSTEM CLEANING AND VIDEO INSPECTION SERVICES.**

1. The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on July 1, 2020, and the 2018 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, The WSDOT Standard Plans, and the City of Pacific Development Guidelines and Standard Details are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued, but no later than August 15, 2020, and that all construction shall be complete within no later than September 30, 2020.

2. Storm Drainage System Cleaning and Video Inspection Services ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Project Specifications
- Plans and Contract Drawings
- Selection of Retainage Option
- Payment and Performance Bonds (if not waived by City)
- Statement of Intent To Pay Prevailing Wages
- Affidavit of Wages Paid

2. **Notice to Proceed; Time of Completion.** The Contractor shall commence work within fourteen (14) days after the City issues a written Notice to Proceed, but in any event no later than August 15, 2020, and shall complete the work by September 30, 2020. The time of completion is essential conditions of this Contract.

3. **Payment.**

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed _____

Dollars (\$ _____), including applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services

rendered, Contractor shall submit a “Minimum Wage Affidavit” for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney’s fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Contractor’s liability under this section shall be only to the extent of the Contractor’s negligence.

It is further specifically and expressly understood that the indemnification provided under this section constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only in writing, signed by the duly authorized representatives of both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor

disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operation aggregate limit.

3. Employer's Liability insurance each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right

to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is made on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

G. Pollution Liability Insurance. Insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 per project aggregate. This insurance shall be primary over any and all insurance the agency may have in place. Additionally, the CONTRACTOR is responsible for ensuring that any sub-contractor provide adequate insurance coverage for the activities arising out of subcontracts.

14. Payment and Performance Bonds. (City must check and initial above one of the following boxes.) The City waives does not waive the bond/surety provisions of this pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

15. Termination.

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Contractor's insolvency or bankruptcy, or the Contractor's assignment for the benefit of creditors.

B. Termination upon completion of the work. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City.

C. Rights Upon Termination.

1. Upon termination for any reason except for cause, all finished or unfinished reports or documents of the Contractor relating to this Contract shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation for any satisfactory work performed prior to the date of termination, not to exceed the total compensation in Section 3 of this Agreement (together with any approved Change Orders). Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. Termination for Cause or Default. In the event this Contract is terminated by the City for cause, Contractor shall not be entitled to receive any further amounts due under this Contract up to the termination date, until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City.

16. Resolution of Disputes and Governing Law. Any legal proceeding brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, such legal proceeding must be filed in King County Superior Court, King County, Washington, and the Contractor explicitly agrees to subject matter and personal jurisdiction in the same. Any such legal proceeding shall be governed by and construed in accordance with the laws of the State of Washington.

17. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

18. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

19. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the

Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

20. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

21. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

22. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

23. Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

24. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

25. Severability. The provisions of this Contract are declared to be severable. If any provision in this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

26. Public Disclosure. Contractor understands that his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to be disclosed upon a request. Contractor acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of _____ Dollars (\$ _____) with _____ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within King County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PACIFIC:

CONTRACTOR:

[INSERT NAME OF CONTRACTOR]

Signature: _____
MAYOR, Leanne Guier

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____

CITY CONTACT:

CONTRACTOR CONTACT:

Print Name: _____

Print Name: _____

Address: _____

Phone : _____

Fax: _____

Contractor License #: _____

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

**EXHIBIT “A”
PROJECT - SCOPE OF WORK**

The City of Pacific is seeking bids from qualified vendors to provide STORM DRAINAGE SYSTEM Cleaning and Video Inspection Services. Work shall include, but is not limited to, cleaning and removing debris from STORM DRAINAGE SYSTEM piping and manholes shown on the enclosed Project Map (Exhibit B). Contractor will remove covers, clean piping and manhole structures, video inspect cleaned pipe segments, legally dispose of the removed debris and provide electronic and written report of piping and manholes cleaned that includes pertinent infrastructure nomenclature and a record of any piping defects discovered, including connections to side sewers.

Items of Work

Bid Item 1 – Mobilization

This will be a Lump Sum (LS) cost for the Contractor. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals required to complete to the project not included in other bid items; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of work.

The contractor shall be responsible for any material spills. Personnel shall be trained and shall possess appropriate personal protective equipment to respond to uncontrolled releases of waste to limit and clean up the release; clean up any contaminated facility, land, waterway or aquifer, structure, or vehicle; and collect and dispose of contaminated material and pay associated costs. The Contractor shall also be responsible for costs to repair or restore and contaminated equipment, structures, land, waterway, or aquifer. The Contractor shall be responsible for timely reporting any spills to the appropriate government authority.

Bid Item 2 – Traffic Control

This will be a Lump Sum (LS) cost for the Contractor. The lump sum price bid for traffic control shall include but not be limited to Signs (portable, stationary, or barricade), which includes detour signing, Flashing Arrow Boards (FAB), Traffic Control Supervisor (TCS) Flaggers, Cones, Skinny Drums and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Bid Item 3, 4, 5, and 6 – Storm Drain Pipe Cleaning

This will be a per Lineal Foot (LF) cost for the Contractor. The Contractor shall carry out all cleaning operations with a vactor truck of suitable size and power for the work. Contractor will supply all necessary labor, material, and equipment, including temporary line plugs and bypass pumping (if required) to clean an estimated 6,250± LF of sewer pipe of various size and material composition. The contractor shall provide property resident / tenant notification prior to

commencing work including date and time of activities. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

Bid Item 7 – Catch Basin / Inlet Cleaning

This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated 130 ± rectangular catch basin and / or inlets of various sizes. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

The contractor shall record in tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented to the City in a Microsoft Excel spreadsheet format.

Bid Item 8 – Storm Drain Manhole Structure Cleaning

This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated 10 ± storm drain manholes of various size. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

The contractor shall record in tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented to the City in a Microsoft Excel spreadsheet format.

Bid Item 9 – Waste Disposal

This will be a per Ton cost for the Contractor. Contractor shall be responsible as generator to characterize, transport and dispose of all waste generated during the storm drainage catch basin and piping cleaning operations at an in-state facility permitted to receive said waste or as otherwise allowed by State and Federal solid waste disposal laws. The liquid phase may be decanted into the City's storm sewer manholes as long as it meets state water quality criteria and does not cause significant deposits of debris in the storm sewer. Under no circumstances shall the Contractor dispose any material or liquid into the City of Pacific's storm drainage system structures.

Debris disposal will be measured based on the weight in tons of debris removed during storm sewer cleaning operations. The Contractor shall be required to present to the City Disposal

tickets or other written documentation that records the weight of the waste removed, issued by the waste hauler removing said waste, as the basis of this payment.

Bid Item 10 – Findings Report

This will be a Lump Sum cost for the Contractor. This Contractor shall furnish the City with one written and one computerized report (Microsoft Word). The computerized report will be generated by onboard computer and printer, and will provide commentary on photographs and fault areas. The report will describe structural defects, misalignment, infiltration sources, and root intrusions. Each image captured or video clip capture of a defect shall be indexed to identify its location.

- All pertinent inspection data to include:
- Date and time of inspection.
- Manhole or inlet name and number.
- Size, slope, material and cardinal orientation of pipe.
- Depth from top of structure lid to bottom of structure.
- All distances between structures and inlets.
- Direction of flow.
- Defect description with o'clock position.
- Other relevant information that documents inspection.

Additive Bid Item 101 – Closed Circuit Television Video (CCTV) Pipe Inspection

This will be a Lineal Foot cost for the Contractor. The Contractor shall carry out all closed circuit television (CCTV) inspection of the storm drainage pipe cleaned. The Contractor shall perform televising work to thoroughly document the condition of the storm drainage piping. The storm drainage piping shall be carefully inspected to determine alignment, grade variations, separated joints, location and extent of any deterioration, breaks, obstacles, obstructions, and the locations of service connections.

The contractor shall inspect the storm drainage interior piping using a color closed circuit television camera (CCTV) and document the inspection on a digital recorder. All inspection video shall be captured in either MPEG or Windows Media Video (.WMV) file format and saved portable hard drives for submittal. There shall be a record of footage from a control point displayed in the video.

II. Scheduling

The Contractor shall perform cleaning and video inspection services during the hours of 7:00 am and 7:00 pm Monday through Friday. When Contactor is working on arterial streets or streets that require lane closure the hours of work are limited to between 9:00 am and 3:00 pm. No total road closures will be allowed.

EXHIBIT “B”
PROJECT – Plans and Contract Drawings

Storm lines and structures to be cleaned and video inspected include the various lines shown on the attached sheets.

