RESOLUTION NO. 2441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE SEWER MANHOLE REHABILITATION SERVICES CONTRACT, 2015-2018 TO NORTHWEST CONCRETE WATERPROOFING, LLC.

WHEREAS, the City Council approved the first Contract for the Sewer Manhole Rehabilitation Services on August 23, 2011 with Northwest Concrete Waterproofing, LLC; and

WHEREAS, the first Sewer Manhole Rehabilitation contract was completed on September 9, 2014 and completed the rehabilitation of 185 manholes; and

WHEREAS, the City continues to identify several manholes with ground water infiltration and interception problems; and

WHEREAS, the City solicited and received one quote on February 23, 2015 for next contract of the Sewer Manhole Rehabilitation Services and the bidder was Northwest Concrete Waterproofing, LLC for the amount of $146,771.20 which includes tax;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Northwest Concrete Waterproofing, LLC.

ISSUED by the City Council this 10th day of March, 2015.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
CITY OF BONNEY LAKE SYSTEM MAINTENANCE/REPAIR CONTRACT

Contract Title: Sewer Manhole Rehabilitation Services.

THIS CONTRACT is entered into the date last below written between the CITY OF BONNEY LAKE, WASHINGTON ("City") AND NWC LLC. ("Contractor").

1. WORK BY CONTRACTOR
The Contractor shall perform Sewer Manhole Rehabilitation Services as outlined in Attachment A (Work Plan for the year beginning [date] and ending [date]). The number of items on the Work Plan performed shall depend upon the total budgeted amount referenced in Section 3 below. Prior to the Contractor commencing Work on any individual manhole, the City shall issue a Work Authorization specifying a detailed scope, compensation, and completion date. The Contractor shall execute the Work upon receipt of Work Authorizations and as directed by the City.

While the Contract is in effect, the City shall enter into no other contracts for the Work. However, the City reserves the right to use City crews, in lieu of the Contractor, to perform any individual Work Authorizations.

2. TERM OF CONTRACT
All work under this Contract is to be completed as indicated (check one):

☐ All work under this Contract is to be completed by this date: ___.
☐ All work under this Contract is to be completed _____ days from the Notice to Proceed.
☐ No work is to be performed prior to written Notice to Proceed by the City.
☒ The performance period under this Contract commences 7 calendar days after contract award and ends 365 calendar days after contract award (hereinafter the "Contract Year").

This Contract may be extended by mutual agreement of the Parties for one or two additional annual option periods.

Each Work Authorization (Exhibit C) shall establish a time for completion of the Work referenced therein.

3. PAYMENT
A. The City shall pay the Contractor for the work performed under this contract (check one):

☐ Time and material, not to exceed: $__________
☐ Time and actual expenses incurred, not to exceed: $_____
☒ Compensation for individual manholes as set forth in the Work Authorizations, not to exceed the Contractor’s quote of Scheduled Prices (Exhibit B) or a total of $156,000 each year for all work, unless the City, in its sole discretion, raised the amount budgeted for manhole repairs. If the Contract is extended for one or more annual option periods, the $156,000 cap may be adjusted according to the City’s annual Work Plan and budget.
☐ Firm Fixed Price set forth in Contractor bid or quote in the amount of: $______
In the course of determining whether to extend the Contract for one or more annual option periods, the Contractor may provide the City with revised unit cost estimates. The City reserves the right to negotiate these costs and if no agreement may be reached, decline to extend the Contract.

The Contractor shall do all work and furnish all tools, materials, and equipment, in accordance with and as described in the Attachment "A".

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof; except as are mentioned in the specifications to be furnished by the City.

B. The Contractor shall maintain time and expense records, which may be requested by the City. The Contractor shall submit invoices to the City for payment for work performed. Invoices shall be submitted as Work is completed but no more frequently than once per month. Costs for more than one Work item may be included on a single invoice, but invoices must clearly identify costs associated with each item of Work. All invoices must reference the City's contract number. Invoices shall be in a format acceptable to the City.

C. The City shall pay all invoices from the Contractor within approximately thirty (30) days of receipt of a properly completed invoice.

D. All records and accounts pertaining to this Contract are to be kept available for inspections by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

E. 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 this Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents.

4. RESPONSIBILITY OF CONTRACTOR

A. Safety. Contractor shall take all necessary precautions 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 or unusual hazards.

B. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after 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 acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. 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 cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
C. Warranty. 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 such claims at its own expense. Where materials or procedures are not specified in the Contract Document, the City will rely on the professional judgment of the Contractor to make appropriate selections.

D. Nondiscrimination/Affirmative Action. Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth the provisions of the nondiscrimination clause.

E. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.

5. 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 this paragraph 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.

6. TERMINATION OF CONTRACT
A. This Contract shall terminate at the close of the Contract year, unless extended by mutual agreement of the Parties.

B. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified.

1. The Contractor makes a general assignment for the benefit of its creditors.
2. A receiver is appointed as a result of the insolvency of the Contractor.
3. The Contractor persistently or repeatedly refuses or fails to complete Work Authorizations in a timely manner.
4. Contractor fails to make prompt payment to subcontractors for materials or labor.
5. Contractor persistently disregards federal, state or local regulations and ordinances.
6. Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
7. The City determines that sufficient operating funds are not available to fund completion of the work contracted for.
C. In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Exhibit "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this 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 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. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS
A. 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.

B. 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.

8. CLAIMS
Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for 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.

9. GENERAL ADMINISTRATION AND MANAGEMENT
The Director of the Public Works Department or his/her designee shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS
A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the City obtains any judgment or award, and/or incurs any cost arising there from including attorneys’ fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this
subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable form the City.

11. INSURANCE

The Contractor shall maintain insurance as set forth in Exhibit D.

12. PREVAILING WAGE

This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wages laws and regulations shall also 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. The schedule of prevailing wage rates for this Contract is made a part of this contract as though fully set forth herein (Exhibit E).

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor and Industries.

It is the Contractor's responsibility to obtain and file the "Statement of Intent to pay Prevailing Wage". If the Parties mutually agree to extend the Contract for one or more annual option periods, the Contractor shall submit a “Statement of Intent to pay Prevailing Wage” prior to the commencement of each annual option period. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. At the conclusion of the Contract Year, and at the conclusion of any annual option periods, the Contractor shall submit an "Affidavit of Wages Paid".

In case any dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his decision shall be final, conclusive, and binding on all parties involved in the dispute.

13. PERFORMANCE BOND

The Contractor shall furnish a performance bond in a form acceptable to the City guaranteeing performance of the Work and payment of all subcontractors and suppliers.

14. INTERPRETATION AND VENUE

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Pierce County, Washington.

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14. BRANDS OR EQUAL
When a special “brand or equal” is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Contractor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

15. INSPECTION AND REJECTION
All goods, services, work, or materials purchased herein are subject inspection and to approval by the City. Any rejection of goods, services, work, or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned, will be at Contractor's risk and expense.

16. SUBLETTING OR ASSIGNING OF CONTRACTS
Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

17. INDEPENDENT CONTRACTOR
The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City.

18. RETAINAGE
Notwithstanding any other provision of this Contract, in accordance with Ch. 60.28 RCW, the City shall retain from the monies earned by Contractor hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or material man who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from Contractor. Said retainage shall be reserved in a City fund until the conclusion of the Contract Year, or the conclusion of any optional annual extensions. At the conclusion of each year the Contract is in effect, the City shall reconcile the retainage account and release any amount of retainage eligible for release under Ch. 60.28 RCW. Retainage shall not be released to Contractor until the City has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from Contractor, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10(C) have been satisfied.

19. EXTENT OF CONTRACT/MODIFICATION
This Contract, together with the attachments and/or 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 by written instrument properly signed by both parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Contract as of March 10, 2015.

CONTRACTOR

By: [Signature]
Printed Name: Jon W. Rickabaugh
Title: Managing Member
Address: P.O. Box 908
City: Spanaway, WA 9838
UBI #: 602813492
Phone Number: 253-210-5078

CITY OF BONNEY LAKE

By: [Signature]
Printed Name: Neil Johnson, Jr.
Title: Mayor

EXHIBIT A  Scope of Work
EXHIBIT B  Contractor's Schedule of Prices
EXHIBIT C  Work Authorization
EXHIBIT D  Insurance
EXHIBIT E  Prevailing Wages
STATEMENT OF WORK
Manhole Rehabilitation Project

1. REQUEST FOR QUOTES. The City of Bonney Lake is requesting quotes from qualified contractors for sewer manhole rehabilitation services.

1.1. Description of Work. The work performed under this contract consists of rehabilitation and relining of concrete manholes and chemically seal infiltration points in sewer wetwells. Rehabilitation shall include, at a minimum, wall cleaning and grout patching. For manholes with severe deterioration, rehabilitation shall include lining of walls with Spectrashield Liner System or equivalent. Depths range in depth from 4 feet to 28 feet. Work includes cleaning and preparation, patching of inflow and infiltrations, bypass or diversion of sewer flows, lining, and all required incidentals and appurtenances to complete the work as specified.

1.2. Instructions to Proposers. All proposal packages should be sent to:

City of Bonney Lake
Attn: John Woodcock, City Engineer
P.O. Box 7380
19306 Bonney Lake Blvd. E.
Bonney Lake, WA 98391

1.3. Proposers are responsible for assuring delivery. For questions, contact Dave Cihak at cihakd@ci.bonney-lake.wa.us or 253-447-4312. All answers to questions may be shared with other vendors participating in the RFQ process.

1.4. One reproducible copy of the proposal may be mailed or delivered to the address above. Proposers are responsible for assuring delivery.

1.5. Proposals must be received by the City no later than Monday, February 23, 2015 at 12:00 p.m. Proposals will be evaluated, with a recommendation to go forward to the City’s Community Development Committee (CDC). The CDC will then forward a final recommendation for project award to the full City Council. The award process is triggered and contingent upon the mayor’s signature of the Contract Agreement.

1.6. Builders Exchange. All contract documents, drawings, and specifications for this project are available for viewing and downloading on-line through Builders Exchange of Washington, Inc. (BXWA) at http://www.bxwa.com. To view the documents on BXWA’s website, select the following links: “Posted Projects”; “Small Public Works Roster”; “City of Bonney Lake”; “Small Works Projects”. Proposers are encouraged to “Register on this project” to receive automatic e-mail notification of future addend and be placed on the “Bidders List.” For other questions, contact the Builders Exchange of Washington at (425) 258-1303.

1.7. Small Works Roster. The City of Bonney Lake uses Municipal Research and Services Center of Washington (MRSC) as the City’s list of qualified businesses for small works projects. Proposers are...
required to be registered with Municipal Research and Service Center of Washington (MRSC) as a participating Small Works Business. For further information, view www.mrscrosters.org.

2. **STATEMENT OF WORK**

A. These specifications include requirements to provide a system for manhole rehabilitation that can include lining the manhole interiors, internal sealing of the frame-chimney joint area, and reconstructing manhole benches and channels. It is the Contractor's responsibility to stop all active leaks.

B. This work shall include the furnishing of all materials, equipment, tools, and labor as required for the rehabilitation of the manholes.

C. Rehabilitation products shall be applied to the manhole from the cover seat to and including the benches. The rehabilitation system must provide a non-prorated warranty as herein described in manholes to stop infiltration, prohibit root intrusion, protect the existing structure from further deterioration, and provide a surface coating resistant to sewer gases and chemicals.

D. The Contractor shall perform all required permanent landscape restoration of disturbed areas on private property and within County, State, City or Municipal rights-of-way upon completion, to the satisfaction of the Owner.

E. Products shall conform to the City of Bonney Lake Standard Specification Section 500 Sanitary Sewer and 600 Streets.

3. **GENERAL REQUIREMENTS**

3.1. General

3.1.1. This is a time and material contract under the City Administrator contracting authority of $156,000 for the rehabilitation of multiple sanitary sewer manholes and will be on an as-needed basis through the period of this contract for the City of Bonney Lake. The maximum dollar value including all orders or call-outs shall not exceed $156,000.

3.1.2. The performance period of this contract shall be one year from the date of award of the contract. However, the contract may be closed earlier by the City's designated contracting agent if the total value of all work orders are within $500 of the not to exceed amount of $156,000 and the work orders are complete.

3.1.3. This is an Indefinite Delivery Quantity (IDQ) contract. Period of contract is for one year and may total up to $156,000 per year in services. It is planned to accomplish at least $90,000 in work each year. Two optional one year extensions may be awarded at the discretion of the City. Work will be ordered one man-hole at a time with up to five manholes under construction at the same time. Work contained in this contract shall be exclusively awarded to the low bidder during the period of this contract with the possible exception of work accomplished by City staff. The contract shall be awarded to the contractor providing the lowest total of all bid items using estimated quantities of work provided.
in the Schedule of Prices by the City and the unit prices provided by the contractor. Unit prices bid shall remain in force for the duration of the contract. Unit price increases may be increased at the time of an extension, for significant changes in labor or material costs, if sufficient documentation supporting these cost increases is provided by the contractor. Question concerning this type of contract should be directed to the Public Works Director (253) 447-4347 or Assistant Public Works Director (253) 447-4323.

3.1.4. The Contractor(s) is to have sufficient staff to be available on an “on call” basis, and will respond, as requested, by the Public Works Department (PWD). Work will be ordered and administered through the PW-ADMIN office. Work will be inspected by PW-ENGR staff in PWD.

3.1.5. The Contractor(s) shall be prepared to furnish all tools, materials, and/or equipment necessary to perform the necessary work.

3.1.6. The services of the Contractor may be required at any time. Work will normally occur during normal working days and hours. The Contractor shall have adequate staff available to respond to any request(s) within a reasonable time, i.e. the next business day or as may mutually be agreed.

3.1.7. On-call work will be assigned as “Call-outs” against this contract. Call-outs will normally be made in writing. A sample Call-out is included in Exhibit "A".

3.1.8. Emergency call-outs will normally be initiated verbally by the PW-Engr Project Manager and will be followed the next working day in writing.

3.1.9. No more than twenty (20) man-holes shall be worked on at the same time. New call outs will be issued as previous call outs are completed.

3.2. Manhole and Wetwell Description.

3.2.1. Manholes: The work performed under this contract consists of rehabilitation of 48-inch diameter manholes. Rehabilitation shall include at a minimum of wall cleaning and grout patching. For manholes with severe deterioration, rehabilitation shall include lining of walls with Spectrashield Liner System. Manhole depths range from 4 feet to 28 feet in this small work contract. Other work may involve patching of inflow and infiltrations, bypass or diversion of sewer flows, lining, and all required incidentals and appurtenances to complete the work as specified.

3.2.2. Wetwells: The work performed under this contract consists of patching inflow and infiltrations points.

3.3. Traffic Control

Traffic control shall be shall be the responsibility of the Contract. The Contractor’s effort for traffic control shall be compensated as described under Part 6.2.2 of this document.

3.4. Waste Disposal. All waste generated from this project shall be disposed of by the contractor at an approved recycling center. The contractor shall follow all applicable hazardous waste and disposal laws and shall present documentation to the City as evidence of proper disposal before payment.
3.5. Safety

Contractor and sub-contractor(s) shall perform work in a manner to protect the health and safety of all workmen and the public. All work shall be in accordance with standard industry safety practices. All work, including entry into confined spaces shall be performed in strict compliance with current OSHA and WISHA regulations.

3.6. References

This section references American Society of Testing and Materials (ASTM) standard specifications, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

A. ASTM 4541 Adhesion
B. ASTM D412 Tensile Strength (PSI)
C. ASTM D412 Elongation (%)
D. ASTM D2240 Tear Strength (PLI)
E. ASTM D1737 Hardness
F. ASTM D1737 Flexibility (1/8” mandrel)
G. ASTM 4060 Taber Abrasion (mg loss)
H. CIGMAT Evaluation (UH 96-7) of Spectrashield Liner System for Wastewater Concrete and Clay Brick Facilities. University of Houston Department of Civil Engineering: December 1996.

3.7. Submittals

All submittals shall be submitted in accordance with the applicable portions of these specifications. The Contractor shall submit the following information to the City for approval prior to beginning the installation of the protective coating.

All materials and procedures required to establish compliance with the specifications shall be submitted to the City for review/approval. Submittals shall include at least the following:

A. Technical Data Sheet on each product used.
B. Material Safety Data Sheet (MSDS) for each product used.
C. ASTM References.
D. CIGMAT Evaluation.
E. Descriptive literature, bulletins, and/or catalogs of materials.
F. Work procedures including flow diversion plan, method of repair, etc.
G. Documentation that the Applicator of the coating has been trained and certified by the Manufacturer and meets the experience requirements of these specifications
H. Material and method for repair of leaks or cracks in manholes.
I. Final installation report on completed manholes.

3.8. 10-Year Limited Warranty

CCI Spectrum, Inc. (manufacturer) and Applicator warrant the SPECTRASHIELD manhole liner against failure for a period of 10 years. “Failure” will be deemed to have occurred if the protective lining fails to (a) prevent the internal damage or corrosion of the structure (b) protect the substrate and
environment from contamination by effluent. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired to restore the lining at no cost to the City within 60 days after written notification of the failure. “Failure” does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structures of the type involved. There are no warranties express or implied other than those specifically stated in this section. Any liability for consequential and incidental damages is expressly disclaimed. Liability is limited to and shall not exceed the purchase price paid. If approved equal or better is approved an equal or better warranty is required.

3.9. Quality Assurance

The manufacturer and/or applicator of the total liner system of manholes shall be a company that specializes in the design, manufacturer, or installation of corrosion protection systems for manholes. Applicator shall be completely trained in leak repair, surface preparation, and corrosion materials application on manholes. Corrosion materials/products shall be suitable for installation in a severe hydrogen sulfide environment without any deterioration to the liner.

The applicator shall be trained and certified by the manufacturer for the handling, mixing, application, and inspection of the liner system as described herein. To ensure total unit responsibility, all materials and installation thereof shall be furnished and coordinated with/by one supplier/applicator who turnkeys the work and assumes full responsibility for the entire operation.

4. MATERIALS

4.1. Portland Cement Mortar/Grout

Portland cement grout - Furnish Portland cement grout consisting of one part Portland cement and three parts sand by weight, thoroughly mixed with a minimum amount of water to produce a thick, creamy consistency. Sand and cement shall meet the following requirements:

4.1.1. Washington Department of Transportation’s Standard Specifications for Road, Bridge, and Municipal Construction, Section 9-01, Portland cement.

4.1.2. Washington Department of Transportation’s Standard Specifications for Road, Bridge, and Municipal Construction, Section 9-01, Sand.

4.2. Water Plug and Leak Sealers

The Contractor shall provide a submittal as described in Part 3.7 for materials planned to be used for water plugging and leak sealing.

4.3. Coating Polymer

4.3.1. The coating system shall be a spray applied 100% SPETRASHIELD LINER SYSTEM or equal to or better than. All products to be used on this project must be preapproved by the City prior to the proposal date.
4.3.2. The materials to be utilized in the lining of manholes shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment. Manufacturer of corrosion protection products shall have long proven experience in the production of the lining products utilized and shall have satisfactory installation record.

4.3.3. Equipment for installation of lining materials shall be high quality grade and be as recommended by the manufacturer.

4.3.4. The lining system to be utilized for manhole structures shall be a multi-component stress skin panel liner system as described below:

4.3.4.1. Liner:

<table>
<thead>
<tr>
<th>Component</th>
<th>Material Description</th>
</tr>
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<tbody>
<tr>
<td>Installation</td>
<td>Liner</td>
</tr>
<tr>
<td>Moisture barrier</td>
<td>Modified polymer</td>
</tr>
<tr>
<td>Surface</td>
<td>Polyurethane/polymeric blend foam</td>
</tr>
<tr>
<td>Final corrosion barrier</td>
<td>Modified polymer</td>
</tr>
</tbody>
</table>

4.3.4.2. Modified polymer shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.

TYPICAL CHEMICAL ANALYSIS

<table>
<thead>
<tr>
<th>“A” Component</th>
<th></th>
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<tbody>
<tr>
<td>Viscosity, 77° F, cps, ASTM D1638</td>
<td>450</td>
</tr>
<tr>
<td>Physical State</td>
<td>Liquid</td>
</tr>
<tr>
<td>Color</td>
<td>Clear to amber</td>
</tr>
<tr>
<td>Hygroscopicity</td>
<td>Reacts with water</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>“B” Component</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity, 77° F, cps, ASTM D1638</td>
<td>500</td>
</tr>
<tr>
<td>Physical State</td>
<td>Liquid</td>
</tr>
<tr>
<td>Color</td>
<td>Flamingo Pink</td>
</tr>
<tr>
<td>Nonvolatile</td>
<td>100%</td>
</tr>
</tbody>
</table>

Reaction Profile (100 grams, 175° F sample)

<table>
<thead>
<tr>
<th>Processing</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gel Time, seconds</td>
<td>10</td>
</tr>
<tr>
<td>Tack Free Time, seconds</td>
<td>20</td>
</tr>
<tr>
<td>Cure Time, seconds</td>
<td>90</td>
</tr>
</tbody>
</table>

Processing

| Recipe A System/B System, volume ratio | 1.00/1.00 |

Typical Physical Properties

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile Strength, PSI</td>
<td>&gt;3,600</td>
</tr>
<tr>
<td>Elongation, %</td>
<td>&gt;300</td>
</tr>
<tr>
<td>Tear Strength, PLI</td>
<td>&gt;5,000</td>
</tr>
<tr>
<td>Shore A Hardness</td>
<td>96</td>
</tr>
</tbody>
</table>
4.3.4.3. Polyurethane Rigid Structure Foam, low viscosity two-component, containing flame retardants.

**TYPICAL CHEMICAL ANALYSIS**

<table>
<thead>
<tr>
<th>Component</th>
<th>Viscosity, 77° F, cps. ASTM D1638</th>
<th>Physical State</th>
<th>Color</th>
<th>Hygroscopicity</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>200</td>
<td>Liquid</td>
<td>Dark brown</td>
<td>Reacts with water and evolves CO2 gas</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>660</td>
<td>Liquid</td>
<td>Transparent dark</td>
<td>Absorbs water rapidly thus changing ratio</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reaction Profile (100 grams, 77° F sample)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cream Time, seconds</td>
</tr>
<tr>
<td>Tack Free Time, seconds</td>
</tr>
<tr>
<td>Rise Time, seconds</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Processing</th>
<th>A System/B System, volume ration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.00/1.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Typical Physical Properties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density, nominal, core, lbs/ft³ ASTM D1622 @ 74° F</td>
</tr>
<tr>
<td>Compression Strength, ASTM D1621, PSI</td>
</tr>
<tr>
<td>Closed Cell Content, % – ASTM 1940 @ 74° F</td>
</tr>
<tr>
<td>Sheer Strength, PSI – ASTM C273 @74° F</td>
</tr>
</tbody>
</table>

4.3.5. Total thickness of multi-component stress panel liner shall be a minimum of 500 mils. Product shall be SPECTRASHIELD, by CCI Spectrum, Inc.

## 5. EXECUTION OF WORK

### 5.1. General

5.1.1. At a minimum, the Contractor shall clean and prepare each and all manholes identified in the Call-Out.

5.1.2. After the Contractor has cleaned the manholes, the City shall inspect each manhole prior to applying the lining or replacement of any manhole steps or rings to determine the condition of the
manhole. The City shall determine at this time what further restoration effort shall be done for each
manhole. The Call Out document shall be modified by mutual agreement if needed to increase or
decrease the scope of work for the manhole.

5.1.3.Installation of the protective coating shall not commence on any surfaces containing freshly
poured concrete until the concrete substrate has properly cured.

5.1.4. All waste material generated by the Contractor’s staff shall be removed daily from the work site
and the area left clean upon completion of work. Any equipment or building structure damaged by the
Contractor’s staff shall be repaired or replaced to the satisfaction of the Owner.

5.1.5. Work shall not commence earlier than 7:00 A.M., nor extend beyond 7:00 P.M., without the
express approval of the Public Works Director or designee. No work shall be performed on Saturdays,
Sundays or holidays unless authorized by the Public Works Director or designee.

5.2. Manhole Cleaning and Lining Preparation

The Contractor shall complete at a minimum the following steps prior to inspection of the manhole.

5.2.1.1. Clean all surfaces with high pressure water to remove all loose or contaminated debris. Other
equipment and methods may be required to remove all unsound material.

5.2.1.2. When all loose, contaminated, and unsound debris has been removed, the Contractor shall
fill/patch minor cracks and wall depressions with approved cement grout.

5.2.1.3. The Contractor shall identify and mark for inspection any places in the manhole where active
water infiltration is occurring. The Contractor and the City shall agree to the extent of the effort
required to stop the water infiltration

5.2.1.4. As part of the manhole cleaning and prior to the City’s inspection, the Contractor shall inspect
the manhole steps and rings and mark any steps or rings identified as needed for replacement.

5.3. Surface Preparation

5.3.1. Applicator shall inspect all surfaces specified to receive the coating system prior to surface
preparation. Applicator shall promptly notify City of any noticeable disparity in the surfaces that may
interfere with the proper preparation or application of the surfacing system.

5.3.2. All concrete that is not sound or has been damaged by chemical exposure shall be restored to a
sound concrete surface. All contaminants including all oils, grease, incompatible existing coatings,
waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be
removed.

5.3.3. Surfaces to receive protective coating shall be cleaned to produce a sound concrete or masonry
surface with adequate profile and porosity to provide a strong bond between the surfacing system and
the substrate. Surface preparation methods shall be based upon the conditions of the substrate and the
requirements of the surfacing system to be applied, but as a minimum, shall be in accordance with the
procedures listed below.
1. Clean all surfaces with high pressure water to remove all loose or contaminated debris. Other equipment and methods may be required to remove all unsound material.

2. When all loose, contaminated, and unsound debris has been removed, the surface shall be etched with a solution of 20% muriatic acid to clean and open the pores of the substrate.

3. The surface shall be washed again and the wash water shall contain a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on the surface.

4. The surface shall be tested with litmus paper at various points throughout the structure to ensure that the pH is within acceptable limits (not to exceed 8.5). If the surface does not meet the pH requirements, the above steps shall be repeated until the surface pH is within acceptable limits. All tests results will be retained for review by the City.

5. Active water infiltration shall be stopped by using a cementitious water plug that is compatible and suitable for top coating with the specified monolithic surfacing system. Each manhole will be inspected and approved by the City for infiltration prior to application of the liner.

6. If pre-installation inspection reveals infiltration (defined as visible and consistent movement of water) though the wall of the structure, a collapse in an area of the wall, a bench that needs to be rebuilt/repaired, a necessity for sandblasting (if necessary after surface preparation as described in specification) or anything that will require more than typical preparation of the structure, the contractor will advise the City’s representative. Such extra work will be approved in writing between the City and the contractor prior to the commencement of the work and shall be considered as a separate pay item.

5.4. Application

1. The interior surfacing system shall be applied to the chimney, walls, bench, and invert of all manholes and to the specified surfaces of all other structures.

2. The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

3. The cured surfacing shall be with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the surfacing system manufacturer.

4. When cured, the system shall form a continuous, tight fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.

5. The system shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of groundwater infiltration.
6. Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

7. The equipment shall be specially designated to an accurate ratio and apply the specified materials and shall be regularly maintained and in proper working order.

8. The specified materials must be applied by an approved installer of the surfacing system.

9. The walls and bench and invert of the structure shall be lined with the surfacing system to provide a thickness as previously specified based on the condition of the existing structure. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in accordance with the recommendations of the surfacing system manufacturer.

10. Specially designed spray and/or spincast be used to apply each coat of the system.

5.5. Testing and Inspection

5.5.1. During application a film thickness gage shall be used to ensure a uniform thickness during application.

5.5.2. The City’s Representative and Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

6. MEASUREMENT AND PAYMENT

6.1. General

6.1.1. All materials furnished and work performed, shall be done in accordance with the latest edition of the City of Bonney Lake’s 2008 Development Policies & Public Work Design Standards (hereinafter designated “Standard Specifications”) including any amendments, addenda, and revisions thereto, except as modified within these proposal Documents for the Manhole Rehabilitation Project.

6.1.2. In case of discrepancy between the quantity contained in the proposal schedule and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity contained in the proposal schedule.

6.1.3. If the quantity of a particular item of work is intentionally increased or decreased during construction, the final pay quantity of that item will be adjusted to reflect the change. The City of Bonney Lake reserves the right to accept or reject any or all alternates or options or any combination thereof.

6.2. Payment Items

6.2.1. Item 1 – Mobilization/Demobilization
This item shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project; for premiums, bonds and insurance for the project; site clean-up and debris disposal; water for mortar mixing and clean-up; permits; and for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Payment for Mobilization shall be on a lump sum basis with the following distribution: a maximum of twenty percent (20%) for each Mobilization effort and the remaining balance for Demobilization after all work is completed on the twenty manholes identified within this contract. Payment for this item will be made at the contract price per contract service request.

6.2.2. Item 2 - Traffic Control
The unit price for this item shall include full compensation for the cost of furnishing, installing, and removing all temporary traffic and pedestrian signs and barricades, submittal and updating of traffic control and detouring plans to the City of Bonney Lake, and all necessary traffic control in accordance with the traffic control plan requirements identified herein. Payment for this item will be made at the contract unit price per hour of controlling traffic.

6.2.3. Item 3 – Manhole Cleaning and Lining Preparation
The unit price for this item shall include full compensation for all labor, equipment, materials and all incidentals necessary to clean manholes prior to the potential lining of the manholes and the inspection by the City as described in Part 5.2 of this Document. Work shall include, but not be limited to: cleaning and preparation of manholes per the work description in Part 5.2, patching of minor inflow and infiltration (minor is defined as cracks less than 6 inches in length combined with an opening width of less than or equal to 1/8 inch or a hole with a diameter less than ½ inch), diversion or bypass of sewer flows, and site clean-up. All materials, labor, equipment, and incidentals required to correct minor inflow and infiltration conditions will be considered incidental to manhole cleaning. Significant inflow and infiltration conditions that require pressure grouting shall be considered as additional work as outlined in payment item 6.2.9 below.

6.2.4. Item 4 – Lining of Manholes with Spectrachield Liner System
The unit price for this item shall include full compensation for all labor, equipment, materials and all incidentals necessary to line manholes with Spectrashield Liner System in accordance with the plans and specifications. Work shall include, but not be limited to: diversion or bypass of sewer flows; lining of manholes with Spectrashield Liner in accordance with the specifications; testing; and site clean-up. Payment for this item will be made at the contract unit price per Vertical Foot. Vertical feet shall be measured vertically by the linear foot from the manhole channel springline to the manhole cover frame. The final pay quantity shall be by field measurement with the Contractor and Engineer present.

6.2.5. Item 5 – Installation of Manhole Steps
The unit price for this item shall include full compensation for all labor, equipment, materials and all incidentals necessary to install a new manhole step. All materials, labor, equipment, and incidentals shall include at a minimum a manhole step that is in compliance with the City of Bonney Lake standard plan SS - 6, preparation of the manhole surface to insert the step, and all materials to secure the step in place. Payment for this item will be made at the contract unit price per step.

6.2.6. Item 6 - Adjustment or Replacement of Existing Manhole Frame, Cover and Riser: Existing manholes below grade shall be raised to grade using cast iron riser ring, brick and mortar, concrete “donut” riser, or manhole riser section as directed by the Project Manager. When adjusting with
brick, a maximum of 16 inches will be allowed. The mortar shall be toweled to a smooth finish. All work will be in accordance with Standard Specifications Detail SS-5, all materials, labor, and equipment, are incidental to this work. MANHOLE RING AND COVER will be provided by City, ring required to match the existing pavement elevation. Payment for this item will be made at the contract unit price per each.

6.2.7. Item 7 – Installation / Replacement of manhole bench and invert
Manholes lacking benches and inverts shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete use to complete the bench and invert to the City standards including bypassing of manhole.

6.2.8. Item 8 – Reseal inflow/outflow pipe(s)
Unit price for this item shall consist of all labor, equipment and materials to remove deteriorated seals and the replacement of concrete seals. Payment for this item will be made at the contract unit price per manhole. This item is expected to have between one and four seals per manhole to be resealed.

6.2.9. Chemical Sealing of Manhole and Wetwell Infiltration Points
The unit price for this item shall include full compensation for all labor, equipment, materials and all incidentals necessary to chemically seal manholes that have major infiltration access points (major is defined as cracks greater than or equal to 6 inches in length combined with an opening width greater than 1/8 inch or a hole with a diameter greater than ½ inch). Work shall be with Deneef Seal Foam NF or approved equal and will be in accordance with the specifications of the chemical sealing material. Payment for this item will be made at the contract unit price per each. The final pay quantity shall be by field measurement with the Contractor and Project Manager present.

6.2.10. Item 10 – Raise Sewer Valve Covers
The unit price for this item shall include full compensation for all labor, equipment, materials and all incidentals necessary to raise the sewer valve in the pavement in accordance to the City of Bonney Lake Standard Plan SS – 13.

7. PROPOSAL TERMS AND CONDITIONS.

7.1. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

7.2. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

7.3. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFQ.

7.4. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.

7.5. Contractor Agreement. All work performed will be carried out consistent with the Execution Of Work, Section 5, and under the terms set forth in the signed Contractor Agreement, Item 5 of the RFQ packet.
7.6. **Warranty and Defect Bond.** The Contractor shall submit a Warranty and Defect Bond, Item 8 of the RFQ packet, at the time of completion of work and prior to release of retainage.

8. **PROPOSAL CONTENTS.** All proposals must include the information outlined in this section. Items in Section 8.1 through 8.4 must be submitted collectively as the Quote Proposal Package by the deadline set forth in Section 1.5. Items in Section 8.5 through 8.12 are to be executed and submitted within 10 calendar days after receiving the Notice of Award.

8.1. Contractor Proposal with contractor contact information.

8.2. Completed Schedule of Prices Sheet. Pricing, including waste disposal and sales tax, for all items in the Statement of Work, Section 5, shall be provided on Exhibit B, Schedule of Prices sheet.

8.3. Signed Contract. In the event of an award, the City will then sign the Contract.

8.4. References. Provide 3 professional references, preferably from a government agency, for which you have completed similar work.

8.5. Performance and Guarantee Bond. See Item no. 6 of the RFQ Packet.

8.6. Certificates of Insurance. See Exhibit D and Section 8 of the Contract.

8.7. Certificate as to Corporate Principal. See Item no. 9 of the RFQ Packet.

8.8. Certificate as to Corporate Seal. See Item no. 10 of the RFQ Packet.

8.9. Contractor’s Declaration of Option for Management of Statutory Retained Percentage. See Item no. 11 of the RFQ Packet and Section 17 of the contract.

8.10. Statement of Intent to Pay Prevailing Wages. See Exhibit E.

8.11. W-9 Request for Taxpayer’s Identification Number & Certification. See Item no. 12 of the RFQ Packet.

8.12. Labor and Materials Bond. See Item no. 7 of the RFQ Packet.
### Schedule of Prices

**SEWER MANHOLE REHABILITATION SERVICES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Approx. Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization/Demobilization (max. 5% of Schedule A bid), $</td>
<td>$LS</td>
<td>Contract Service</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control $/hr</td>
<td>$/hr</td>
<td>120 Hr</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Manhole Cleaning and Lining Preparation (average depth of manhole 10'-15') $</td>
<td>$/ft</td>
<td>300 ft</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Lining of Manholes with Spectrachield Liner System, (average depth of manhole 10'-15') $</td>
<td>$/ft</td>
<td>300 ft</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Insert a Manhole Step (average number of steps per manhole is six) $</td>
<td>$/ea</td>
<td>60 ea</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Adjustment or Replacement of Existing Manhole Frame, Cover and Riser (manhole ring and cover provided by the City) $</td>
<td>$/ea</td>
<td>40 ea</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Installation/Replacement of manhole bench and inverts. $</td>
<td>$/cy</td>
<td>10 cy</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8</td>
<td>Reseal inflow/outflow pipe(s) $</td>
<td>$/ea</td>
<td>50 ea</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>Chemically Seal Manhole or Sewer Wetwell Infiltration Points $</td>
<td>$/ea</td>
<td>50 ea</td>
<td>$</td>
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<tr>
<td></td>
<td>(unit price in words)</td>
<td></td>
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<td>Item</td>
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<td>Total Price</td>
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<tr>
<td>------</td>
<td>----------------------------------</td>
<td>------------</td>
<td>-----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>10</td>
<td>Raise Sewer Valve Covers</td>
<td>$/ea _____</td>
<td>5 ea</td>
<td>$ _____</td>
</tr>
<tr>
<td></td>
<td>(unit price in words)</td>
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<td>Subtotal (Items 1 – 10) Schedule A</td>
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<td>Washington State Sales Tax (8.8%)</td>
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<td></td>
<td>Total Construction Cost</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Schedule A</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Work Authorization

CONTRACT: Sewer Manhole Rehabilitation Services

Work Authorization Number: ________________ (Sequential from beginning of contract)

Title: ____________________________________________

Location of Work/Manhole ID Number: ____________________________

- Work shall be performed in the Not to Exceed (NTE) amount of: $______________
- Contractor shall not exceed this amount without written approval of the City’s Project Manager.

Service Tasks:

Performance Period.
The Contractor shall commence work within ____ working days and said work shall be physically completed within ____ working days after issuance date. When a modification to this Call out is authorized, a Notice to Proceed date will be determined and the work completion period shall be restarted.

City of Bonney Lake       Date Issued       NTP Issued
__________________________       ____________       ____________

Contractor               Date Received       Date Completed
__________________________       ____________       ____________
Insurance Requirements:

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, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

1. Minimum Scope of Insurance

The Contractor shall obtain insurance of the types described below:

a. **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.

b. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, 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 General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

c. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

2. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

b. **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 operations aggregate limit.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

a. 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.

b. The Contractor's insurance shall not be cancelled or reduced as to coverage by either party, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. Acceptability of Insurers

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

5. Verification of Coverage

The 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. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

6. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

7. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtain pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
CERTIFICATE OF INSURANCE
TO: City of Bonney Lake

Return this certificate to:

City of Bonney Lake
PO Box 7380
19306 Bonney Lake Blvd,
Bonney Lake, WA 98391

This certifies to City of Bonney Lake that the following described policies have been issued to the Insured named below and are in force at this time:

Insured ____________________________________________

Address __________________________________________

Description of operations/locations/products (show contract name and/or number, if any)

<table>
<thead>
<tr>
<th>Policies and Insureds</th>
<th>Limits</th>
<th>Policy Number</th>
<th>Expiration</th>
<th>Best’s Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bodily Injury</td>
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<tr>
<td></td>
<td>Property Damage</td>
<td></td>
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</tr>
<tr>
<td>Comprehensive/General Liability</td>
<td>Each Person</td>
<td>Each Occurrence</td>
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</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Employer’s Liability</td>
<td></td>
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<tr>
<td>Automotive Liability</td>
<td>Each Person</td>
<td>Each Occurrence</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days’ written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

Note to Contractor: City of Bonney Lake and its authorized agents shall be named as additional insured for this policy.
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Hurley, Atkins & Stewart, Inc.
1800 Ninth Ave., #1500
Seattle WA 98101
Phone: 206-682-5656

**INSURED**

**DATE (MM/DD/YY)**
10/02/00

**INSEURS AFFORDING COVERAGE**

**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>INSURER A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>FIRE DAMAGE (Any one fire)</td>
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<tr>
<td></td>
<td>CLAIMS MADE OCCUR</td>
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<td>MED EXP (Any one person)</td>
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<tr>
<td></td>
<td>GEN. AGGREGATE LIMIT APPLIES PER:</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>POLICY LOC</td>
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<td>GENERAL AGGREGATE</td>
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<td></td>
<td>AUTOBUS LIABILITY</td>
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<td>PRODUCTS - COM/P/OP AGG</td>
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<td></td>
<td>ANY AUTO</td>
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<td>ALL OWNED AUTOS</td>
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<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td>AUTO ONLY - EA ACCIDENT</td>
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<td>ANY AUTO</td>
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<td>OTHER THAN</td>
<td>AUTO ONLY:</td>
<td>AGG</td>
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<td></td>
<td>EXCESS LIABILITY</td>
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<td>EACH OCCURRENCE</td>
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<td>OCCUR CLAIMS MADE</td>
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<td>RETENTION</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>WC STATUTORY LIMITS</td>
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<td></td>
<td>OTHER</td>
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<td></td>
<td>E.L. EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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<td></td>
<td>OTHER</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**CERTIFICATE HOLDER**

**ADDITIONAL INSURED, INSURER LETTER: CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail written notice to the certificate holder named to the left. Failure to do so shall impose no obligation or liability upon the insurer, its agents or representatives.

ACORD 25-S (7/97) ©ACORD CORPORATION 1988
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW / Douglas Budzynski</td>
<td>10 March 2015</td>
<td>AB14-32</td>
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</tbody>
</table>

Agenda Item Type: Resolution

Ordinance/Resolution Number: 2441

Councilmember Sponsor: Donn Lewis

Agenda Subject: Award contract to Sewer Manhole Rehabilitation Services, 2015-2018

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Award Contract To Northwest Concrete Waterproofing For Sewer Manhole Rehabilitation Services, 2015-2018.

Administrative Recommendation: Recommend Approval

Background Summary: Resolution 2144 awarded an Indefinite Delivery Quantities Contract to Northwest Concrete Waterproofing, LLC for the Sewer Manhole Rehabilitation project in 2011 for the amount of $157,829.20. This contract was the first phase of the sewer manhole rehabilitation effort and covered the rehabilitation efforts of sewer manholes city-wide with various deficiencies including structural, I&I, safety, and cleanliness. The contracted was completed in 2014 with repairs completed to 185 manholes. To continue the efforts of repair and maintenance of our sewer manholes, quotes were solicited in 2015. One quote was received from Northwest Concrete Waterproofing LLC (NWCW) delivering a quote of $146,771.20. Using IDQ procedures, work orders will be issued for each manhole identified for the need repair until the annual budget funds available are utilized, but not exceeded.

Attachments: Resolution 2441, Contract

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 $90,000.00</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
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</tr>
<tr>
<td>2016 $90,000.00</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
<td>$0</td>
</tr>
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</table>

Budget Explanation: 402.000.035.535.50.48.05 - R&M, Manhole Repair

Revenue Source: Sewer O&M Rates

**COMMITTEE, BOARD & COMMISSION REVIEW**

Council Committee Review: Community Development Date: 3 March 2015

<table>
<thead>
<tr>
<th>Approvals:</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>Chair/Councilmember</td>
<td>Donn Lewis</td>
<td></td>
</tr>
<tr>
<td>Councilmember</td>
<td>Randy McKibbin</td>
<td></td>
</tr>
<tr>
<td>Councilmember</td>
<td>James Rackley</td>
<td></td>
</tr>
</tbody>
</table>

Consent Agenda: □ Yes □ No

Forward to:

Commission/Board Review:

Hearing Examiner Review:

**COUNCIL ACTION**

Workshop Date(s): Public Hearing Date(s):

Meeting Date(s): March 10, 2015 Tabled to Date:

**APPROVALS**

Director: Mayor:

Dan Grigsby Neil Johnson Jr.

Date Reviewed by City Attorney: (if applicable):