Community Development Committee
March 3, 2015 Scheduled Meeting

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at P.M.

Roll Call: Attendees:
Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Randy McKibbin
Public Works Director, Dan Grigsby
Community Development Director, John Vodopich
Assistant Public Works Director, Charlie Simpson

I. Discussion/Presentation:
1. Grinder Pumps - Charlie Simpson

II. New Business/Action Items:
1. Approval of February 17, 2015 CDC Meeting Notes.
2. AB15-29, Resolution 2439, Interlocal Agreement Among The Cities Of Auburn And Bonney Lake For Revision Of Water District Boundaries
3. AB15-32, Resolution 2441, Sewer Manhole Rehabilitation Services, 2015-2018

III. Actions Under Development by Staff:
1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.
3. Street Light Conversion to LED fixtures/lamps.
4. Outsource Grinder Pump Service (March 2015). Research cost to individual grinder pump customer. Determine whether this service could be extended to property owners with private grinder pumps. Also determine the cost to customers to outsource this work.
February 25, 2015

To: Community Development Committee  
Chairperson Donn Lewis  
Councilmember James Rackley  
Councilmember Randy McKibbin

Cc: Dan Grigsby – Public Works Director

From: Charles Simpson – Assistant Public Works Director  

The Community Development Committee (CDC) requested a review of assuming responsibility for all sewer grinder pumps within the City sewer system. Currently the City is responsible for 86 grinder pumps that service 144 households from the original installation of 91 grinders serving 149 households in 1981. Current City policy requires that with all new construction the property owner is responsible for the sewer grinder pump. All new grinder pump installations require a mechanical inspections. However, they are not tracked. A manual search would need to be done through each permit to establish if a grinder pump was installed. Public Works staff provided a guesstimate of 24+ grinder pumps that have been installed and are privately owned.

The pros and cons of the City taking responsibility for all private sewer grinder pumps is as follows:

Pros:

- All grinders would be properly maintained by City staff
- A replacement program would assure that older equipment is replaced in a timely period
- Costs could be spread evenly throughout the system that may bring down the customers billing per month

Cons:

- Acceptance of grinders that are out dated or substandard
- Grinders located in backyard areas would be difficult to maintain by Public Work staff
- Grinders located in an unsafe or, closed off area, create a liability issue.
- Current private grinders are connected to the house electrical system. If City took responsibility for grinder pump the issues would be:
  - Cost of electrical wiring from grinder pump to new electrical service panel owned by City at street level
  - City purchase of new electrical panel, new generator connection, and costs for new PSE connection to panel.
- Further environmental liability for sewer overflows
- Failure of power supply will require City staff to pump 29+ more wet wells.
- Two additional 440 portable generators would need to be purchased and mounted to two new trucks.
- Staff increase to maintain grinder pumps

Pros and Cons of the **City releasing responsibilities of grinder pumps to property owners:**

**Pros**
- Public Works O&M staff would be able to concentrate on other priorities within sewer system
- No responding to power outages
- No inspection
- No side sewer blockages/wet well issues
- No liability of sewer overflows in grinder pump wet wells
- No grinder pump replacement program issues

**Cons**
- Most grinder pumps have 2 households plumbed into wet well. City would have to mediate the responsibilities and costs associated for O&M between the households.
- Individual households may want the City to pay for and install individual grinder pumps as mitigation.
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Community Development Committee
February 17, 2015 Scheduled Meeting

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at 4:45 P.M.

Roll Call:
Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Randy McKibbin

Attendees:
Public Works Director, Dan Grigsby
Community Development Director, John Vodopich
Senior Planner, Jason Sullivan

I. Discussion/Presentation:
1. Review Inlet Island Water-Sewer Trestle Study and Recommended Action. Councilmember Rackley asked whether either of the two utility pipes would need to be replaced in the future. Director Grigsby answered that this should not be necessary. The funds budgeted for this in 2015 will be sufficient to complete the design. CDC concurred with the recommendation to move forward with design using the option that will encase the metal piers in concrete as recommended by Parametrix. The City Engineer will request a proposal from Parametrix to prepare construction documents.

II. New Business/Action Items:
1. Approval of February 03, 2015 CDC Meeting Notes. Approved as written.

2. AB15-04, Ordinance D15-04, Amendment to the BLMC Regarding Recreational Vehicles. Jason indicated that this would make BLMC consistent with RCW and that it would really only effect the two existing mobile home parks on 214th Avenue. Recreational vehicles will be allowed to be used for long-term residence inside these two parks. CDC forwarded this action to the 24 February 2015 City Council meeting, on the consent agenda.

3. AB15-16, Ordinance D15-16, Midtown Core Design Standards Amendment. Jason explained that this BLMC amendment will remove the restriction from 204th Avenue that prohibits construction of large parking lots between the retail stores and the street. This particular restriction only applies in Eastown to properties next to SR410. CDC forwarded this action to the 24 February 2015 City Council meeting, on the consent agenda.

4. AB15-19, Fats, Oil, and Grease (FOG) Code Amendment. CDC members agreed with this change in procedures used to enforce compliance with the FOG code. CDC increased the proposed progressive fine amounts in order to ensure that failure to comply with the code by
a business was not economically feasible. CDC forwarded this action to the 24 February 2015 City Council meeting, on the consent agenda.

5. AB15-24, Resolution 2436, Award Professional Services Agreement with GC Systems for the 2015 Cla-Valve Rebuilds. CDC members and Director Grigsby discussed the benefits of having a recurring maintenance program such as this one. CDC forwarded this action to the 24 February 2015 City Council meeting, on the consent agenda.

III. Actions Under Development by Staff:
1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.
3. Street Light Conversion to LED fixtures/lamps.
4. Outsource Grinder Pump Service (March 2015). Research cost to individual grinder pump customer. Determine whether this service could be extended to property owners with private grinder pumps. Also determine the cost to customers to outsource this work.
City of Bonney Lake

City Council Agenda Bill (AB)

Department / Staff Member: PW/John Woodcock
Meeting/Workshop Date: March 10, 2015
Agenda Bill Number: AB-15-29

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2439
Councilmember Sponsor: Donn Lewis

Agenda Subject: Interlocal Agreement Among The Cities Of Auburn And Bonney Lake For Revision Of Water District Boundaries.

Full Title/Motion:
A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving the Interlocal Agreement Among The Cities of Auburn And Bonney Lake For Revision Of Water District Boundaries.

Administrative Recommendation:

Background Summary:
Both Cities each own and operate public water systems pursuant to Chapter 70.119 RCW, and are purveyors of potable water. The City of Auburn is presently revising and updating its six-year comprehensive water plan, as required by the state Department of Health. The Cities’ respective water services areas adjoin and abut one another in the “Lakeland Hills South” area of Pierce County, where the Cities’ water service areas are demarcated by a border or boundary line identified and described in service area agreement dated December 10, 1998. On February 14, 2005, the Cities executed an addendum to the March 1998 Settlement Agreement, to revise the boundary relating to one tax parcel. This resolution will revise and adjust the border line separating the respective water service areas, presently described in Service Area Agreement, as amended by the February 14, 2005 addendum and adjusted pursuant to the legal descriptions and surveyor’s map attached.

Attachments: Resolution, Legal Description (Exhibit A), Water Service Area (Exhibit B)

BUDGET INFORMATION

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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: CDC
Approvals: Chair/Councilmember Donn Lewis
Committee Date: March 3, 2015
Councilmember Randy McKibbin
Councilmember James Rackley
Forwarded to: Consent Agenda: Yes No
Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s):
Public Hearing Date(s):
Tabled to:

APPROVALS
RESOLUTION NO. 2439

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING A INTERLOCAL AGREEMENT AMONG THE CITIES OF AUBURN AND BONNEY LAKE FOR REVISION OF WATER DISTRICT BOUNDARIES

THIS INTERLOCAL AGREEMENT is made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 10th day of March, 2015, by and among the CITY OF AUBURN (“COA”) and the CITY OF BONNEY LAKE, municipal corporations of the State of Washington (collectively, the “Cities”).

RECITALS:

1. WHEREAS, the Cities each own and operate public water systems pursuant to Chapter 70.119 RCW, and are purveyors of potable water provide water services within the boundaries of the Cities’ respective water service areas; and,

2. WHEREAS, the City of Auburn is presently revising and updating its six-year comprehensive water plan, as required by the state Department of Health pursuant to RCW 70.116 and WAC 246-290-100; and

3. WHEREAS, the Cities’ respective water services areas adjoin and abut one another in the “Lakeland Hills South” area of Pierce County, where the Cities’ water service areas are demarcated by an border or boundary line identified and described in service area agreement dated December 10, 1998 (approved by and appended to COA Res. No. 3018) (“Service Area Agreement”); and

4. WHEREAS, Cities’ respective water rights and obligations had been the subject of litigation which was resolved amicably pursuant to settlement agreement between the Cities dated March 5, 1998 (approved by and appended to COA Res. No. 2925) (the “March 1998 Settlement Agreement”), the terms and conditions of which continue to apply to the Cities and shall be interpreted consistently with the change in boundary lines agreed upon herein; and

5. WHEREAS, on February 14, 2005, the Cities executed an addendum to the March 1998 Settlement Agreement, to revise the boundary relating to one tax parcel, which does not otherwise affect the March 1998 Settlement Agreement; and

6. WHEREAS, the Cities mutually desire to revise and adjust the border line separating their respective water service areas, presently described in Service Area Agreement, as amended by the February 14, 2005 addendum to the March 1998 Settlement Agreement.
NOW THEREFORE in consideration of their mutual covenants, conditions and promises, THE CITIES DO HEREBY AGREE as follows:

1. The boundary line between and separating the Cities’ respective water service areas, previously established and described in Service Area Agreement, as amended by the February 14, 2005 addendum to the March 1998 Settlement Agreement, is hereby revised and adjusted pursuant to the legal descriptions and surveyor’s map attached hereto as Exhibit “A” and Exhibit “B”, respectively; and

2. This revision of water service area boundary lines shall be effective immediately.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

Nancy Backus, Mayor Date

Attest:

City Clerk

Approved as to Form:

Daniel B. Heid, City Attorney Date

CITY OF BONNEY LAKE

Neil Johnson, Mayor Date

Attest:

City Clerk

Approved as to Form:

Kathleen Haggard, City Attorney Date
Exhibit “A”

Legal Description for Water Service Area

Legal description for the updated Auburn/Bonney Lake Water Service Areas of Section 6, Township 20 North, Range 5 East, W.M., in Pierce County, Washington to supersede and replace the description contained in Service Area Agreement dated December 10, 1998 (City of Auburn Resolution 3018);

A Line described as the border between the City of Auburn and Bonney Lake Water Service Areas more fully described as follows (using basis of bearings of Record of Survey recorded under Auditor’s File Number 200102265002 and plat of Verona recorded under Auditor’s File Number 200310145002 records of Pierce County):

Beginning at the South Quarter Corner of said Section 6, thence N 11°23'51" E a distance of 706.18 feet to the south line of Lot 4 of City of Auburn Short Plat SPL01-0007 recorded under Auditor’s File Number 200211145001 records of said county;

Thence S 71°21'43" E along said south line a distance of 290.27 feet to the beginning of a curve to the left having a radius of 1940.00 feet;

Thence southeasterly 284.29 feet along said curve through a central angle of 08°23'46";

Thence S 83°10'43" E along said south line a distance of 73.72 feet to the beginning of a curve to the left having a radius of 1937.00 feet;

Thence easterly 463.31 feet along said curve feet through a central angle of 13°42'17" to the most southeasterly corner of said Lot 4;

Thence N 20°03'29" W along the east line of said Lot 4 a distance of 26.26 feet to the most southerly corner of Lot 62 of the plat of Verona recorded under Auditor’s File Number 200310145002, records of said county;

Thence northwesterly and northerly along the southwesterly line of said plat of Verona the following courses and distances:

- N 81°07'30" W a distance of 359.40 feet;
- N 69°56'06" W a distance of 202.35 feet;
- N 67°01'04" W a distance of 214.84 feet;
- N 54°28'29" W a distance of 68.34 feet;
- N 06°34'57" E a distance of 144.08 feet;
- N 00°41'55" E a distance of 125.75 feet;
- N 27°10'17" W a distance of 85.46 feet;
- N 37°27'03" W a distance of 91.12 feet;
- N 52°37'34" W a distance of 191.60 feet;
- N 61°56'46" W a distance of 51.06 feet;
- N 77°45'32" W a distance of 89.47 feet;
- S 87°24'50" W a distance of 96.39 feet;
S 75°52’22” W a distance of 123.67 feet;  
S 66°03’17” W a distance of 126.14 feet;  
N 70°27’52” W a distance of 122.25 feet;  
N 35°32’56” W a distance of 67.81 feet;  
N 24°51’43” W a distance of 82.36 feet;  
N 09°22’10” W a distance of 313.13 feet;  
N 06°04’45” W a distance of 184.91 feet;  
N 12°13’20” W a distance of 198.22 feet;  
N 00°12’03” W a distance of 186.02 feet to the southwest corner of Lot 33 of Verona Division 2 
recorded under Auditors File Number 200502175007, records of said county;  

Thence along the westerly line of said plat of Verona Division 2 the following courses and distances:  
N 00°12’03” W a distance of 76.43 feet;  
N 11°19’16” E a distance of 94.45 feet;  
N 34°03’49” E a distance of 361.98 feet;  
N 15°33’17” E a distance of 93.08 feet;  
N 00°29’31” E a distance of 443.26 feet;  
N 03°22’34” W a distance of 148.01 feet;  
N 34°01’25” E a distance of 159.32 feet;  
N 49°38’41” E a distance of 74.88 feet;  
N 40°40’05” E a distance of 51.82 feet;  
N 32°41’03” E a distance of 101.58 feet;  
N 38°36’53” E a distance of 82.95 feet;  
N 27°59’38” E a distance of 62.43 feet;  
N 26°06’34” E a distance of 277.03 feet;  
N 73°07’14” E a distance of 30.00 feet;  
S 58°56’19” E a distance of 45.00 feet;  
N 49°08’11” E a distance of 99.74 feet to the most northerly corner of Tract A of said plat of 
Verona Division 2 and the southerly margin of Panorama Drive SE as described in Warranty 
Deed recorded under Auditor’s File Number 200105040368, said corner being at a point of non- 
tangent curve to the left having a radius of 454.00 feet (the radius center bears N61°35’41”E);  

Thence southeasterly 311.66 feet along said curve and said southerly margin through a central angle of 
39°19’56”;  

Thence continuing along said southerly margin S 67°44’15” E a distance of 23.06 feet to the beginning of 
a curve to the right having a radius of 25.00 feet;  

Thence southeasterly and southerly 37.96 feet along said curve through a central angle of 86°59’27”, an 
arc length of 37.96 feet to the westerly margin of Evergreen Way SE as described in Warranty Deed 
recorded under Auditor’s File Number 200105040368 and the beginning of a reverse curve to the left 
having a radius of 927.50 feet;  

Thence southerly 140.60 feet along said curve and said westerly margin through a central angle of 
08°41’08”, an arc length of 140.60 feet;
Thence S 10°34'04" W along said westerly margin and along the westerly margin of Evergreen Way SE as described in Warranty Deed recorded under Auditor's File Number 200205060960 a distance of 213.01 feet to the beginning of a curve to the left having a radius of 927.50 feet;

Thence southerly 22.17 feet along said curve and said westerly margin through a central angle of 01°22'11" to the westerly extension of the northerly lines of Capri at Lakeland Condominiums Phase 1 recorded under Auditors File Number 200405275001, Phase 2 recorded under Auditors Number 200409205001, and Phase 6 recorded under Auditors File Number 200705155004;

Thence N 78°31'08" E along said westerly extended line a distance of 59.05 feet to the east margin of Evergreen Way SE and the northwest corner of said Capri at Lakeland Condominium Phase 6;

Thence N 78°31'08" E a distance of 515.67 feet along the northerly lines of said Capri at Lakeland, a Condominium Phase 6, Capri at Lakeland, a Condominium Phase 1, and Capri at Lakeland, a Condominium Phase 2 to the westerly line of Heatherwood at Lakeland, a Condominium, Phase 4 recorded under Auditors File Number 200211205003;

Thence along last said westerly line N 11°28'56"W a distance of 154.26 feet to the northwest corner of said Condominium;

Thence N 75°13'36" E a distance of 592.13 feet along the northerly lines of Heatherwood at Lakeland, a Condominium, Phase 4 recorded under Auditors File Number 200211205003, Heatherwood at Lakeland, a Condominium, Phase 2 recorded under Auditors File Number 200106295002 and Heatherwood at Lakeland, a Condominium, Phase 1 recorded under Auditors File Number 200106275001, and the easterly extension of last said northerly line to the easterly right of way of Lakeland Hills Way SE and the southwest corner of Lot 13 of Lakeland Division 1, Phase 3 recorded under Auditors File Number 200004115002;

Thence N 14°46'24"W along last said easterly right of way a distance of 437.57 feet to the beginning of a curve to the left having a radius of 912.00 feet;

Thence northeasterly 234.96 feet along said curve and said easterly right of way through a central angle of 14°45'40" to the beginning of a curve to the right having a radius of 35.00 feet;

Thence northerly and northeasterly 51.64 feet along said curve and said easterly margin through a central angle of 84°32'04" to the southeasterly margin of Evergreen Way SE;

Thence N 55°00'00"E along said southeasterly margin a distance of 208.95 feet;

Thence N 53°05’27”E along said southeasterly margin a distance of 130.40 feet to the most westerly corner of Lot 15 of Lakeland Division 1, Phase 2 recorded under Auditors File Number 200004115003;

Thence continuing N 53°05’27”E along said southeasterly margin of Evergreen Way SE a distance of 19.26 feet to an angle point;
Thence N 55°00’00” E along said southeasterly margin of Evergreen Way SE a distance of 166.23 feet to the beginning of a curve to the left having a radius of 430.00 feet;

Thence northeasterly 283.27 feet along said curve and said southeasterly margin through a central angle of 37°44’40” to the beginning of a compound curve to the left having a radius of 1030.00 feet;

Thence northeasterly 16.98 feet along said curve and said southeasterly margin through a central angle of 00°56’40” to the most northerly northwest corner of Lot 22 of said plat of Lakeland Division 1, Phase 2, and the north line of Section 6, Township 20 North, Range 5 East, W.M.;

Thence along last said north line S 88°34’43”E a distance of 808.02 feet to the northeast corner of Said Section 6 and the terminus of this line description.

The basis of bearings for this description is Record of Survey for Segregation prepared by Apex Engineering dated February 26, 2001 and recorded under Auditors File Number 200102265002, records of Pierce County, Washington.
The most southerly corner Lot 62 Plat of Verona
Exhibit "B"
Auburn-Bonney Lake Water Service Boundary

Border between City of Auburn and Bonney Lake Water Service Areas per description in Agreement dated Dec. 10, 1998
(City of Auburn Res. 3018)

New Water Service Boundary Line

Lot 62 Plat of Verona

Lake Tapps Parkway

Auburn-Bonney Lake Water Service Boundary

Map updated 01-23-2015

Exhibit "B"
Auburn-Bonney Lake Water Service Boundary

Agenda page Page 15 of 45
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PW / Douglas Budzynski
Meeting/Workshop Date: 10 March 2015
Agenda Bill Number: AB14-32

| Agenda Item Type: Resolution | Ordinance/Resolution Number: 2441 | Councilmember Sponsor: Donn Lewis |

Agenda Subject: Award contract for 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 Indefinited 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 1,811 sewer manholes city-wide with various deficiencies including structural, I&I, safety, and cleanliness. The contract 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 necessary repairs until the annual budget funds available are utilized, but not exceeded.

Attachments: Resolution 2441, Contract

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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
Approvals:
Chair/Councilmember Donn Lewis
Councilmember Randy McKibbin
Councilmember James Rackley

Forward to: Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS
RESOLUTION NO. 2441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, 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 inflow and Infiltration (I&I) problems; and

WHEREAS, the City solicited and received one quote on February 23, 2015 for the next Sewer Manhole Rehabilitation Services contract and the low 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 WNW 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 ______ 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: $__________
(at the unit prices set forth in the Contractor’s quote, incorporated herein as attachment B)

☐ 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 material 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 form 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 from 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.

Page 5
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.

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

**CONTRACTOR**

By: [Signature]

Printed Name: Jon W. Rickabaugh

Title: Managing Member

Address: P.O. Box 908

City: Spanaway, WA 98388

UBI #: 602813492

Phone Number: 253-210-5098

**CITY OF BONNEY LAKE**

By: [Signature]

Printed Name: ______________

Title: ______________

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.mrsrosters.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>Installation</th>
<th>Liner</th>
</tr>
</thead>
<tbody>
<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 spray able, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.

TYPICAL CHEMICAL ANALYSIS

“A” Component

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
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<tbody>
<tr>
<td>Viscosity, 77°F, cps, ASTM D1638</td>
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</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>
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</table>

“B” Component

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</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>
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<tr>
<td>Nonvolatile</td>
<td>100%</td>
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Reaction Profile (100 grams, 175°F sample)

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<tr>
<th>Property</th>
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<tbody>
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<td>Tack Free Time, seconds</td>
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<tr>
<td>Cure Time, seconds</td>
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Processing

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

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>
100% Modulus, PSI >2,500

4.3.4.3. Polyurethane Rigid Structure Foam, low viscosity two-component, containing flame retardants.

TYPICAL CHEMICAL ANALYSIS

“A” Component
Viscosity, 77°F, cps. ASTM D1638 200
Physical State Liquid
Color Dark brown
Hygroscopicity Reacts with water and evolves CO2 gas

“B” Component
Viscosity, 77°F, cps., ASTM D1638 660
Physical State Liquid
Color Transparent dark
Hygroscopicity Absorbs water rapidly thus changing ratio

Reaction Profile (100 grams, 77°F sample)
Cream Time, seconds 1–4
Tack Free Time, seconds 5–8
Rise Time, seconds 6–10

Processing
A System/B System, volume ration 1.00/1.00

Typical Physical Properties
Density, nominal, core, lbs/ft³ ASTM D1622 @ 74°F 4–10
Compression Strength, ASTM D1621, PSI 90–150
Closed Cell Content, % – ASTM 1940 @ 74°F Over 95
Sheer Strength, PSI – ASTM C273 @74°F 225–250

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/repairsed, 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 Spectrashield 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 towed 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 inverts
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 incidental 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 1/2 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 incidental 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</td>
<td>$/hr _____</td>
<td>120 Hr</td>
<td>$ _____</td>
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<tr>
<td></td>
<td>(unit price in words)</td>
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<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>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Lining of Manholes with Spectrachild 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>
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<td></td>
<td>(unit price in words)</td>
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</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>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Chemically Seal Manhole or Sewer Wetwell Infiltration Points</td>
<td>$/ea _____</td>
<td>50 ea</td>
<td>$ _____</td>
</tr>
<tr>
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<td>(unit price in words)</td>
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</tbody>
</table>
## Schedule of Prices
**SEWER MANHOLE REHABILITATION SERVICES**

<table>
<thead>
<tr>
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<th>Description</th>
<th>Unit Price</th>
<th>Approx. Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<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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<tr>
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<td><strong>Subtotal (Items 1 – 10) Schedule A</strong></td>
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<td>Washington State Sales Tax (8.8%)</td>
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<td></td>
<td><strong>Total Construction Cost</strong></td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>- Schedule A</td>
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<td></td>
<td></td>
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</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.
City of Bonney Lake

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>
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<tbody>
<tr>
<td></td>
<td>Bodily Injury</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comprehensive/General Liability</td>
<td>Each Person</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Employer’s Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automotive Liability</td>
<td>Each Person</td>
<td></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

**INSURER**

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

**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>LSN</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE [MM/DD/YYYY]</th>
<th>POLICY EXPIRATION DATE [MM/DD/YYYY]</th>
<th>LIMITS</th>
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<tr>
<td></td>
<td>GENERAL LIABILITY</td>
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<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>FIRE DAMAGE (Any one fire)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS MADE</td>
<td>OCCUR</td>
<td></td>
<td></td>
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<td></td>
<td>GEN' L AGGREGATE LIMIT APPLIES PER:</td>
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<td>(Ea accident)</td>
<td>(Ea only)</td>
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<td>PROPERTY DAMAGE</td>
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<td>(Per accident)</td>
<td>EA ACC</td>
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**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

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<tr>
<td>E L DISEASE - POLICY LIMIT</td>
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**DESCRIPTION OF OPERATIONS/Locations/Vehicles/Exclusions Added by Endorsements/Special Provisions**

**CERTIFICATE HOLDER**

N ADDITIONAL INSURED; INSURER LETTER:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ACORD 25-S (7/97)
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