



Invitation to Bid

BID SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

CITY OF COVINGTON 2013 STORM SEWER CLEANING SERVICE

December 19, 2012

City of Covington
Public Works Department
16720 SE 271st Street, Suite 100
Covington, WA 98042

INFORMATION FOR BIDDERS

The City of Covington is soliciting bids for storm sewer cleaning services for the City of Covington.

Bid Specifications will be available on December 19, 2012 and may be obtained at Covington City Hall, 16720 SE 271st Street, Suite 100, Covington, WA 98042 or by sending an email request to Shellie Bates at sbates@covingtonwa.gov

The Office of the City Clerk will receive sealed bids at Covington City Hall, 16720 SE 271st Street, Suite 100, Covington, Washington 98042 until **10:00 AM on Tuesday, January 8, 2013**, and will then and there be opened and publicly read aloud at Covington City Hall. All bids shall be filed with the City Clerk on or before the time set for bid opening.

The City of Covington encourages disadvantaged, minority and women-owned contractors to respond.

The City of Covington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit a proposal in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Bid Proposals must be submitted on the forms provided in this packet (See 2013 Storm Sewer Cleaning Bid Proposal forms on Pages 7 - 9). A Performance Bond will be required as part of the contract by the successful low bidder. Incomplete bids and bids received after the time fixed for the opening will not be considered. Faxed or emailed responses are not acceptable.

Only firm bids will be accepted, and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw their bid after the hour set for the opening thereof unless the award is delayed for a period exceeding sixty (60) calendar days. The City further reserves the right to make bid awards to the lowest and most responsible bidder as deemed in the best interests of the City.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

Questions may be directed to:

Ross Junkin
Maintenance Supervisor
Email: rjunkin@covingtonwa.gov
Phone: 253-480-2471

Glenn Akramoff
Public Works Director
Email: gakramoff@covingtonwa.gov
Phone: 253-480-2461

SPECIFICATIONS

The Contractor shall perform those services described in Exhibit "A" attached to the Agreement for Services ("Agreement"). The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for completing the work provided for in the Agreement.

SITE REVIEW

Bidders are strongly encouraged to make a physical inspection of the geographical area.

QUALIFICATIONS OF BIDDERS

This Invitation to Bid is being issued in accordance with RCW 35.22.620 and RCW 39.04.155, which permit the use of a Small Works Roster to solicit bids. Only qualified contractors who are registered with the Municipal Research and Services Center (MRSC) may submit bids.

BIDDER'S RESPONSIBILITY

Bidder Responsibility Criteria: It is the intent of the City to award to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Subcontractor Responsibility: The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW; and
4. Not be disqualified from bidding on any public works contract under RCW39.06.010 or 30.12.065(3).

Supplemental Bidder Responsibility: The following elements may be given consideration by the City in determining whether a bidder is a responsible bidder: (a) the ability, capacity and skill of the bidder to perform the contract or provide the service required; (b) whether the bidder can perform the contract and do so within the time specified; (c) the quality of performance by the bidder on previous and similar contracts; and, (d) such other information as may be secured having a bearing on the decision to award the contract. When requested by the City, bidders shall furnish acceptable evidence of their ability to perform, such as firm commitments by subcontractors; proof that the bidder has, or is able to lease, the necessary equipment, supplies and facilities; and the bidder's ability to obtain the necessary personnel. Refusal to provide such information upon request may cause the bid to be rejected.

Prevailing Wages

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 31, 2012. A copy of the applicable prevailing wage rates is also available for viewing at Covington City Hall at 16720 SE 271st Street, Suite 100, Covington, WA 98042. Upon request, a hard copy of the applicable prevailing wages for this project will be mailed to the requesting bidder.

QUALIFIED BUSINESSES

The awarded bidder must provide a plan of how the work will be accomplished that will include, but is not limited to, the following information:

- How the work will be accomplished without damaging existing landscapes.
- The number of employees that will be assigned to the project.
- The equipment that will be utilized for the project.
- A Traffic Control Plan, the requirements of which are provided in the relevant section below.
- Work Schedule as requested by the City.

GENERAL AND SPECIAL CONDITIONS

General and Special Conditions are additions to, or revisions of, the City's standard Agreement for Services. In the event of a conflict between the contract documents and the General and Special Conditions, the more stringent requirements shall apply.

DEFINITIONS

“Agreement” The written agreement between the Contracting Agency and the Contractor. It describes, among other things:

- What work will be done, including timelines.
- Who provides labor and materials.
- How the Contractor will be paid.

“Award Date” The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.

“Bid Opening Date” The date on which the Contracting Agency publicly opens and reads the bids.

“City” All references in the Specifications to the term “City” refer to the City of Covington unless otherwise stated.

“Contracting Agency” Agency of Government that is responsible for the execution and administration of the Agreement, in this instance, the Contracting Agency is the City of Covington.

“Contract Execution Date” The date when both the Contractor and the Contracting Agency have signed the Agreement, binding themselves to the Contract.

“Notice of Award” The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

“Notice to Proceed” The written notice from the Contracting Agency to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the Contract begins.

“Traffic” Both vehicular and non-vehicular traffic such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

PROJECT SAFETY

Contractor agrees to meet all regulations in safety as required by the Washington Industrial Safety and Health Act (WISHA) when performing the work contained within the Agreement. Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications that appear to be in violation of the provisions of WISHA. Contractor further agrees that it will include within all subcontracts, or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet WISHA standards. All materials, components, and bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

HAZARDOUS CHEMICAL INVENTORY

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code (WAC) Chapter 296-67 and shall be required to inform the City of all hazardous substances to be used on City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Agreement shall be communicated in writing to the City of Covington Maintenance Supervisor no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about substance(s) the City does not have any previous information, usually submitted in the form of a Material Safety Data Sheet (MSDS). Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a current listing of substances known to be present on City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.

TRAFFIC CONTROL PLAN

The Contractor must submit a Traffic Control Plan using the following specifications:

- Generally, no work shall be performed outside of the hours of 7:30 AM to 5:00 PM Monday through Friday for the City of Covington with the following exceptions:
 - Within the City of Covington, the hours for work on SR 516 are restricted to the hours between 9:00 PM to 5:00 AM.
 - No total road closures will be allowed in Covington unless specifically allowed; at a minimum, alternating one-way traffic is required between 9:00 AM and 3:00 PM.
- All traffic control, including but not limited to the provision of flaggers, cones, and warning signs are the responsibility of the Contractor.
- The Traffic Control Plan shall include an overall estimate of work completion time and advance notification to the City of Covington Maintenance Supervisor at 253-480-2471, and Metro/King County Bus operations, of each day's lane closures and approximate times.
- All costs associated with traffic control for this contract are incidental to the work outlined in this contract. No separate payments will be made for traffic control.
- Contractor shall submit (3) Traffic Control Plans prior to beginning any work in the City:
 - For lane closures on SR 516
 - For lane closures on City arterials
 - For lane closures on residential streets

**2013 Storm Sewer Cleaning
BID PROPOSAL**

Company Name:	
Address:	
City/State/Zip:	
Phone:	Fax:
Email Address:	
UBI Number:	
Contact Name (Please Print):	
Signature:	Date:

**2013 Storm Sewer Cleaning
BID PROPOSAL**

After carefully examining the Project Specifications titled “2013 Storm Sewer Cleaning”, as well as the various locations of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendents, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the Agreement documents and the implied intent thereof, for the following schedule of unit prices:

See attached Exhibits:

A - Scope of Services, B - Maps – 4 pages, and C – Stormwater Pre-Settling Tank Inventory

BASIC STORM SEWER CLEANING SERVICES

Item No.	Description	Bid Quantity	Unit	Unit Rate	Total Amount
1	Catch Basins - Type I	1,100	Each		
2	Catch Basins - Type II	220	Each		
3	Pre-Settling Tanks	11	Each		
Grand Total					

ADDITIONAL HOURLY SERVICES

Item No.	Description	Unit	Hourly Rate
4	Pipe Jetting/Cleaning	HR	
5	Hourly Rate for Emergency Response Call outs	HR	

NOTES:

- Item 4: Provide an hourly rate for pipe jetting. The City does not know how much of this bid item will be used.
- Item 5: Provide an hourly rate for emergency response call outs. The City does not know how much of this bid item will be used.

**2013 Storm Sewer Cleaning
BID PROPOSAL**

Equipment Inventory: As part of the bid submittal, the Contractor must provide an equipment list of all machinery and vehicles that will be used to execute the contracted services. For the duration of the Agreement, the Contractor shall have at their utilization at least one combination vacuum/jet stormwater cleaner. These shall both be present on a vehicle. The major equipment shall also meet the current emission standards for the State of Washington. The condition of equipment will be considered as part of the award process.

Vehicle Make/Model	Model Year	Year Purchased	Size/Capacity	Date Last Serviced	Mileage

Disposal Sites: The Contractor is responsible to transfer all decant to a Department of Ecology approved decant station only. No decant will be pumped or drained back into the catch basin or storm system. No storage on City property is available. Documentation of proper disposal shall be provided to the City with each invoice for payment. No payment will be made until decant and disposal logs are received by the City. Bidders must indicate the disposal site and include contact information for that site in the chart below.

DOE Approved Disposal Site Name/Address	Contact Information

CITY OF COVINGTON
AGREEMENT FOR SERVICES

Between: City of Covington and _____
Project: Storm Sewer Cleaning
Commencing: January ____, 2013
Terminating: December 31, 2013
Amount: \$ _____

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into this ____ day of _____, 2011, by and between the City of Covington ("City"), a Washington municipal corporation, and _____ ("Contractor"), a _____. [options: corporation, limited liability company, sole proprietor]

RECITALS:

A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform storm sewer cleaning services on behalf of the citizens of Covington; and

B. The City has taken the lead administrative role of requesting bids for said services and has selected the Contractor to perform said services; and

C. The Contractor has the requisite skill and experience necessary to provide said services; and

D. The purpose of this Agreement is to establish the terms and conditions under which the Contractor will perform said services.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the City and the Contractor do hereby agree as follows:

1. Engagement. The City, acting pursuant to its vested authority, does hereby engage the Contractor and the Contractor does hereby agree to perform on behalf of the City the services more particularly described herein.

2. Scope of Services. Upon written authorization from the City to proceed, the Contractor shall perform the services described on Exhibit "A", attached hereto and incorporated herein by this reference ("Services"), in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. In performing the Services, the Contractor shall comply with all federal, state and local laws and regulations, including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended, that may be applicable to its performance. To the extent required by law, the Contractor and all subcontractors shall pay no less than the prevailing wage rate to employees performing work under this Agreement and shall submit a "Statement of

Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid” in compliance with RCW 39.12.

3. Term of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending upon the completion of the Services, but in any event no later than December 31, 2013, unless earlier terminated under the provisions of this Agreement. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor. Time is of the essence in each and every term of this Agreement.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \$_____.

4.2. Method of Payment. Payment for Services shall be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City within thirty (30) days of performance of the Services, and the same is approved by the appropriate City representative. Payment shall be made by the City no later than ten (10) days after the City’s Council approval of the invoiced amount.

4.3 First Invoice. Prior to or along with the first invoice submitted, the Contractor shall return to the City a completed “Request for Taxpayer Identification Number and Certification”, also known as IRS Form W-9.

4.4 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Warranty. The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of Covington business license. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Contractor shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Contractor under this Agreement. The Contractor shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of the Contractor. The City shall also have the right to deduct from payments to the Contractor any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Contractor’s failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City’s approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Contractor of responsibility

for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Contractor shall be delivered to the City.

7. Independent Contractor. It is the intention and understanding of the City and the Contractor that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay the Contractor sick leave, vacation pay or any other benefit of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. The Contractor will be solely responsible for its acts and for the acts of its agents, employees, sub contractors or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relation of employer and employee or principal and agent between the parties hereto. The Contractor shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The Contractor, as an independent Contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

8. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless the Cities of Covington and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of Contractor, its employees, agents, volunteers or representatives in performance of this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Contractor, its employees, agents, volunteers or representatives and the City or its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of Contractor, its employees, volunteers, agents, or representatives. In the event of any such claims, demands, suits, actions, and lawsuits, Contractor shall assume all costs of defense thereof, including administrative and legal fees incurred by the City, and of all resulting judgments that may be obtained against the City or any of its officers, principals, agents, or employees. If resulting there from, any lien is placed upon property of the City or any of its officers, principals, agents, or employees, Contractor shall at once cause the same to be dissolved and discharged by giving bond or otherwise. Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and for that purpose Contractor specifically waives, as respects the City only, any immunity under the Worker's Compensation Act, RCW Title 51; and Contractor recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of

RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

The provisions of this Section shall survive any expiration or termination of this Agreement.

9. Insurance. The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives or employees. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City of Covington's recourse to any remedy available at law or in equity. The Contractor shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:

9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

9.2 Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury, including personal injury or death, products liability and property damage.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles and written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 per accident for bodily injury, including personal injury or death and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

The City of Covington shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage(s) if the Contractor participates in a state-run workers' comp program. The Contractor shall provide original certificates of insurance and a copy of the amendatory endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If the Contractor's insurance policies are "claims made," the Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City. The Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Books and Records. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11. Termination.

11.1 Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the City. The Contractor may terminate this Agreement upon sixty (60) days notice to the City. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall be submitted to the City within five (5) days of the date of termination.

11.2 In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation, default, or nonperformance of any provision of this Agreement. The remedies provided in this paragraph shall be in addition to any other remedy the City may have at law or in equity.

12. Discrimination. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Contractor or by the Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

13. Assignment and Subcontract. The Contractor shall not assign or transfer any interest in this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of the City.

14. Conflict of Interest. The Contractor represents to the City that it has no

conflict of interest in performing any of the services described herein. It is recognized that the Contractor may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Contractor's ability to perform the Services. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the City. The Contractor agrees to resolve any actual conflicts of interest in favor of the City.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Contractor and shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

16. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

17. Amendment. This Agreement may not be modified or amended except by writing signed by all parties hereto.

18. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19. Successors. Subject to the provisions of paragraph 13 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

20. Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

21. Notices. All notices, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by first class or certified mail, with postage prepaid,

if to the Contractor, to:

or to such other person or place as the Contractor shall furnish to the City in writing;
and

if to the City, to:

City of Covington
Attn: Maintenance Supervisor
16720 SE 271st Street, Suite100
Covington, WA 98042

or to such other person or place as the City shall furnish to the Contractor in writing.

Notices and payments shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

22. Governing Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

23. Attorney's Fees. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

24. Survival of Representations. The representations and warranties of the City and the Contractor contained hereto shall survive indefinitely.

25. Independent Counsel. The Contractor acknowledges that the drafter of this Agreement is the City's legal representative to whom the Contractor does not look to for any legal counseling or legal advice with regard to this transaction. The Contractor further acknowledges that it has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Contractor acknowledges that it has consulted with independent legal counsel of its choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

26. Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

SCOPE OF SERVICES 2013 Storm Sewer Cleaning

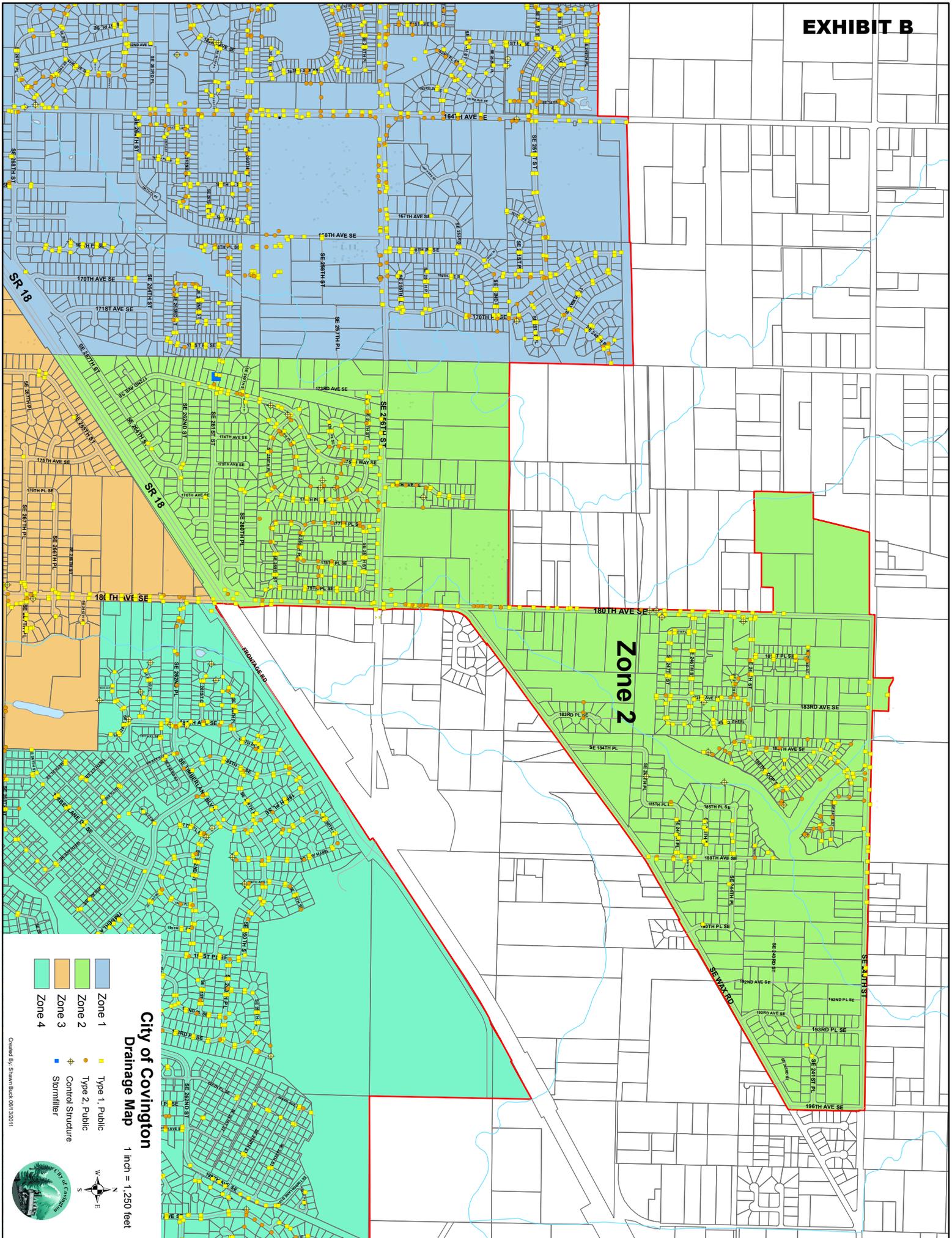
The Contractor agrees to provide storm sewer cleaning services during this contract as follows. See Covington maps and spreadsheet for more details (Exhibits B and C).

- All Catch Basins – Type I and II (approximately 1,100 Type I and 220 Type II). These quantities include structures in stormwater retention facilities in **Maintenance Zones 2, 3, and 4**. All structures will be thoroughly vacuum cleaned and operational. All Pre-Settling Tanks (11) will be thoroughly washed and vacuum cleaned (see Exhibit C).

Contractor will perform the following items:

1. Contractor will provide all necessary labor, material, and equipment to perform the work described herein. Cleaning catch basins will consist of vactoring sediment/debris and/or water from structure. Cleaning of vault/pre-settling tanks will consist of washing of interior walls and vactoring of sediment/debris and/or water from structure. It is the Bidder's responsibility to verify conditions prior to submitting a bid.
2. Contractor will follow a systematic route for cleaning all Type I and Type II Catch Basins within the identified area, including those in stormwater retention facilities.
3. Contractor will log, on a map provided by the City, the location of Type I and Type II Catch Basins that have been cleaned and indicate the direction of storm water flow from catch basin to catch basin.
4. Contractor will submit a spreadsheet that details CB#, structure type, date cleaned, condition, sediment load, evidence of illicit discharge as well as comments indicating other conditions (ie: issues, sediment in pipes, etc). The City will provide an Excel spreadsheet to the contractor for this purpose. This spreadsheet shall be submitted along with the invoice for payment as well as copies of waste disposal receipts from approved facility. Payment will not be made until all of these documents are submitted to the City.
5. Contractor will assess the condition of Type I and Type II Catch Basins after cleaning and notify the City of Covington Maintenance Supervisor if any deficiencies or issues are found.
6. Before leaving each catch basin location, contractor will clean all catch basin frames and grates/lids with high-pressure water.
7. Contractor will dispose of the sediment in accordance with Department of Ecology requirements. The Contractor shall obtain any necessary permits or licenses required to perform these services.

8. The Contractor's bid item prices shall include all disposal costs associated with cleaning of the storm facilities called out in this contract. This includes any testing requirements. No separate payment will be made for disposal or testing of material. Again, the Contractor will provide the City with copies of the waste disposal receipts from an approved disposal facility. Prior to receiving payment for said work done For details on pre-settling tanks to be cleaned (see Exhibit C).
9. Contractor will provide emergency response 24-hours a day upon request by the City. The Contractor must be able to meet a 60 minute maximum response time in an emergency/after hours call out.
10. Contractor shall be trained in illicit discharge detection and spill response, to include identification of hazardous materials in the drainage system, reporting of discharges found and proper cleanup and disposal of hazardous materials.
11. Contractor will provide the City of Covington Maintenance Supervisor with work schedules prior to work commencing.
12. The City of Covington shall be invoiced within 30 days of completion of work.
13. Stormwater Facility Map: The City of Covington will provide a map showing the locations of the stormwater facilities to the contractor that receives the bid award.



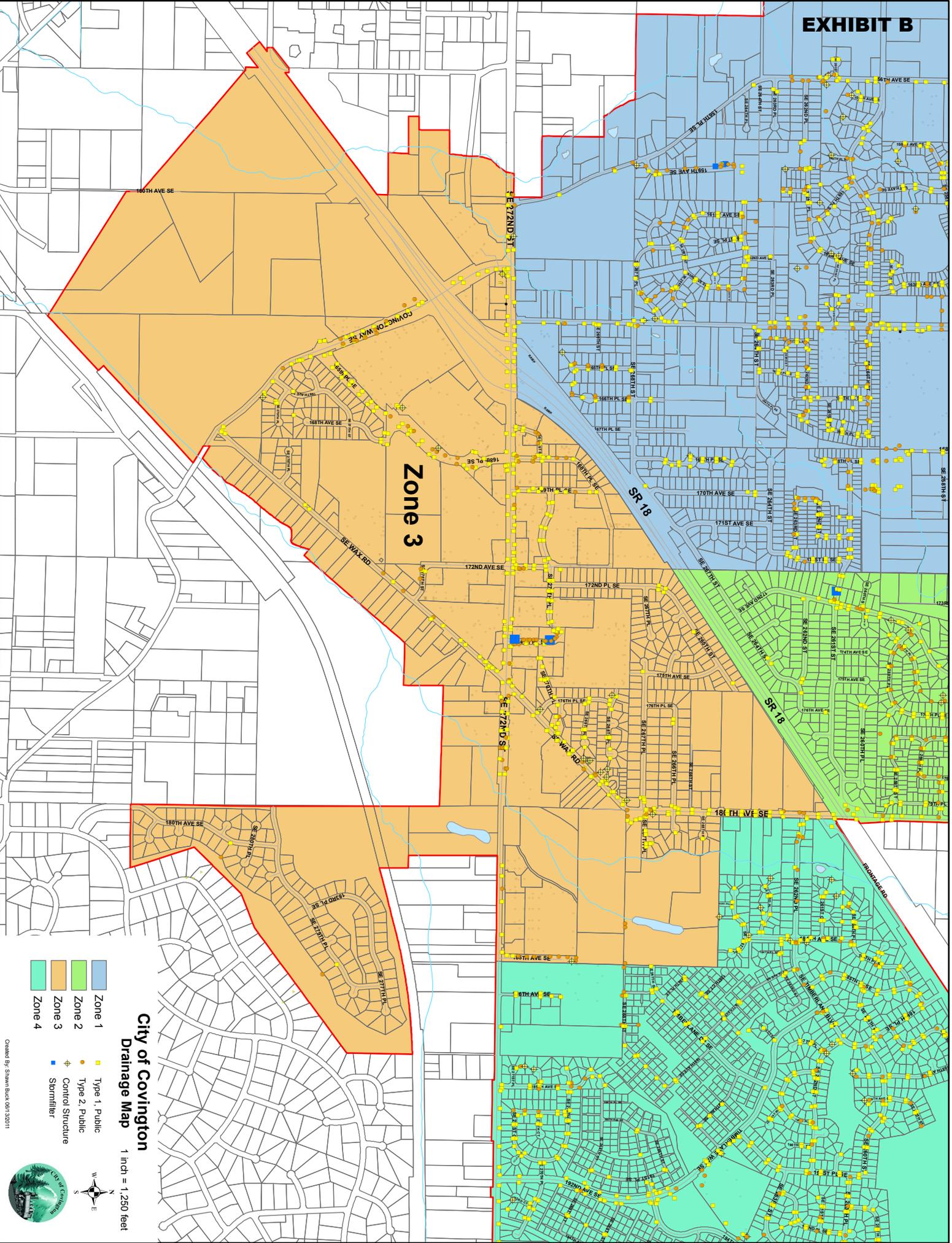
**City of Covington
Drainage Map**

1 inch = 1,250 feet

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Type 1, Public
- Type 2, Public
- Control Structure
- Stormfilter



Created By: Shawn Black 06/13/2011



Zone 3

City of Covington
Drainage Map

1 inch = 1,250 feet

- Zone 1
- Zone 2
- Zone 3
- Zone 4

- Type 1, Public
- Type 2, Public
- Control Structure
- Stormwater



**CITY OF COVINGTON
STORMWATER PRE-SETTLING TANK INVENTORY**

Address	Facility ID	AKA	Project	Pre-Settling Tank(s)
174th PL SE & SE 270th PL	DI31093	Vet Clinic	LID 99-01	(2) x 50' long, 60" diameter
174th PL SE & SE 272nd ST	DI31072	Jiffy Lube	LID 99-01	(2) x 50' long, 60" diameter
172nd AVE SE & SE 272nd ST	DI31071	Walgreens Driveway	LID 99-01	(1) 25' long, 60" diameter; possibly plugged, full of water
172nd AVE SE & SE 272nd ST		Walgreens ROW	LID 99-01	(1) 25' long, 60" diameter; possibly plugged, full of water
SE 256th ST & 168th AVE SE	DV11216	NA	1034	(2) x 80' long, 48" diameter & (2) x 130' long, 48" diameter
SE 272nd St & WAX RD	DV31100	NA	1039	(1) x 8' long, 4' diameter HDS Vault