



PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

September 05, 2023
Tuesday

Workshop Meeting
Immediately following Committee of the Whole

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**

- (02) **A. AB 23-511: Resolution No. 2023-901:** Authorizing the Mayor to sign a contract with Olson Brothers Pro-Vac, LLC, for storm drainage cleaning and inspection services said services in the amount of \$89,159.91.
(Rick Gehrke)
- (55) **B. AB 23-512: Resolution No. 2023-902:** Authorizing the Mayor to execute a contract with Fence Specialist for the City Utility Facilities Security Fencing Project PH 2 in the amount of \$14,849.45
(Rick Gehrke)
- (69) **C. AB 23-513: Resolution No. 2023-903:** Authorizing the Mayor to execute a contract with Automated Gate for the City Utility Facilities Security Fencing Project PH 2 in the amount of \$30,485.73
(Rick Gehrke)
- (91) **D. AB 23-514: Resolution No. 2023-904:** Authorizing Change Order No. 4 to the Stewart Road Improvements Project.
(Rick Gehrke)
- 5. GOOD OF THE ORDER**
 - 6. ADJOURN**



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: September 05, 2023
SUBJECT: Stormwater Catch Basin Cleaning 2023

ATTACHMENTS: Resolution 2023-901
Draft Contract
Bid Tabulation and Olson Brother's Pro-vac bid
Project cost estimator

PREVIOUS COUNCIL REVIEW DATES: Annually

BACKGROUND: Pursuant to the Dept of Ecology requirements, the City is required to maintain a perpetual NPDES permit. A component of maintaining compliance of this permit requires cleaning of the catch basins in our city. For the past 5-years we have been cleaning the catch basins throughout the city to stay in compliance.

SUMMARY: City staff has advertised this project "PW-23-019 Stormwater Catch Basin Cleaning 2023" as a "Design-Bid-Build/Low-Bid/UNIT PRICE Proposal" to the MRSC Small Works Roster contracting community [>200 contractors] by direct solicitation with an Invitation To Bid. The project was hosted thru the ARC (American Reprographics Company) and went to 11 different plan centers throughout WA, OR and ID. A virtual pre-bid conference was held to go over the project in more detail. Two Addendums were issued by the City. The City received (6) bids for this project. The lowest responsive contractor was vetted and is ready able and willing to perform the work as they have done for us in years past.

City staff would like to streamline the process of contracting thru this resolution by issuing a Not To Exceed (NTE) amount for \$126,116.88 consisting of Base bid + Alt bid + Assumed Tonnage Waste + WSST + Contingency positions. However, staff intends to only execute a contract amount of \$58,511.33 consisting of a Base bid + WSST; thereby leaving both the Alternate bid +Unit Price Extension + Contingency for the unexpected/unknown. Staff can then mitigate as needed to the full NTE amount as needed.

City staff has considered the option of self-performing this project. But through an exhaustive discussion, City staff has since considered against this internal self-performing approach, for the following reasons:

- This project would put a major strain on the Public Works crews who are already committed to maintaining other utility systems throughout the City.
- The recent pricing shows that the work to be done this year is within our initial estimated cost and that the projected grant award of \$75K from the Dept of ECY will assist in fulfilling this work obligation of the City. This scope and budget is in on-par with prior historical years of similar work.
- The current vector truck set-up is not sufficiently large enough to perform the work at scale.
- The current vector truck de-contamination set-up is not efficient enough to perform the work at scale.

RECOMMENDATION/ACTION: City staff recommends Council to approve Resolution 2023-901 as stated.

MOTION FOR CONSIDERATION: MOVE TO APPROVE RESOLUTION NO. 2023-901, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH “OLSON BROTHERS - PROVAC” FOR CATCH BASIN CLEANING, IN THE BASE BID AMOUNT \$58,118.38; WITH A NTE AMOUNT OF \$126,116.88

BUDGET IMPACT: The project MACC to complete the construction is Not To Exceed (NTE) \$126,116.88. This includes Base Bid + Alternates + Unit Price Extended + WSST + Contingency.

ALTERNATIVES:

- 1 Do nothing, not recommended.
- 2 Deny this construction contract and re-bid the project, not recommended.
- 3 Deny this construction contract and self-perform the project, not recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2023-901

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH OLSON
BROTHERS PRO-VAC, LLC, FOR STORM DRAINAGE CLEANING AND
INSPECTION SERVICES IN THE AMOUNT OF \$89,159.91.**

WHEREAS, the City of Pacific on June 23, 2022 solicited responses through the Municipal Research Services Corporation (MSRC) roster for Storm Drainage Cleaning and Video Inspection Services; and

WHEREAS, the City received a proposal from two (2) contractors dated July 20, 2022, to perform Storm Drainage Cleaning and Video Inspection Services; and

WHEREAS, Olson Brothers Pro-Vac, LLC is the lowest responsive bidder; and

WHEREAS, the City has reviewed the submitted proposal and has determined that it is in the best interest to enter into an agreement with Olson Brothers Pro-Vac, LLC. in an amount not to exceed \$89,159.91.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Agreement for Storm Drainage Cleaning and Video Inspection Services in the amount of \$89,159.91.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th
DAY OF SEPTEMBER, 2023.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

LAURIE CASSELL, MMC
CITY CLERK

APPROVED AS TO FORM:

CHARLOTTE ARCHER, CITY ATTORNEY

**CITY OF PACIFIC
CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is entered into by and between the City of Pacific, Washington, a municipal corporation ("City"), and **OLSON BROTHERS - PROVAC**, ("Contractor/Consultant/Consultant") whose principal office is located at **6622 – 112th St East, Puyallup, WA 98373**.

WHEREAS, the City has determined the need to have certain services performed for its citizens requiring specific expertise, and

WHEREAS, the City desires to have the Contractor/Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor/Consultant. The Contractor/Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Contractor/Consultant/Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Contractor/Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor/Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Contractor/Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Contractor/Consultant [Check applicable method of payment]:

 X According to the unit price rates set forth in **Exhibit "A."**

 X A base bid contract shall initially be awarded for: **\$58,118.38**
(\$52,739.00 + WSST @ \$5,379.38)

 Other (describe): _____

The Contractor/Consultant shall complete and return to the City Exhibit "A," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Contractor/Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and having Substantial Completion 41 calendar days after NTP, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required; Liquidated Damages of: \$150 per calendar day late shall apply. Assumed NTP Date: 9/12/2023 and assumed Substantial Completion Date: 10/22/2023.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor/Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

5. Independent Contractor/Consultant. The Contractor/Consultant and the City agree that the Contractor/Consultant is an independent Contractor/Consultant with respect to the services provided pursuant to this Agreement. The Contractor/Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub Contractor/Consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor/Consultant nor any employee of Contractor/Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor/Consultant, or any employee of the Contractor/Consultant.

6. Indemnification.

A. Contractor/Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Contractor/Consultant, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor/Consultant and the City, its officers, officials, employees, and volunteers, the Contractor/Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor/Consultant's negligence.

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

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

7. Insurance. The Contractor/Consultant shall procure and maintain for the duration of this Agreement, 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/Consultant, its agents, representatives, or employees.

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

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractor/Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor/Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor/Consultant's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

2. The Contractor/Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by mail has been given to the City.

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

8. Record Keeping and Reporting.

A. The Contractor/Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Contractor/Consultant shall

also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor/Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor/Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor/Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

C. This Agreement may be canceled immediately if the Contractor/Consultant's insurance coverage is canceled for any reason, or if the Contractor/Consultant is unable to perform the services called for by this Agreement.

D. The Contractor/Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Contractor/Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor/Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Contractor/Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Conflict of Interest. The Contractor/Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor/Consultant is asked to perform services for a project with which it may have a conflict, Contractor/Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Contractor/Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor/Consultant shall be grounds for immediate termination.

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/Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will 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 the provisions are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices.

Notices to the City of Pacific shall be sent to the following address:

City of Pacific	Cell: 253-508-4731
Rick Gehrke	Email: rgehrke@ci.pacific.wa.us
Public Works Director	Invoicing: PWInvoices@ci.pacific.wa.us
100 3 rd Avenue SE	
Pacific, Washington 98047	

Notices to the Contractor/Consultant shall be sent to the following address:

OLSON BROTHERS - PROVAC	Phone: 206-730-3110
Les Wintermute	Email: les.wintermute@pro-vac.com
Sales Manager	
6622 – 112th St East	
Puyallup, WA 98373	

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor/Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONTRACTOR/CONSULTANT: OLSON BROTHERS - PROVAC	CITY OF PACIFIC
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

**SOLICITATION TO BID**

EXHIBIT A

City of Pacific

Small Works Roster - Invitation To Bid

Project Name: PW-23-019 SW_CB Cleaning 2023 (FINAL)

*** STORM DRAINAGE SYSTEM CLEANING ***

PROCUREMENT DATES & TIMES

Invitation To Bid (ITB) Advertise Issue Date:	Tuesday, 08-01-2023	n/a
Non-Mandatory Virtual Project Walk Through Conference Date #1	Tuesday, 08/08/2023	12:00 PM (noon)
Non-Mandatory Project Walk Through Conference Date #2	n/a	n/a
Bidder Questions Cut-Off Date/Time	Thursday, 06-29-2023	COB
Answers to Bidder Questions Date/Time	Friday, 06-30-2023	COB
BID DUE Date:	Wednesday, 8/30/2023	11:59 PM before mid-night

PROCUREMENT CONTACT

Name:	"Cathy Fisher"
Department:	Public Works Coordinator
Phone Number:	253-929-1144
E-Mail Address:	cfisher@ci.pacific.wa.us
Address:	100 - 3 rd Ave SE, Pacific, WA 98047
Advertisement Mediums:	MRSC, Direct Solicitation
Bidder Questions:	See Section "Bidder Questions or Substitution Requests"
ALL Bid Documents:	Digital Bidding documents (plans/specs/addenda) will be available ONLY through the American Reprographics Company (ARC) – Tacoma Planwell website, which is free to view for all bidders. https://order.e-arc.com/arcEOC/ARCPlanRoom.aspx# Email address: Tacoma.bidservices@e-arc.com Phone: 253-383-6363

*Bids for Small Works Roster Advertised projects **will also** be accepted from contractors who are **not** listed on MRSC roster at <http://www.mrscrosters.org>. But all responsive contractors shall have a certificate of registration in compliance with RCW 18.27 for the performance of the Work at the time of bid opening. Additionally, responsive contractors at time of bid shall have current: UBI number, industrial insurance coverage as verified by WA L&I, Employment Security Department number, WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list. The successful bidder must have or shall obtain a business license in the jurisdiction for where work will be conducted. * PLEASE NOTE: ITB, RFP, RFQ terms are often used interchangeably, but owner's intent is still the same; which is to publicly advertise the project. COB = Close of Business, also accepted up to midnight the day of. Contractor/Bidder/Principal terms are used interchangeably.



Project Parameters

PROJECT NO. & NAME: PW-23-019 SW_CB Cleaning 2023 (FINAL)

PROJECT LOCATION: Locations vary within City of Pacific (see scope & drawings)

OWNER/ENGINEER'S ESTIMATE: Approximately \$120,000.00

BID DUE DATE: On or before the listed date on this Invitation To Bid, **11:59 PM 8/30/2023**

EXPECTED SCHEDULE: Time is of the Essence = This project must achieve Substantial Completion on or before **10/16/2023**, regardless of NTP award dates.

ASSUMED PROJECT SCHEDULE

Date:	Task:
8/1/2023	Invitation To Bid (ITB) Advertise Issue Date
8/7/2023	City Council –Agenda Item
8/8/2023	Virtual Project Walk-Thru #1, via Zoom @ 12:00 PM (noon) (non-mandatory)
8/10/2023	Addendum #1 Issued
8/25/2023	Bidder Questions Cut-Off @ 12:00 PM (noon)
8/28/2023	Addendum #2 Issued
8/30/2023	Bid due date @ 11:59 PM (on or before, see also procurement dates & times)
8/30/2023	Bid Opening at City Hall @ 12:00 PM (non-mandatory) {bid tabulation results posted on ARC}
9/1/2023	Notice of Intent To Award
9/5/2023	City Council – Resolution
9/6/2023	“LIMITED” Notice To Proceed to Contractor _ Contract/Project Administration
9/1/23 – 9/8/23	Construction Submittals
9/7/2023	Pre-Construction Meeting
9/8/2023	“FULL” Notice To Proceed to Contractor _ Contractor 100% Mobilization (on or around TBD.)
9/12/23 – 10/16/23	Project Progress Meetings (Weekly)
10/16/2023	Punchlist Walk
10/16/2023	Milestone #1 = Substantial Completion (days) Liquidated Damages Shall Apply
10/17/2023	Back Punchlist Walk & Contractor Demobilization
11/16/2023	Close-out Documentation Due, Required 30-days after Substantial Completion
41	Overall Contract Period, Calendar Days To Complete: (Limited Notice To Proceed Thru Substantial Completion Date)
39	Calendar Days To Complete While On-Site: [based on 9/8] (Mobilization Thru Substantial Completion Date)

PROJECT NARRATIVE & DESCRIPTION: Project consists of furnishing all materials, equipment, tools, labor, overhead, profit and other work or items incidental theretofore and as generally described as follows:

1. Clean and remove debris from storm drainage system Catch Basin Structures shown on the enclosed Project Maps (Exhibit B). Contractor will remove covers, and clean manhole structures;
2. Legally dispose of the removed debris; and
3. Provide electronic and written reports of piping and manholes cleaned that includes pertinent infrastructure nomenclature and a record of any piping defects discovered.
4. ADDITIVE ALTERNATES: Upon discovery of compromised or impacted culverts, document and notify the City of Pacific, as additional system storm pipe cleaning will be necessary; followed up with CCTV inspections of the cleaned pipe segments.



ADMINISTRATIVE PARAMETERS

SCHEDULE/SCOPE CLARIFICATIONS: Time is of the Essence. Assume that after the owner has provided a Notice Of Intent To Award, that contractor can begin pre-construction procurement submittals.

Contract Time – The firm is expected to achieve Partial Substantial Completion or Substantial Completion with all work under the Base Bid (*and accepted Alternates/Options if applicable*) by the dates designated in the construction documentation. The overall calendar day calculation is between the NTP (Notice To Proceed Date) and Substantial Completion Date, this date maybe subject to change at time of final award by owner. If the project has any work not completed by either the partial substantial completion date or substantial completion date (not including punchlist items) which requires additional calendar days, it will be subject to daily liquidated damages, up until the date for which that scope of work is achieved applicable to either partial substantial completion or substantial completion.

Final Completion – All the Work including the punchlist and incidentals, shall be fully and finally completed in accordance with the contract documents within 30 calendar days after the date of Substantial Completion. If the project has any work not completed by the final completion date, and which requires additional calendar days to complete, the contract will be subject to daily liquidated damages, up until all work has been finally complete and final completion is achieved. Default sum is \$100 for each consecutive calendar day that contractor is in default after the Final Completion Time.

Partial Substantial Completion Date (*defined*) – n/a

Substantial Completion Date (*defined*) – All Project Work shall be 100% complete.

PROJECT INFORMATION: All project digital bidding documents (ITB/plans/specs/addenda) can be found on the will be available ONLY through the American Reprographics Company (ARC) – Tacoma Planwell website, which is free to view and download for all bidders. <https://order.e-arc.com/arcEOC/ARCPlanRoom.aspx#>
Email address: Tacoma.bidservices@e-arc.com Phone: 253-383-6363

PROJECT ADVERTISEMENT: The project will be advertised thru the following (*check all that apply*):

☐	DJC (Daily Journal of Commerce)
☒	American Reprographics Company (ARC – Planwell)
☒	MRSC Small Works Roster (Municipal Research Services Center – contacting vendors once)
☒	Vendor Direct (direct solicitations)

FORMS & ADDITIONAL CONTENT: CI Pacific has provided the most up to date copies of vendor/contractor resources & forms on its website at: TBD?

LIQUIDATED DAMAGES: The undersigned agrees to pay the Owner as liquidated damages the sum of **\$150** for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice as a deductive change order.

PREVAILING WAGES: This project is subject to WA State Labor & Industries Prevailing Wage laws. LNI Intents must be filed prior to starting and LNI Affidavits upon completion. LNI will require certified payroll. Please be advised the City of Pacific is split between both King County and Pierce County. Contractor must plan for LNI Intents & Affidavits accordingly.

PROJECT FINANCING: CI Pacific is financing 100% of this project thru the general city fund.

BUY AMERICAN ACT: This contract is **not** under the scrutiny of under the “Buy American Act”; although procurement that reflects the “Buy American Act” is encouraged.



ADMINISTRATIVE PARAMETERS

PRE-BID CONFERENCE WALK THRU: Meet online via zoom platform, at the appointed day & time as listed on the Invitation To Bid. ~~Parking will be available at the parking lot.~~ Owner will be available to introduce the project requirements and answer questions. A project walk-thru will then commence promptly.

Mandatory Job Walk?

YES

NO

All bidders that wish to bid on this project, **SHOULD** attend the pre-bid conference walk thru. ~~Meet onsite, as shown in Figure 1 below. Firms should bring their own: Copies of Bidding Documents, Project Questions. Firms must bring their own: Hi Visibility Safety Vests, Washington State ID & PPE gear for Covid-19 best practices (masks + gloves).~~ This meeting will be made available only on the aforementioned dates & times. See instructions below. (Contractor may have to download "Zoom" software, please review & allow adequate time prior to meeting)

Join Zoom Meeting

One tap mobile: US: [+12532050468.83359301976#](tel:+1253205046883359301976) or [+12532158782.83359301976#](tel:+1253215878283359301976)

Meeting URL: <https://us02web.zoom.us/j/83359301976>

Meeting ID: 833 5930 1976

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US

Meeting ID: 833 5930 1976



ADMINISTRATIVE PARAMETERS

RESERVATIONS & CONSIDERATIONS: CI PACIFIC may consider waiving at their discretion, certain bidding formalities, and irregularities on a case-by-case basis for the benefit of the project; and/or reserves the right to reject any or all bids. This RFP does not obligate CI PACIFIC to accept or contract any expressed or implied services. CI PACIFIC may reserve the right for convenience and at CI PACIFIC's discretion for future projects, by utilizing this RFP and the results thereof, as the instrument of advertisement, provided that the other new future project's scope of work and project conditions is somewhat similar to the currently advertised project.

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

BIDDER RESPONSIBILITY: It is the Bidder responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and City's General Terms and Conditions for Facility Construction as found on City's website. Bidders must also comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes. Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.

COSTS TO PROPOSE: CI Pacific will not be liable for any costs incurred by the Proposer related to this RFQ/RFP/ITB. This includes any preparation or activities related to this project.

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

PROJECT AWARD: The award of the Contract will go to the lowest responsive qualified bidder submitting the lowest responsible bid. The City reserves the right to reject any and all bids or waive any informality in the bidding and make the award as deemed to be in the best interest of the City. The Notice of Intent to Award is expected to be made within 5 days of bid date. All pricing and responses shall be exhibited on CI PACIFIC's forms.

RETENTION: Applicable to any project over \$35,000.00, and the amount of retention = 5%. Retention will be retained until a successful Notice Of Completion is obtained. Notice of Completion is when CI PACIFIC is notified of acceptance by the following (3) entities: Labor & Industries, Dept. of Revenue and Dept. of Employment Securities. Notice of Completion often takes 90 – 120 days after 100% invoice completion. Retention payments will be paid minus any liquidated damages or lost key assessments. The retention invoice must be submitted on City's invoice forms and this invoice, can be submitted simultaneously to the 100% complete invoice. Retainage may be increased to the amount = 10%, if agreed to mutually by contractor and CI PACIFIC, when utilizing the P&P bonding "IN LIEU OPTION". This project will allow for a 10% retention in lieu of Payment & Performance Bond, provided that the contract amount base bid including XX.X% Washington State Sales Tax is less than \$150,000.



ADMINISTRATIVE PARAMETERS

BID BOND: All bid proposals shall be accompanied by a Bid Bond, (Bid Security/Bid Guarantee/Bid Deposit) in the form of a ~~cash deposit~~, certified or cashier's check, postal money order, company check or surety bond made payable to the City of Pacific, for a sum not less than five percent (5%) of the amount of Contractors Base Bid amount + Sales Tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Specifications, the bid security (bid deposit/bond) shall be forfeited to the City of Pacific. This is applicable for all projects when the base bid contract exceeds \$35,000. This Bid Bond is calculated upon the amount of the projects owner's estimate amount multiplied by five percent. See also Bid Bond form included in this ITB/RFP. **[Contractors Base Bid Amount + WSST X 5%]**

PAYMENT & PERFORMANCE BOND: Payment & Performance bonding (P&P bond) is NOT required to be exhibited during bidding. However, contractor must be able to obtain a future P&P bond if project necessitates one. Contractor shall at the time of contract, deliver a satisfactory P&P bond equal to 100% of the awarded bid amount. The P&P bond amount will be based upon the base bid value of the project + WSST. P&P bond is applicable to any contract with WSST included exceeding \$35,000. Surety proof of P&P Bond is not required to be exhibited for bidding, but Contractor must have the financial ability to acquire one and it's pricing must be exhibited. See also RCW 47.28, otherwise they may forgo their Bid Bond. Additionally, P&P bonds must be rated as: A.M. Best financial strength rating "A-" or better. The bid bond may be retained by CI PACIFIC as a guarantee until the contract has been signed and a Performance Bond in a form acceptable to the Owner has been made and delivered to the Owner.

Utilizing RCW 39.08.010 the P&P bonding requirement may be waived after the time of bid opening, all dependent upon on the individual projects mitigated risk approach as determined by CI PACIFIC, and subject to the contractor's increased retainage level. In some bidding situations, excessively high surety bonding rates can occur, although minimal risk is perceived by CI PACIFIC, and if agreeable by both CI PACIFIC and the Contractor. This "In Lieu Option" is applicable to any contract amount including WSST between \$35,000 - \$149,999 and when agreeable by both owner and contractor. This mitigated risk approach will be evaluated during price proposal reviews and is not guaranteed.

BID SUBMISSION: Notice is hereby given that sealed bids will be received at the office of City Clerk for the City of Pacific, 100 – 3rd Avenue SE, Pacific, WA 98047 for this stated RFP/ITB at the time and date stated there-in. No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened and read. All bid submittals must be on the owner provided forms. Pricing to be held for 45 days after date bid is due. Instructions to Bidders, All bids must be submitted on or before the Bid Date/Time by the following checked box methods:

☒	EMAIL: All bid proposals must be accepted and date/time stamped by receiving email, before mid-night (11:59 PM) the day of bid due date, unless otherwise stated. The bid proposal submission package must contain ALL items requested in bidder's checklist, and all information requested all be bound together as one (1) document in an electronic ".pdf" format in a file size not larger than 15MB, as an attachment to the email. Do not utilize a webpage, cloud service, and/or re-direct page or other 3rd party hosting site for the bid proposal. All bid proposals must be emailed directly to: PWbidding@ci.pacific.wa.us
☐	HAND DELIVERED: n/a



ADMINISTRATIVE PARAMETERS

CONTRACTOR DISQUALIFICATION:

1. A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the responsibility criteria in RCW 39.04.
2. A bidder may be deemed not responsible and the proposal rejected if:
 - a. More than one proposal is submitted for the same project from a bidder under the same or different names;
 - b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
 - c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
 - d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
 - e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
 - f. The bidder failed to settle bills for labor or materials on past or current contracts;
 - g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
 - h. The bidder is unable, financially or otherwise, to perform the work; or
 - i. There are any other reasons deemed proper by the Contracting Agency.



BIDDER QUESTIONS

Bidding Contractor:	
Contact Name:	
Contact Email:	
Contact Phone:	

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Pacific's policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Pacific "Public Works Department" Attention: Rick Gehrke Public Works Director for the City of Pacific, via ONLY email to: PWbidding@ci.pacific.wa.us

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

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

Bidding Contractor has the following question(s)/comment(s)/substitution request(s):

BIDDER QUESTIONS: Questions or Substitution Requests about this project should be directed to:

PWbidding@ci.pacific.wa.us



REQUIRED ATTACHMENT A: BID PROPOSAL FORM 1 of 2

Contractor Name & Date: Olson Brothers Pro-Vac, LLC August 30, 2023

Contractor Authorized Bidder Name & Title: Les Wintermute, Sales Manager

Contractor Contact Information - Address: 2412 Inter Ave, Puyallup, WA 98374

Contractor Contact Information - Phone & Email: 206-730-3110, les.wintermute@pro-vac.com

Contractor Registration Number & Expiration Date: OLSONBP985J2, 6/27/2024

Contractor Bonding Company Name: Alliant Insurance Services

Contractor Bonding Company Contact Info: Amanda Jovino, 860-269-2148

Contractor Unified Business Identifier Number: 602-170-975

Contractor Federal Tax ID Number: 80-0016987

Contractor Labor & Industries Number: 565,502-01

Contractor Signature: *Les Wintermute*

Pursuant to and in compliance with, the Bidder has familiarized themselves with the Invitation to bid, scope of work and drawings/specifications, as well as the premises and conditions affecting the work, "General Terms and Conditions for Facility Construction" and the CI PACIFIC Contract; and hereby proposes to provide / furnish all materials, prevailing wage labor, equipment, ancillary items and incidentals to fully perform all the contractor coordination, AHJ coordination, MEP permitting, installation, commissioning and closeout. Included in this Lump Sum Dollar amount bid prices is also contractor overhead, profit and Payment & Performance Bonding costs. CI PACIFIC expects that the prime contractor bidding this project, is providing a "TURN-KEY" 100% complete Lump Sum project and all costs associated with this project's scope and ITB/RFP have been accounted for.



REQUIRED ATTACHMENT A: BID PROPOSAL FORM 2 of 2

Item	Description	Unit Price	Unit	Qty	Total Dollar Amount
1	Base Bid - Mobilization, Demolition, Site Preparation & Clean-up _ Total: [word\$ Seven Thousand Five hundred dollars and zero cents]	7,500.00	Lump Sum	1	\$ 7,500.00
2	Base Bid - Traffic Control _ Total: [word\$ Eight thousnad two hundred and fifty dollars and zero cents]	8,250.00	Lump Sum	1	\$8,250.00
3	Base Bid - Cleaning of Type I Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$ Thirty one thousand four hundred sixty four dollars and zero cents]	92.00	Each	342	\$ 31,464.00
4	Base Bid - Cleaning of Type II Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$ Four thousand nine hundred forty five dollars and zero cents]	115.00	Each	43	\$ 4,945.00
5	Base Bid - Cleaning of Type Vortex Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$ Three hundred thirty dollars and zero cents]	165.00	Each	2	\$ 330.00
6	Base Bid - Solid Waste Disposal (CI Pacific has local Decant basin) _ Total: [word\$ Two hundred fity dollars and zero cents]	250.00	Ton	1	\$ 250.00
7	ADDITIVE ALTERNATE Bid #1 - Storm Drain Pipe Cleaning @ 8" & smaller. [word\$ Four hundred ninety dollars and zero cents]	1.96	Lineal Ft.	250	\$ 490.00
8	ADDITIVE ALTERNATE Bid #2- Storm Drain Pipe Cleaning @ 10" - 12" [word\$ Five hundred seventy three dollars and fifty cents]	2.15	Lineal Ft.	250	\$ 537.50
9	ADDITIVE ALTERNATE Bid #3- Storm Drain Pipe Cleaning @ 14" - 18" [word\$ Five hundred sixty two dollars and fifty cents]	2.25	Lineal Ft.	250	\$ 562.50
10	ADDITIVE ALTERNATE Bid #4- Storm Drain Pipe Cleaning @ 20" - 24" [word\$ Seven hundred dollars and zero cents]	2.80	Lineal Ft.	250	\$ 700.00
11	ADDITIVE ALTERNATE Bid #5- Closed Circuit Television Video (CCTV) Pipe Inspections & Findings Report [word\$ One thousand five hundred sixty two dollars and fifty cents]	6.25	Lineal Ft.	250	\$ 1,562.50
12	BASE BID SUB-TOTAL: (bid items 1 - 6)	\$ 52,739.00			
13	ADDITIVE ALTERNATES BID SUB-TOTAL: (bid items 7 - 11)	\$ 3,852.50			
The total of above said amounts being hereinafter referred to as the Base Bid and is exclusive of Washington State Sales Tax. All amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. *Note: CI PACIFIC will calculate WSST and include it into the main contract if applicable.					



REQUIRED ATTACHMENT B: ADDENDA

RECEIPT OF ADDENDA:

As applicable, initial receipt of the following addenda as acknowledgement:

Addendum #1: <i>LW</i>	Addendum #4:
Addendum #2: <i>LW</i>	Addendum #5:
Addendum #3:	Addendum #6:

"ASSUMED" ADDENDA CORRESPONDENCES:

Addendum #1 = PRE-BID CONFERENCE, Attendees and any questions that were posed.

Addendum #2 = Possibly other bidder questions posed prior to bid date.

Addendum #?= *Please verify prior to submitting bid.*

CONSTRUCTION DOCUMENTS REFERENCED:

Project Specific

1. INVITATION TO BID | REQUEST FOR PROPOSAL
2. Addenda as referenced.
3. EXHIBIT A: Scope of Work
4. EXHIBIT B: PW-23-019 SD-CB CLEANING 2023 MAP (7.31.2023)
5. EXHIBIT C: Catch Basin Inspection Form
6. EXHIBIT D: Excel Spread Sheet

Referenced Standards

7. "CI PACIFIC General Terms and Conditions for Facility Construction" found on CI PACIFIC website and/or in Project Manual.
8. WSDOT Specs as applicable.

BIDDERS CHECKLIST:

Contractor must complete and provide the following requested information for the bid proposal to be considered Responsive, as per Bid Submission instructions. FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

REQUIRED ATTACHMENT A	BID PROPOSAL FORMS
REQUIRED ATTACHMENT B	ADDENDA + TRENCH EXCAVATION SAFETY
REQUIRED ATTACHMENT C	BID SECURITY
REQUIRED ATTACHMENT D	NON-COLLUSION
REQUIRED ATTACHMENT E	CONTRACTOR CERTIFICATION OF WAGE LAW COMPLIANCE
REQUIRED ATTACHMENT F	SUBCONTRACTOR LIST

*TRENCH EXCAVATION SAFETY PROVISIONS

If not applicable, then write n/a. If applicable, then in write in amount, but and of Base / Alternate Bid.
(*Included also in Base / Alternate Bid)

\$ n/a

If the bid amount contains any work which requires excavation/trenching exceeding a depth of four feet (+48"), all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in "trench excavation safety provisions" blank preceding (even if the value is \$0.00 [please note that this is not cumulative to the base, just included within])



Updated:	8/24/2023 1:15 PM
Project No.:	PW-23-019
Project Name:	SD_CB Cleaning 2023
ADDENDUM No.:	1

TO: ALL PLANHOLDERS

This addendum shall be bound into and become part of the above referenced specification/scope of work/Construction Documents/plan set. The bid documents for the project shall be modified as follows:

ITEM:	DESCRIPTION:	
1	QUESTION:	Requested a copy of Pre-Bid Conference Job Walk List of Attendees.
	ANSWER:	(see attached)
2	QUESTION:	Can the city change the quantity of Catch Basins to be cleaned after award?
	ANSWER:	Yes, This contract is a unit price proposal and the city reserves the right to add or delete the quantity of Catch Basins to be cleaned.
3	QUESTION:	Will the contractor have access to City water?
	ANSWER:	Yes
4	QUESTION:	Connected to sewer or all stormwater?
	ANSWER:	All stormwater
5	QUESTION:	Can contractor decant anytime or will City employee need to be available?
	ANSWER:	After initial decant with City employee, contractor can decant anytime.
6	QUESTION:	Do solids go to a separate facility?
	ANSWER:	Yes, any hazardous waste dump site for storm drain solids is acceptable.
7	QUESTION:	Are there diagrams for the Type 1 catch basin, the Type 2 catch basin and the vortex catch basin?
	ANSWER:	Yes
8	QUESTION:	
	ANSWER:	
9	QUESTION:	
	ANSWER:	
10	QUESTION:	
	ANSWER:	

Acknowledge receipt of this addendum on the Bid Proposal form in the space provided to be considered a responsive bidder.

END OF ADDENDUM NUMBER: **1**



Pre-Bid Walk-Thru Meeting Sign In Sheet
*PLEASE WRITE LEGIBLY! _ this will get posted as an addendum.

8/24/2023 , 1:13 PM

Attendee Printed Name:	Company Name	Phone#	Email	Bidding as a Prime or Sub? [P or S]
1 Rick Gehrke	City of Pacific - PW Director	253-508-4731	rgehrke@ci.pacific.wa.us	owner
2 Bill Brookhart	City of Pacific - PW Superintendent	253-259-7417	bbrookhart@ci.pacific.wa.us	owner
3 Mike Rodriguez	City of Pacific - Storm Water Technician	253-737-6920	mrodriguez@ci.pacific.wa.us	
4 Cathy Fisher	City of Pacific - PW Admin	253-929-1144	cfisher@ci.pacific.wa.us	
5 Lucas Menendez	GrayMar Environmental Services	206-858-2285	lmendez@graymarenv.com	
6 Nelson	GrayMar Environmental Services	(866) GRAYMAR		
7 Clayton	Vortex Services - Sumner	855-Why-Dig1	info@vortexcompanies.com	
8 Kenny Allen	Asphalt Patch Systems	253-535-2590		
9 Minh Pham				
10 206-634-2750				
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Updated:	8/28/2023 2:33 PM
Project No.:	PW-23-019
Project Name:	SW_CB Cleaning 2023
ADDENDUM No.:	2

TO: ALL PLANHOLDERS

This addendum shall be bound into and become part of the above referenced specification/scope of work/Construction Documents/plan set. The bid documents for the project shall be modified as follows:

ITEM:	DESCRIPTION:	
1	QUESTION:	Where does the city of Pacific purpose the solid material get disposed of?
	ANSWER:	It is the responsibility of the contractor to properly dispose of the materials at a facility that can handle contaminated waste and provide proof to the City of Pacific. Contractor will need to verify which facilities are available.
2	QUESTION:	There are four bid items for line jet approximately 1000' but only 250' of CCTV please clarify?
	ANSWER:	The 250' number is the ~approximate distance between catch basins. If an alternate is to be accepted, we would then clean the storm piping and then likely add CCTV for final findings.
3	QUESTION:	Is there an estimated quantity for solid waste disposal?
	ANSWER:	Last year we had ~approximately 118 Tons of material reported for roughly the same amount of catch basins the City is purposing this year.
4	QUESTION:	What is the Decant facility located on the RFP documents?
	ANSWER:	The Decant facility location, noted on the map dated (7.31.2023) is for LIQUIDS only, NOT solids. The Decant facility is only a Sanitary Sewer manhole.

Acknowledge receipt of this addendum on the Bid Proposal form in the space provided to be considered a responsive bidder.

END OF ADDENDUM NUMBER: **2**

**REQUIRED ATTACHMENT C: BID SECURITY**

	Contractor to choose one Bid Security method, and provide the associated back-up.
☐	Certified Check Cashier's Check Company Check Postal Money Order
☒	Surety Bond (see Bid Bond form below)

AFFIX HERE

Certified Check | Cashiers Check | Company Check | Postal Money Order

SURETY BID BOND FORM**Bid Bond:**

KNOW ALL MEN BY THESE PRESENTS: That we, Olson Brothers Pro-Vac, LLC, as Principal and XL Specialty Insurance Company, as Surety, are held firmly bound unto the City of PACIFIC, Washington, as Oblige, in the penal sum of Five Percent of Amount Bid (5%) Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Oblige shall make any award to the Principal for PW-23-019 SW CB Cleaning 2023, PACIFIC, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige, or if the Principal shall, in case of failure to do so, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Oblige reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this 21st day of August 2023.


 BY ATTORNEY-IN-FACT (Attach Power of Attorney):
 Victoria P. Lyons, Attorney-in-Fact

Olson Brothers Pro-Vac, LLC
 PRINCIPAL:

Graham Hill, CEO
 PRINCIPAL Authorized Name/Title:

 8/21/2023
 PRINCIPAL Signature/Date:

XL Specialty Insurance Company

SURETY:

Theresa Giraldo
Work Cell: 862-360-8898 / Theresa.Giraldo@axaxl.com
 SURETY Contact Info: (Phone/Email)

70 Seaview Avenue, Stamford, CT 06902
 SURETY Contact Info: (Address)

Jessica L. Piccirillo, Attorney-in-Fact
 SURETY Authorized Name/Title:

 August 15, 2023
 SURETY Authorized Signature/Date:



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1622437

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Richard A. Leveroni, Victoria P. Lyons, Jessica L. Piccirilli, Kathleen M. Flanagan, Diane Moraski

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this March 31st, 2023.

XL SPECIALTY INSURANCE COMPANY



by:

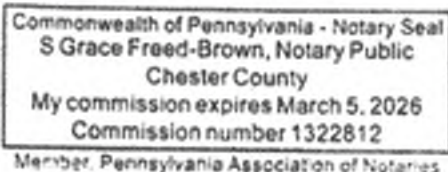
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 31st day of March, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin N. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 21st day of August 2023.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 31st day of March, 2023.



XL REINSURANCE AMERICA INC.

by:

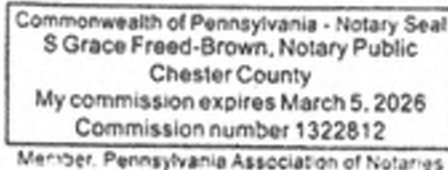
Gregory Boal
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 31st day of March, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin N. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 3/31/2025



REQUIRED ATTACHMENT D: NON-COLLUSION 1 of 2

COMBINED AFFIDAVIT AND CERTIFICATION FORM: Non-Collusion, Anti-Trust, Prevailing Wage (Non-Federal Aid), Debarment, Eligibility, and Certification of Lawful Employment

NON-COLLUSION AFFIDAVIT: Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other Bidder on the foregoing work equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other Bidder or Bidders; and

NOTICE TO ALL BIDDERS ON PROJECTS INVOLVING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) DOT FORM 272-036H EF: To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected; and

CERTIFICATION RE: ASSIGNMENT OF ANTI-TRUST CLAIMS TO PURCHASER: Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception; and

PREVAILING WAGE AFFADAVIT: I, the undersigned, having duly sworn, deposed say and certify that in connection with the performance of the work of this project, will pay each classification of laborer, workperson, or mechanic employed in the performance of such work, not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and forgoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief; and

DEBARMENT AFFIDAVIT: I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

AFFIDAVIT OF ELIGIBILITY: The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under chapter 18.27 RCW.

**REQUIRED ATTACHMENT D: NON-COLLUSION 2 of 2**

CERTIFICATION OF LAWFUL EMPLOYMENT: The contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act, now or as herein after amended, 8 USC Section 1101 et. seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Pacific.

FOR: Non-Collusion Affidavit, US DOT FORM 272-036H EF, Assignment of Anti-Trust Claims to Purchaser, Prevailing Wage, Affidavit, Debarment Affidavit, Affidavit of Eligibility, and Certification of Lawful Employment.

Olson Brothers Pro-Vac, LLC

PRINCIPAL:

Les Wintermute, Sales Manager

PRINCIPAL Authorized Name/Title:

Les Wintermute, August 30, 2023

PRINCIPAL Signature/Date:

Subscribed and sworn to before me this 30th day of August, 2023.

Amanda R. Punsalan

NOTARY PUBLIC Name:

Amanda R. Punsalan, August 30, 2023

NOTARY Signature/Date:

NOTARY PUBLIC in the State of Washington

October 12, 2025

NOTARY PUBLIC Commission Expires:

NOTARY PUBLIC STAMP HERE





REQUIRED ATTACHMENT E: CONTRACTOR CERTIFICATION OF WAGE LAW COMPLIANCE

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Olson Brothers Pro-Vac, LLC

CONTRACTOR/BIDDER PRINCIPAL:

Les Wintermute, Sales Manager

CONTRACTOR/BIDDER PRINCIPAL Authorized Name/Title:

Les Wintermute, August 30, 2023

CONTRACTOR/BIDDER PRINCIPAL Signature/Date:



REQUIRED ATTACHMENT F: SUBCONTRACTOR LIST

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW, or identify the bidder for the work will result in your bid being non-responsive and therefore void.

Subcontractors that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be named below, or name the bidder for the work.

The bidder verifies that each first tier subcontractor, and every subcontractor of any tier that hires other subcontractors, has a current certificate of registration in compliance with chapter 18.27 RCW; a current Washington Unified Business Identifier (UBI) number; has Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; has a Washington Employment Security Department number, as required in Title 50 RCW, if applicable; has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; has an electrical contractor license, if required by Chapter 19.28 RCW, if applicable; has an elevator contractor license, if required by Chapter 70.87 RCW.

The following listed bid items (listed in numerical sequence) for this project have been proposed for subcontracting to subcontractors as indicated.

SUBCONTRACTOR NAME:	BID SCOPE ITEMS:	ESTIMATED AMOUNT:	WMBE STATUS: (y/n)
N/A	Heating	N/A	
N/A	Electrical	N/A	
N/A	Plumbing	N/A	

even if prime contractor is self-performing the scope please indicate bid scope items



GENERAL CONDITIONS - SCOPE OF WORK

Permitting and Coordination:

1. Contractor to obtain electrical LNI permits as needed.
2. Owner will provide for a minor site work permit. Contractor to coordinate and provide any other AHJ permitting as needed. Provide copies of all inspection reports in close-out documentation.
3. Provide for 30-60-minute onsite or virtual weekly status update meetings with CI PACIFIC, for early coordination and then during construction. Assume (4) meetings during the onsite construction period.

Job specific requirements:

4. Contractor to protect existing utilities and adjacent surfaces and Owner items as they occur.
5. If during construction, contractor finds any products selected by CI PACIFIC or their consultant to not fit/function as needed, reasoning must be provided to CI PACIFIC immediately so that a solution may be found.
6. Any possible deviations from design must be communicated to CI PACIFIC or their consultant and approved before deviation occurs.

Logistics:

7. Upon request and coordination with campus administration, CI PACIFIC may allocate external parking lot spaces for dumpsters or for material staging during construction.
8. Upon request and coordination with internal staff, CI PACIFIC may allocate internal building spaces for material staging during construction.
9. Temporary power is available from the building.
- ~~10. Contractors can utilize restrooms inside facilities.~~
11. Site Access: Contractor will be provided access to site during construction window.

Housekeeping:

12. Contractor expected to maintain house-keeping and tidy working environment. Spaces should not be left in worse condition of cleanliness than what they were found.
13. Pursuant to and in compliance with, the Bidder has familiarized themselves with the Invitation to bid, scope of work and drawings/specifications, as well as the premises and conditions affecting the work, "General Terms and Conditions for Facility Construction" and the CI PACIFIC Contract; and hereby proposes to provide / furnish all materials, prevailing wage labor, equipment, ancillary items and incidentals to fully perform all the contractor coordination, AHJ coordination, MEP permitting, installation, commissioning and closeout. Included in this Lump Sum Dollar amount bid prices is also contractor overhead, profit and Payment & Performance Bonding costs. CI PACIFIC expects that the prime contractor bidding this project, is providing a "TURN-KEY" 100% complete Lump Sum project and all costs associated with this project's scope and ITB/RFP have been accounted for.

Deliverables:

14. Contractor shall provide a turn-key project. This includes but is not limited to: controlling all sub-contractors, suppliers, considering all items on the plans/specs, equipment, materials, onsite & offsite prevailing wage labor, site restoration, incidentals, accessory and ancillary items per plans and specifications as referenced in the construction documents. Note if a conflict is present, the more stringent scope shall apply.



EXHIBIT A - SCOPE OF WORK

NARRATIVE: The City of Pacific is seeking bids from qualified vendors to provide STORM DRAINAGE SYSTEM Cleaning. Work shall include, but is not limited to, cleaning and removing debris from the STORM DRAINAGE SYSTEM piping and manholes shown on the enclosed Project Map (Exhibit B). Contractor will remove covers, clean catch basin structures, legally dispose of the removed debris and provide electronic and written report of piping and catch basin cleaned that includes pertinent infrastructure nomenclature and a record of any piping defects discovered. A Liquid Decant Storm/Sewer location will be made available for the contractor; see map for location.

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

SCHEDULE OPTIONAL: Contractor also has the option of performing Catch Basin cleaning on the weekends (Saturday & Sunday) during the hours of 9:00 am and 7:00 pm; however City Staff will not be available for questions/comments. City staff is only available for questions/comments M-F 8:00 am – 3:30 pm. Contractor shall coordinate with their subs and vendors as needed. Additionally, this weekend work is merely a scheduling courtesy to the contractor from the City, and NO overtime will be paid to the contractor as this work is traditionally performed M-F; and all other guidelines, stipulations of this yet ITB/RFP apply.

Items of Work

Bid Item 1 – Mobilization: This will be a Lump Sum (LS) cost for the Contractor. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals required to complete the project, the cost of bonds and any required insurances; and other preconstruction expenses necessary for start of work. This is costs not already included in other bid items.

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

Bid Item 2 – Traffic Control: This will be a Lump Sum (LS) cost for the Contractor. The lump sum price bid for traffic control shall include but not be limited to: Traffic Control Plans, Signs (portable, stationary, or barricade), which includes detour signing, Flashing Arrow Boards (FAB), Traffic Control Supervisor (TCS) Flaggers, Cones, Skinny Drums and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Bid Item 3 – Catch Basin Type I Cleaning: This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated $342 \pm$ rectangular Type-I catch basins of various sizes. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.



The contractor shall record using the EXHIBIT C (Catch Basin Inspection Form) and the EXHIBIT D (Microsoft Excel spreadsheet format) tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented in a acceptable fashion to the City upon completion.

Bid Item 4 – Catch Basin Type II Cleaning: This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated $43 \pm$ storm drain Catch Basins Type II of various sizes. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

The contractor shall record using the EXHIBIT C (Catch Basin Inspection Form) and the EXHIBIT D (Microsoft Excel spreadsheet format) tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented in a acceptable fashion to the City upon completion.

Bid Item 5 – Catch Basin Type Vortex Cleaning: This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated $2 \pm$ storm drain Catch Basins Type Vortex of various sizes. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

The contractor shall record using the EXHIBIT C (Catch Basin Inspection Form) and the EXHIBIT D (Microsoft Excel spreadsheet format) tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented in a acceptable fashion to the City upon completion.

Bid Item 6 – Waste Disposal: This will be a per Ton cost for the Contractor. Contractor shall be responsible as generator to characterize, transport and dispose of all waste generated during the storm drainage catch basin cleaning operations at an in-state facility permitted to receive said waste or as otherwise allowed by State and Federal solid waste disposal laws. The liquid phase may be decanted into the City's storm sewer manholes as long as it meets state water quality criteria and does not cause significant deposits of debris in the storm sewer. Under no circumstances shall the Contractor dispose any material or liquid into the City of Pacific's storm drainage system structures.

Debris disposal will be measured based on the weight in tons of debris removed during storm sewer cleaning operations. The Contractor shall be required to present to the City Disposal tickets or other written documentation that records the weight of the waste removed, issued by the waste hauler removing said waste, as the basis of this payment.

ALTERNATE Bid Items 7, 8, 9, 10 – Storm Drain Jet Rodding/Pipe Cleaning: This will be a per Lineal Foot (LF) cost for the Contractor. The Contractor shall carry out all cleaning operations with a vactor truck of suitable size and power for the work. Contractor will supply all necessary labor, material, and equipment, including temporary line plugs and bypass pumping (if required) to clean an estimated $250 \pm$ LF of storm/sewer pipe of various size and material composition per line item. The contractor shall provide property resident / tenant notification prior to commencing work including date and time of activities. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.



ALTERNATE Bid Item 11 – Closed Circuit Television Video (CCTV) Pipe Inspection With Findings Report

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

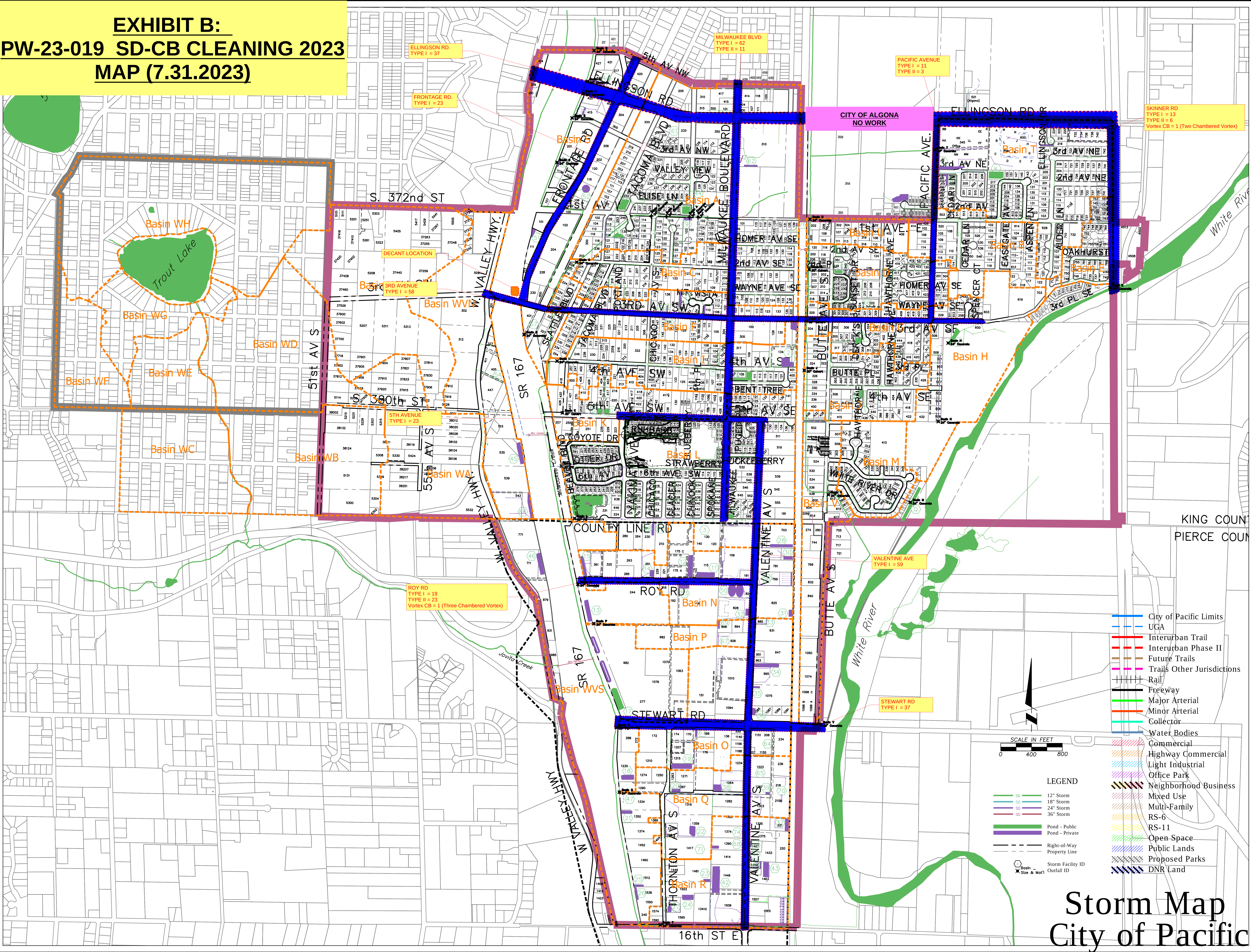
The contractor shall inspect the storm drainage interior piping using a color closed circuit television camera (CCTV) and document the inspection on a digital recorder. All inspection video shall be captured in either MPEG or Windows Media Video (.WMV) file format and saved portable hard drives for submittal.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

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

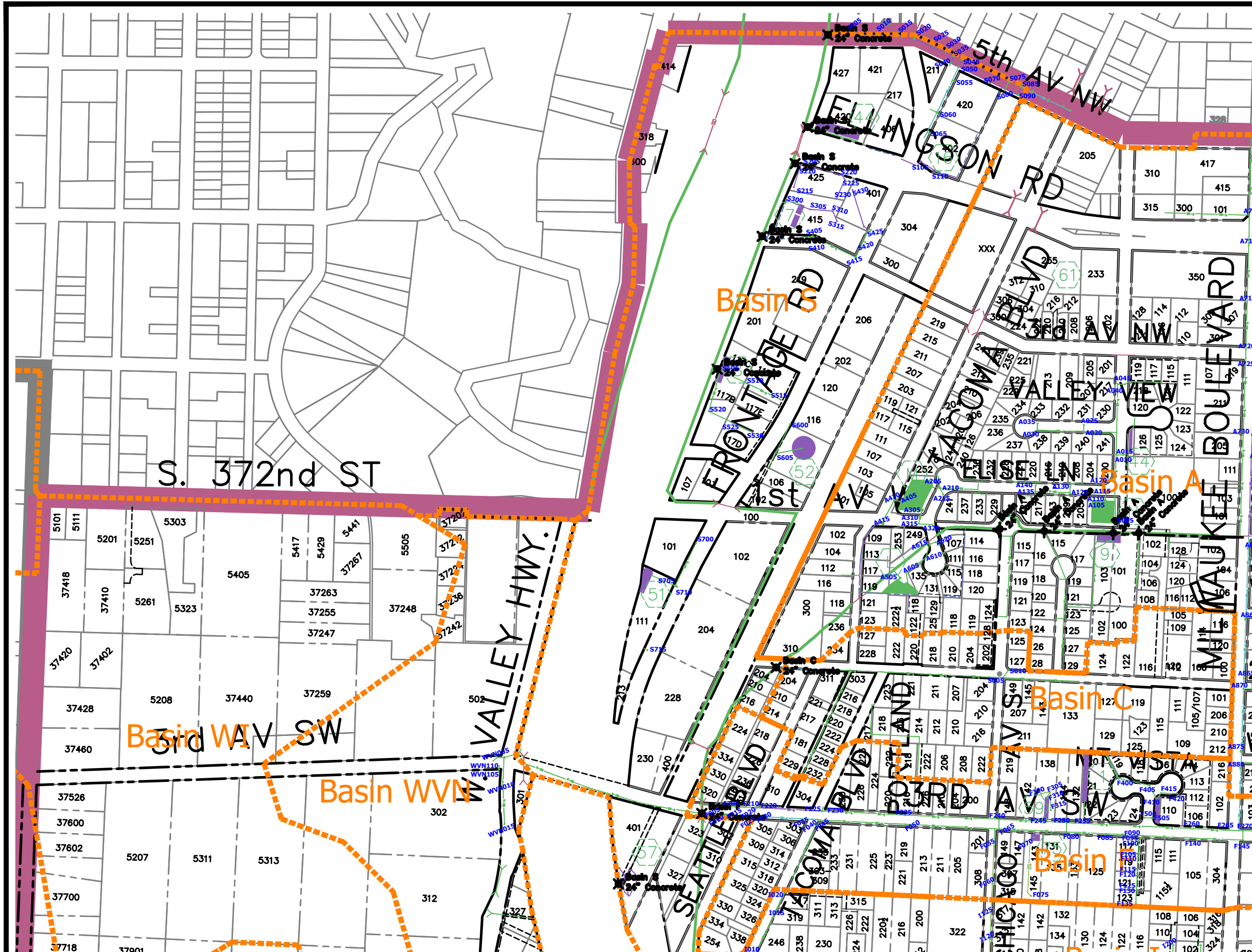
- All pertinent inspection data to include:
- Date and time of inspection.
- Catch Basin name and number.
- Size, slope, material and cardinal orientation of pipe.
- Depth from top of structure lid to bottom of structure.
- All distances between structures and inlets.
- Direction of flow.
- Defect description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

[End of Invitation To Bid]

EXHIBIT B:
PW-23-019 SD-CB CLEANING 2023
MAP (7.31.2023)



Storm Map
City of Pacific

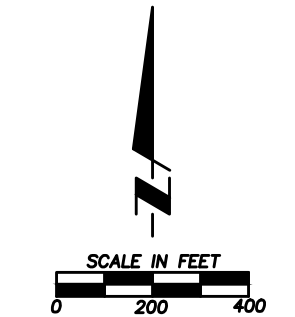
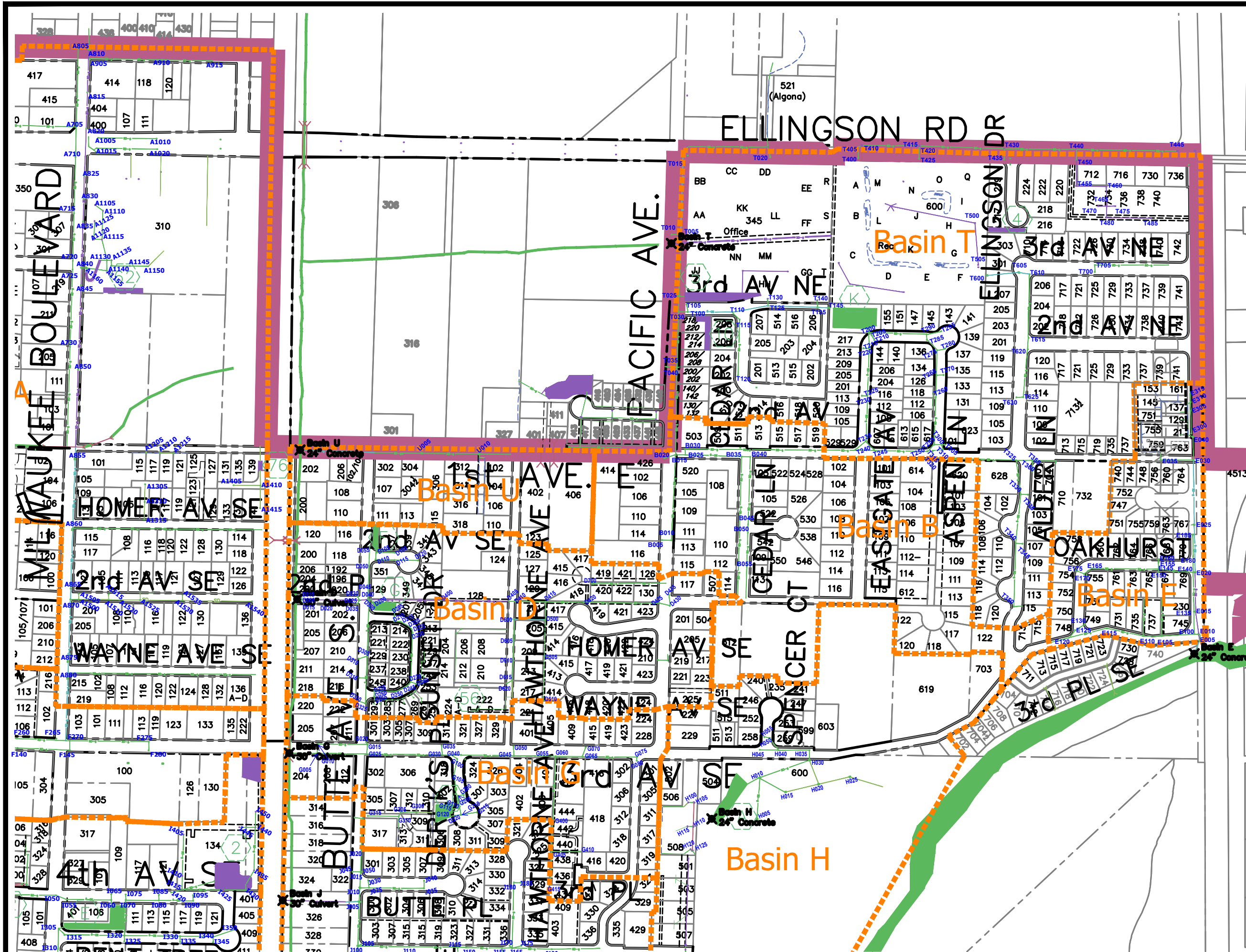


SCALE IN FEET
0 200 400

LEGEND

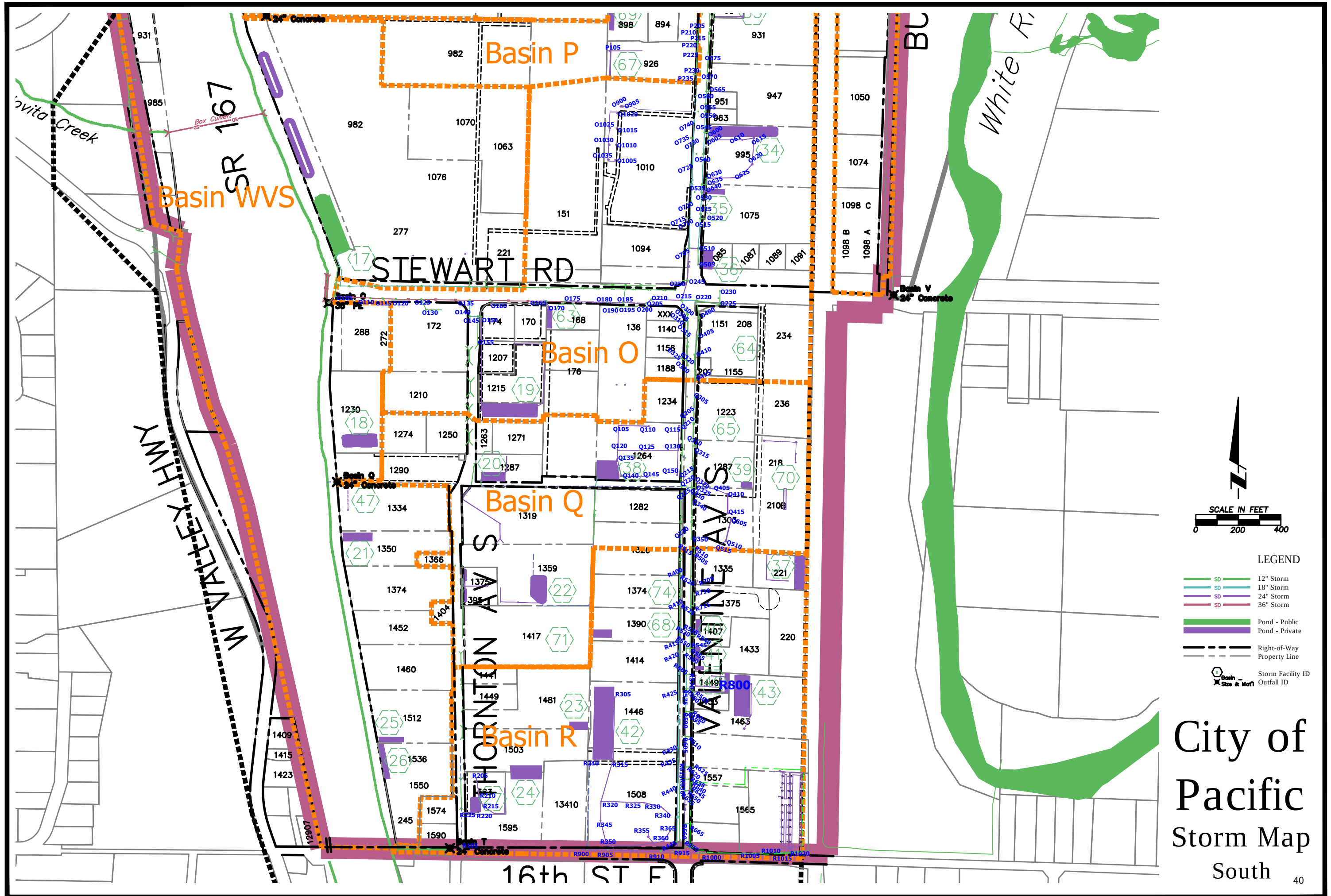
- 12" Storm
- 18" Storm
- 24" Storm
- 36" Storm
- Pond - Public
- Pond - Private
- Right-of-Way
- Property Line
- Storm Facility ID
- Outfall ID

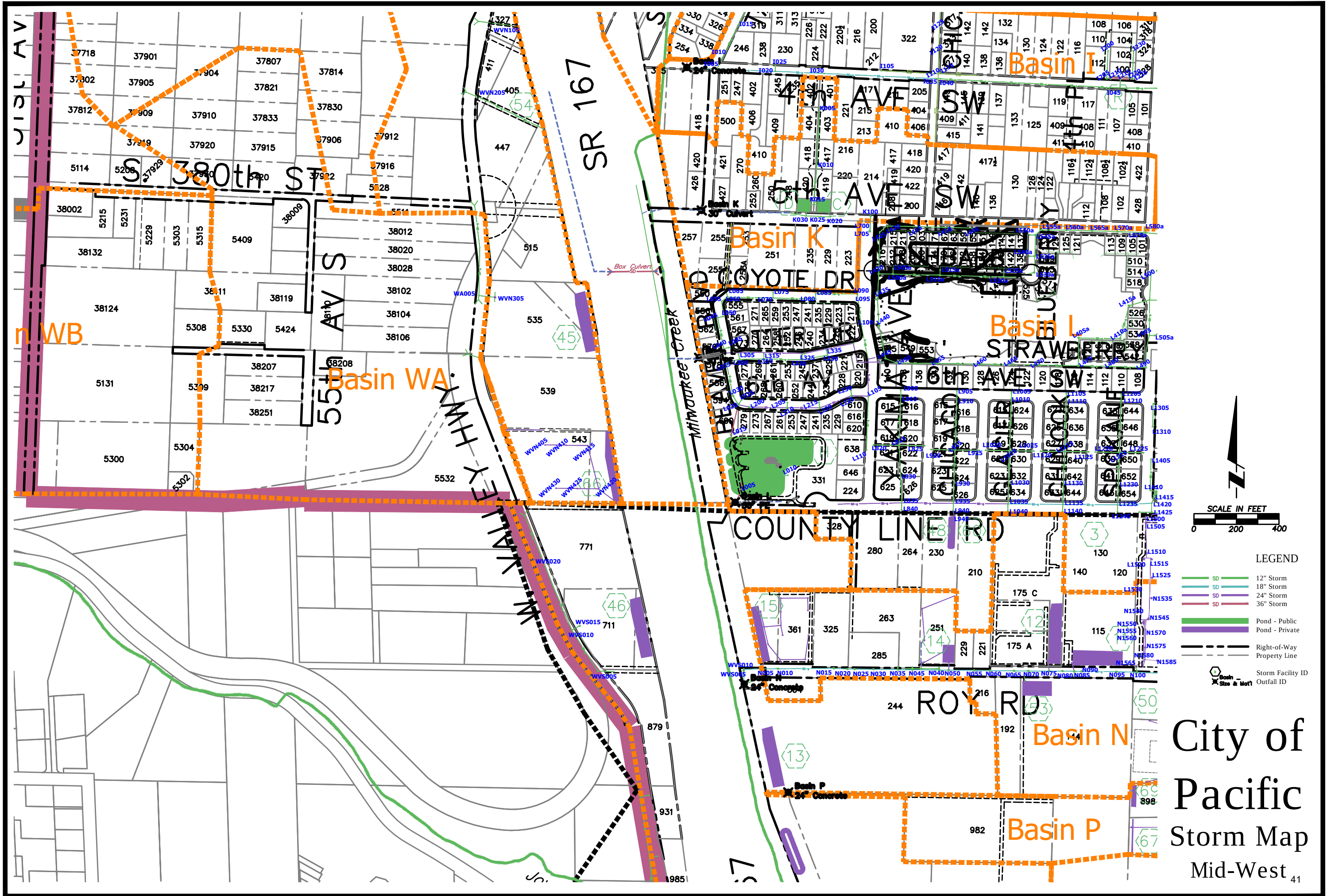
City of Pacific Northwest Storm Map Northwest



- LEGEND**
- SD 12" Storm
 - SD 18" Storm
 - SD 24" Storm
 - SD 36" Storm
 - Pond - Public
 - Pond - Private
 - Right-of-Way
 - Property Line
 - Storm Facility ID
 - Outfall ID

City of Pacific Storm Map Northeast





City of Pacific Storm Map Mid-West



CATCH BASIN INSPECTION FORM

DATE: _____ CB TYPE: _____

LOCATION: _____ BASIN: _____

CATCH BASIN:

Is there trash or debris in the structure?
 Is there vegetation in the structure?
 Is there contamination or pollution?
 Does sediment exceed 1/3 of the sump?
 Is the grout missing or failing?
 Dose frame or structure have damage?
 Is the structure plum with the curb and road?
 Are the pipes separating from the structure?
 Is there a 1/3 or more of sediment in the pipes?
 Other _____

		MAINTENANCE NEEDED?	
YES	NO	YES	NO
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

MEASUREMENTS OF SEDIMENT

TOP	BOTTOM	TOTAL

INLET PIPE SIZE: _____ OUTLET PIPE SIZE: _____

PIPE TYPE:

PVC	CSP	HDPE	OTHER _____

COMMENTS: _____

NAME OF INSPECTOR: _____

City of Pacific Stormwater Department

100 3rd Avenue S.E.

Pacific, WA 98047



Official Bid Comparison Tabulations Score Sheet

Rick Gehrke
Public Works Director City of Pacific
253-508-4731
rgehrke@ci.pacific.wa.us

PROJECT No. & Project Name: PW-23-019 SD_CB CLEANING 2023																Bid Time:		On or before 11:59PM			
Owners Estimate: \$120,000																Bid Date:		8/30/2023			
Name of Contractor:	BASE BID ITEM #1	BASE BID ITEM #2	BASE BID ITEM #3	BASE BID ITEM #4	BASE BID ITEM #5	BASE BID ITEM #6	ALT #1 _ BID ITEM #7	ALT #2 _ BID ITEM #8	ALT #3 _ BID ITEM #9	ALT #4 _ BID ITEM #10	ALT #5 _ BID ITEM #11	BASE BID TOTALS	ALTERNATE TOTALS	BASE BID + ALTERNATE TOTALS	Bid On Time Y/N	(Attach A) Bid Form Complete Y/N	(Attach B) Addenda acknd. + Trench Safety Y/N	(Attach C) Bid Security Y/N	(Attach D) Non-Collusion Y/N	(Attach E) Certificate of Wage Law Compliance Y/N	(Attach F) Subcontractor List Y/N
Hansen Tree Service	\$ 10,000.00	\$ 3,000.00	\$ 33,823.80	\$ 4,945.00	\$ 2,500.00	\$ 100.00	\$ 2,500.00	\$ 2,700.00	\$ 2,900.00	\$ 3,100.00	\$ 3,600.00	\$ 54,368.80	\$ 14,800.00	\$ 69,168.80	Y	Y	Y	Y	Y	Y	Y
Asphalt Patch Systems	\$ 9,700.00	\$ 22,294.00	\$ 60,534.00	\$ 8,772.00	\$ 1,000.00	\$ 400.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00	\$ 5,250.00	\$ 6,750.00	\$ 102,700.00	\$ 24,000.00	\$ 126,700.00	Y	Y	Y	Y	Y	Y	Y
Olson Brothers Pro-Vac LLC	\$ 7,500.00	\$ 8,250.00	\$ 31,464.00	\$ 4,945.00	\$ 330.00	\$ 250.00	\$ 490.00	\$ 537.50	\$ 562.50	\$ 700.00	\$ 1,562.50	\$ 52,739.00	\$ 3,852.50	\$ 56,591.50	Y	Y	Y	Y	Y	Y	Y
Strickland & Sons Excavation	\$ 16,250.00	\$ 100,000.00	\$ 112,860.00	\$ 25,370.00	\$ 2,400.00	\$ 594.00	\$ 2,250.00	\$ 3,000.00	\$ 4,500.00	\$ 5,000.00	\$ 1,625.00	\$ 257,474.00	\$ 16,375.00	\$ 273,849.00	Y	Y	Y	Y	Y	Y	Y
Clean Hydrovac Inc	\$ 3,600.00	\$ 24,000.00	\$ 68,400.00	\$ 10,750.00	\$ 2,000.00	\$ 148.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 108,898.00	\$ 3,000.00	\$ 111,898.00	Y	Y	N	Y	Y	N	N
Core Tap Construction LLC	\$ 1,000.00	\$ 3,500.00	\$ 71,820.00	\$ 21,500.00	\$ 2,000.00	\$ 250.00	\$ 2,500.00	\$ 3,000.00	\$ 4,500.00	\$ 5,000.00	\$ 10,000.00	\$ 100,070.00	\$ 25,000.00	\$ 125,070.00	Y	Y	Y	Y	Y	Y	Y
Apparent Low Bidder Contractor Based Upon Base Bid Only (City of Pacific to determine Alternates Desired):	Olson Brothers Pro-Vac LLC		Witness #1 Name Signature Date:				Rick Gehrke , Public Works Director, 8/31/2023														
			Witness #2 Name Signature Date:				Cathy Fisher, PW Admin., 08/31/2023														
Location Of Bid Opening:	100 3rd Avenue SE, Pacific, WA, 98047		Witness #3 Name Signature Date:																		



REQUIRED ATTACHMENT A: BID PROPOSAL FORM 1 of 2

Contractor Name & Date: Olson Brothers Pro-Vac, LLC August 30, 2023

Contractor Authorized Bidder Name & Title: Les Wintermute, Sales Manager

Contractor Contact Information - Address: 2412 Inter Ave, Puyallup, WA 98374

Contractor Contact Information - Phone & Email: 206-730-3110, les.wintermute@pro-vac.com

Contractor Registration Number & Expiration Date: OLSONBP985J2, 6/27/2024

Contractor Bonding Company Name: Alliant Insurance Services

Contractor Bonding Company Contact Info: Amanda Jovino, 860-269-2148

Contractor Unified Business Identifier Number: 602-170-975

Contractor Federal Tax ID Number: 80-0016987

Contractor Labor & Industries Number: 565,502-01

Contractor Signature: *Les Wintermute*

Pursuant to and in compliance with, the Bidder has familiarized themselves with the Invitation to bid, scope of work and drawings/specifications, as well as the premises and conditions affecting the work, "General Terms and Conditions for Facility Construction" and the CI PACIFIC Contract; and hereby proposes to provide / furnish all materials, prevailing wage labor, equipment, ancillary items and incidentals to fully perform all the contractor coordination, AHJ coordination, MEP permitting, installation, commissioning and closeout. Included in this Lump Sum Dollar amount bid prices is also contractor overhead, profit and Payment & Performance Bonding costs. CI PACIFIC expects that the prime contractor bidding this project, is providing a "TURN-KEY" 100% complete Lump Sum project and all costs associated with this project's scope and ITB/RFP have been accounted for.



REQUIRED ATTACHMENT A: BID PROPOSAL FORM 2 of 2

Item	Description	Unit Price	Unit	Qty	Total Dollar Amount
1	Base Bid - Mobilization, Demolition, Site Preparation & Clean-up _ Total: [word\$ Seven Thousand Five hundred dollars and zero cents]	7,500.00	Lump Sum	1	\$ 7,500.00
2	Base Bid - Traffic Control _ Total: [word\$ Eight thousnad two hundred and fifty dollars and zero cents]	8,250.00	Lump Sum	1	\$8,250.00
3	Base Bid - Cleaning of Type I Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$ Thirty one thousand four hundred sixty four dollars and zero cents]	92.00	Each	342	\$ 31,464.00
4	Base Bid - Cleaning of Type II Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$ Four thousand nine hundred fourty five dollars and zero cents]	115.00	Each	43	\$ 4,945.00
5	Base Bid - Cleaning of Type Vortex Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$ Three hundred thirty dollars and zero cents]	165.00	Each	2	\$ 330.00
6	Base Bid - Solid Waste Disposal (CI Pacific has local Decant basin) _ Total: [word\$ Two hundred fity dollars and zero cents]	250.00	Ton	1	\$ 250.00
7	ADDITIVE ALTERNATE Bid #1 - Storm Drain Pipe Cleaning @ 8" & smaller. [word\$ Four hundred ninety dollars and zero cents]	1.96	Lineal Ft.	250	\$ 490.00
8	ADDITIVE ALTERNATE Bid #2- Storm Drain Pipe Cleaning @ 10" - 12" [word\$ Five hundred seventy three dollars and fifty cents]	2.15	Lineal Ft.	250	\$ 537.50
9	ADDITIVE ALTERNATE Bid #3- Storm Drain Pipe Cleaning @ 14" - 18" [word\$ Five hundred sixty two dollars and fifty cents]	2.25	Lineal Ft.	250	\$ 562.50
10	ADDITIVE ALTERNATE Bid #4- Storm Drain Pipe Cleaning @ 20" - 24" [word\$ Seven hundred dollars and zero cents]	2.80	Lineal Ft.	250	\$ 700.00
11	ADDITIVE ALTERNATE Bid #5- Closed Circuit Television Video (CCTV) Pipe Inspections & Findings Report [word\$ One thousand five hundred sixty two dollars and fifty cents]	6.25	Lineal Ft.	250	\$ 1,562.50
12	BASE BID SUB-TOTAL: (bid items 1 - 6)	\$ 52,739.00			
13	ADDITIVE ALTERNATES BID SUB-TOTAL: (bid items 7 - 11)	\$ 3,852.50			
The total of above said amounts being hereinafter referred to as the Base Bid and is exclusive of Washington State Sales Tax. All amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. *Note: CI PACIFIC will calculate WSST and include it into the main contract if applicable.					



REQUIRED ATTACHMENT B: ADDENDA

RECEIPT OF ADDENDA:

As applicable, initial receipt of the following addenda as acknowledgement:

Addendum #1: <i>LW</i>	Addendum #4:
Addendum #2: <i>LW</i>	Addendum #5:
Addendum #3:	Addendum #6:

"ASSUMED" ADDENDA CORRESPONDENCES:

Addendum #1 = PRE-BID CONFERENCE, Attendees and any questions that were posed.

Addendum #2 = Possibly other bidder questions posed prior to bid date.

Addendum #?= *Please verify prior to submitting bid.*

CONSTRUCTION DOCUMENTS REFERENCED:

Project Specific

1. INVITATION TO BID | REQUEST FOR PROPOSAL
2. Addenda as referenced.
3. EXHIBIT A: Scope of Work
4. EXHIBIT B: PW-23-019 SD-CB CLEANING 2023 MAP (7.31.2023)
5. EXHIBIT C: Catch Basin Inspection Form
6. EXHIBIT D: Excel Spread Sheet

Referenced Standards

7. "CI PACIFIC General Terms and Conditions for Facility Construction" found on CI PACIFIC website and/or in Project Manual.
8. WSDOT Specs as applicable.

BIDDERS CHECKLIST:

Contractor must complete and provide the following requested information for the bid proposal to be considered Responsive, as per Bid Submission instructions. FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

REQUIRED ATTACHMENT A	BID PROPOSAL FORMS
REQUIRED ATTACHMENT B	ADDENDA + TRENCH EXCAVATION SAFETY
REQUIRED ATTACHMENT C	BID SECURITY
REQUIRED ATTACHMENT D	NON-COLLUSION
REQUIRED ATTACHMENT E	CONTRACTOR CERTIFICATION OF WAGE LAW COMPLIANCE
REQUIRED ATTACHMENT F	SUBCONTRACTOR LIST

*TRENCH EXCAVATION SAFETY PROVISIONS

*If not applicable, then write n/a. If applicable, then in write in amount, but apart of Base / Alternate Bid. (*Included also in Base / Alternate Bid)*

\$ n/a

If the bid amount contains any work which requires excavation/trenching exceeding a depth of four feet (+48"), all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW. 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in "trench excavation safety provisions" blank preceding (even if the value is \$0.00 [please note that this is not cumulative to the base, just included within])



REQUIRED ATTACHMENT C: BID SECURITY

	Contractor to choose one Bid Security method, and provide the associated back-up.
☐	Certified Check Cashier's Check Company Check Postal Money Order
☒	Surety Bond (see Bid Bond form below)

AFFIX HERE

Certified Check | Cashiers Check | Company Check | Postal Money Order

SURETY BID BOND FORM

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, Olson Brothers Pro-Vac, LLC, as Principal and XL Specialty Insurance Company, as Surety, are held firmly bound unto the City of PACIFIC, Washington, as Oblige, in the penal sum of Five Percent of Amount Bid (5%) Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Oblige shall make any award to the Principal for PW-23-019 SW CB Cleaning 2023, PACIFIC, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige, or if the Principal shall, in case of failure to do so, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Oblige reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this 21st day of August 2023.

BY ATTORNEY-IN-FACT (Attach Power of Attorney):
Victoria P. Lyons, Attorney-in-Fact

Olson Brothers Pro-Vac, LLC

PRINCIPAL:

Graham Hill, CEO

PRINCIPAL Authorized Name/Title:

KE Hill 8/21/2023
PRINCIPAL Signature/Date:

XL Specialty Insurance Company

SURETY:

Theresa Giraldo

Work Cell: 862-360-8898 / Theresa.Giraldo@axaxl.com

SURETY Contact Info: (Phone/Email)

70 Seaview Avenue, Stamford, CT 06902

SURETY Contact Info: (Address)

Jessica L. Piccirillo, Attorney-in-Fact

SURETY Authorized Name/Title:

Jessica L. Piccirillo August 15, 2023
SURETY Authorized Signature/Date:



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1622437

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Richard A. Leveroni, Victoria P. Lyons, Jessica L. Piccirillo, Kathleen M. Flanagan, Diane Moraski

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this March 31st, 2023.



XL SPECIALTY INSURANCE COMPANY

by:

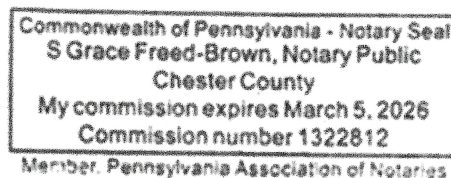
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 31st day of March, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 21st day of August 2023.



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 31st day of March, 2023.



XL REINSURANCE AMERICA INC.

by:

Gregory Boal

Gregory Boal, VICE PRESIDENT

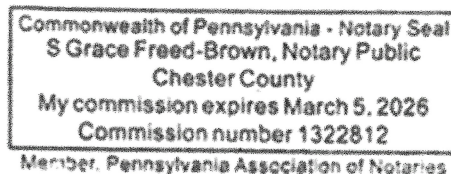
Attest:

Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 31st day of March, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ____ day of _____.



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 3/31/2025



REQUIRED ATTACHMENT D: NON-COLLUSION 1 of 2

COMBINED AFFIDAVIT AND CERTIFICATION FORM: Non-Collusion, Anti-Trust, Prevailing Wage (Non-Federal Aid), Debarment, Eligibility, and Certification of Lawful Employment

NON-COLLUSION AFFIDAVIT: Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other Bidder on the foregoing work equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other Bidder or Bidders; and

NOTICE TO ALL BIDDERS ON PROJECTS INVOLVING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) DOT FORM 272-036H EF: To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected; and

CERTIFICATION RE: ASSIGNMENT OF ANTI-TRUST CLAIMS TO PURCHASER: Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception; and

PREVAILING WAGE AFFADAVIT: I, the undersigned, having duly sworn, deposed say and certify that in connection with the performance of the work of this project, will pay each classification of laborer, workperson, or mechanic employed in the performance of such work, not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and forgoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief; and

DEBARMENT AFFIDAVIT: I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

AFFIDAVIT OF ELIGIBILITY: The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under chapter 18.27 RCW.



REQUIRED ATTACHMENT D: NON-COLLUSION 2 of 2

CERTIFICATION OF LAWFUL EMPLOYMENT: The contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act, now or as herein after amended, 8 USC Section 1101 et. seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Pacific.

FOR: Non-Collusion Affidavit, US DOT FORM 272-036H EF, Assignment of Anti-Trust Claims to Purchaser, Prevailing Wage, Affidavit, Debarment Affidavit, Affidavit of Eligibility, and Certification of Lawful Employment.

Olson Brothers Pro-Vac, LLC

PRINCIPAL:

Les Wintermute, Sales Manager

PRINCIPAL Authorized Name/Title:

Les Wintermute, August 30, 2023

PRINCIPAL Signature/Date:

Subscribed and sworn to before me this 30th day of August, 2023.

Amanda R. Punsalan

NOTARY PUBLIC Name:

Amanda R. Punsalan, August 30, 2023

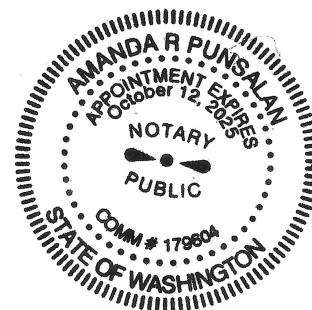
NOTARY Signature/Date:

NOTARY PUBLIC in the State of Washington

October 12, 2025

NOTARY PUBLIC Commission Expires:

NOTARY PUBLIC STAMP HERE





REQUIRED ATTACHMENT E: CONTRACTOR CERTIFICATION OF WAGE LAW COMPLIANCE

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Olson Brothers Pro-Vac, LLC

CONTRACTOR/BIDDER PRINCIPAL:

Les Wintermute, Sales Manager

CONTRACTOR/BIDDER PRINCIPAL Authorized Name/Title:

Les Wintermute

, August 30, 2023

CONTRACTOR/BIDDER PRINCIPAL Signature/Date:



REQUIRED ATTACHMENT F: SUBCONTRACTOR LIST

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW, or identify the bidder for the work will result in your bid being non-responsive and therefore void.

Subcontractors that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be named below, or name the bidder for the work.

The bidder verifies that each first tier subcontractor, and every subcontractor of any tier that hires other subcontractors, has a current certificate of registration in compliance with chapter 18.27 RCW; a current Washington Unified Business Identifier (UBI) number; has Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; has a Washington Employment Security Department number, as required in Title 50 RCW, if applicable; has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; has an electrical contractor license, if required by Chapter 19.28 RCW, if applicable; has an elevator contractor license, if required by Chapter 70.87 RCW.

The following listed bid items (listed in numerical sequence) for this project have been proposed for subcontracting to subcontractors as indicated.

SUBCONTRACTOR NAME:	BID SCOPE ITEMS:	ESTIMATED AMOUNT:	WMBE STATUS: (y/n)
N/A	Heating	N/A	
N/A	Electrical	N/A	
N/A	Plumbing	N/A	

even if prime contractor is self-performing the scope please indicate bid scope items

<u>Project Costs Estimator</u>		
Description:		Budget Impact:
Prime Contractor - Base Scope		\$ 52,739.00
A/E Consultant Fees		\$ -
City/County (Permits & Fees)		\$ -
DOH Fees		\$ -
PW Contractor Support		\$ -
Sub-Total		\$ 52,739.00
WSST @ 10.2%	10.20%	\$ 5,379.38
The Prime Contractor will receive a base contract for:		\$ 58,118.38
Contingency Position	15%	\$ 8,717.76
Management Reserve Position	2%	\$ 1,162.37
Prime Contractor - Alternate Scope		\$ 3,852.50
Base Bid Item#6 Likely additional unit price per ton disposal costs (\$250 x 118 tons) assumed <i>tonnage not known until addendum 2</i>	\$ 250.00	\$ 29,500.00
Sub-Total		\$ 43,232.62
WSST @ 10.2%	10.20%	\$ 4,409.73
Unit Price Extended + Contingency + WSST		\$ 67,998.50
Total MACC Project Costs, NTE City Council Approval		\$ 126,116.88

* Assumed Costs only



AGENDA BILL NO. 23-512

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: September 05, 2023
SUBJECT: PW Shop & Wellfield Fencing PH 2

ATTACHMENTS: Resolution 2023-902
Draft Contract
Project cost estimator

PREVIOUS COUNCIL REVIEW DATES:

BACKGROUND: Pursuant to the Dept of Health requirements, the City is obligated to maintain a secure drinking water facility. And with the current fencing and operational gate set-up it is nearly impossible to fully keep facilities locked down continuously. In multiple instances City staff has found un-authorized access into both the Well Field and Reservoir area. This poses a safety issue with our water utility system that >7000 people rely on daily.

SUMMARY: The overall project would significantly help secure both the Well Field and Reservoir/PW Shop area by adding missing fence, repairing &/or replacing multiple miscellaneous fencing areas, and add (2) new automated sliding gates at both locations.

Throughout the day PW operational staff are busy coming and going to either facility and the gate is often left unattended for periods of time that allow un-authorized access into both the Well Field and Reservoir areas. Often situations occur where it is not always practical to physically open/close the manual gates as the 2 locations are periodically heavily used with crews jointly working together with tight time schedules on projects. Now, if the locations weren't so heavily used, I wouldn't recommend this; but because the locations are used the way they are, it makes good sense to keep everything protected 24/7.

City staff has direct advertised this project "PW-23-015 PW Shop & Wellfield Fencing PH 2" as a "Design-Bid-Build/Low-Bid Proposal" to a select few contractors on the MRSC Small Works Roster contracting community [4 contractors] by direct solicitation. A pre-bid conference was held to go over the project in more detail with individual firms. The City received (4) bids for this project and the two lowest responsive contractors only wanted to perform work within their typical scope and purview. Both firms were vetted and are ready able and willing to perform the work.

City staff would like to streamline the process of contracting thru this resolution by issuing a Not To Exceed (NTE) amount for \$56,668.97 consisting of Base bid + WSST + Contingency positions for (2) different work packages. However, staff intends to only execute a contract amount of \$14,849.45 for Fence Specialists and \$30,485.73 for Automated Gate Company. Their bids consist of a Base bid + WSST; thereby leaving Contingency for the unexpected/unknowns. Staff can then mitigate as needed to the full NTE amount as required.

City staff has not considered the option of self-performing this project due to the unique technical challenges that this presents.

RECOMMENDATION/ACTION: City staff recommends Council to approve Resolution 2023-902, and Resolution 2023-902, as stated.

FOR CONSIDERATION: MOVE TO APPROVE RESOLUTION NO. 2023-902 RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH “FENCE SPECIALISTS” FOR FENCE REPAIRS, IN THE BID AMOUNT OF \$14,849.45.

BUDGET IMPACT: The project MACC to complete the construction is Not to Exceed (NTE) \$56,668.97 this includes (2) Base Bid Work Packages + WSST + Contingency.

ALTERNATIVES:

- 1 Do nothing, not recommended.
- 2 Deny this construction contract and re-bid the project, not recommended.
- 3 Deny this construction contract and self-perform the project, not recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2023-902

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE A CONTRACT WITH FENCE SPECIALIST FOR
THE CITY UTILITY FACILITIES SECURITY FENCING PROJECT PH 2 IN
THE AMOUNT OF \$14,849.45**

WHEREAS, the City of Pacific directly solicited responses from four firms through the MRSC; and

WHEREAS, the City received four proposals dated July 13, 2023, to provide and construct the City of Pacific Utility Facilities Security Fencing PH2 at multiple locations in the City; and

WHEREAS, Fence Specialist Company is the lowest responsive bidder for the fencing work package; and

WHEREAS, the City has reviewed the submitted proposals and has determined that it is in the best interest to enter into an agreement with Fence Specialist Company in an amount not to exceed \$14,849.45

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Agreement with Fence Specialist Company in the amount of \$14,849.45 attached as Exhibit A.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
11th DAY OF SEPTEMBER, 2023.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

LAURIE CASSELL, MMC
CITY CLERK

APPROVED AS TO FORM:

CHARLOTTE ARCHER, CITY ATTORNEY

**CITY OF PACIFIC
CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is entered into by and between the City of Pacific, Washington, a municipal corporation ("City"), and **FENCE SPECIALISTS**, ("Contractor/Consultant/Consultant") whose principal office is located at **10708 Golden Given Rd East, Tacoma, WA 98445**.

WHEREAS, the City has determined the need to have certain services performed for its citizens requiring specific expertise, and

WHEREAS, the City desires to have the Contractor/Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor/Consultant. The Contractor/Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Contractor/Consultant/Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Contractor/Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor/Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Contractor/Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Contractor/Consultant [Check applicable method of payment]:

___ According to the unit price rates set forth in **Exhibit "A."**

___ **X** A base bid contract shall initially be awarded for: **\$14,849.45**
(\$13,475.00 + WSST @ \$1,374.45), see also **Exhibit "A."**

___ Other (describe): _____

The Contractor/Consultant shall complete and return to the City Exhibit "A," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Contractor/Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and having Substantial Completion 41 calendar days after NTP, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required. Assumed NTP Date: 9/12/2023 and assumed Substantial Completion Date: 11/30/2023.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor/Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

5. Independent Contractor/Consultant. The Contractor/Consultant and the City agree that the Contractor/Consultant is an independent Contractor/Consultant with respect to the services provided pursuant to this Agreement. The Contractor/Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub Contractor/Consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor/Consultant nor any employee of Contractor/Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor/Consultant, or any employee of the Contractor/Consultant.

6. Indemnification.

A. Contractor/Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Contractor/Consultant, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor/Consultant and the City, its officers, officials, employees, and volunteers, the Contractor/Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor/Consultant's negligence.

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

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

7. Insurance. The Contractor/Consultant shall procure and maintain for the duration of this Agreement, 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/Consultant, its agents, representatives, or employees.

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

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractor/Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor/Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor/Consultant's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

2. The Contractor/Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by mail has been given to the City.

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

8. Record Keeping and Reporting.

A. The Contractor/Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Contractor/Consultant shall

also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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C. This Agreement may be canceled immediately if the Contractor/Consultant's insurance coverage is canceled for any reason, or if the Contractor/Consultant is unable to perform the services called for by this Agreement.

D. The Contractor/Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Contractor/Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor/Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Contractor/Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Conflict of Interest. The Contractor/Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor/Consultant is asked to perform services for a project with which it may have a conflict, Contractor/Consultant will immediately disclose such conflict to the City.

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16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices.

Notices to the City of Pacific shall be sent to the following address:

City of Pacific	Cell: 253-508-4731
Rick Gehrke	Email: rgehrke@ci.pacific.wa.us
Public Works Director	Invoicing: PWInvoices@ci.pacific.wa.us
100 3 rd Avenue SE	
Pacific, Washington 98047	

Notices to the Contractor/Consultant shall be sent to the following address:

FENCE SPECIALISTS	Phone: 253-531-5452
Stephenie Burkhart	Email: Stephenie Burkhart < stephenieb@fencespecialists.com >
Project Manager	
10708 Golden Given Rd East,	
Tacoma, WA 98445	

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor/Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONTRACTOR/CONSULTANT: FENCE SPECIALISTS	CITY OF PACIFIC
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

EXHIBIT A

Fence Specialists

10708 Golden Given Rd East

Tacoma, WA 98445

p: 253-531-5452

city of pacific

6-7-23

Loc 1 well field fence \$5375.00

- Finish installing 13ft of razor wire (city to provide razor wire)
- Provide and install dual swing gate on existing posts approx. 14ft x 6ft + barb & razor.
All black pf40 pipe and fabric, with bfc & rod. New hinges included.
- Provide and install new fence from existing corner post to existing gate post on the front.
Left side of gate, remove galv fence. 6ft black with barb & razor

Loc 2 public works yard fence \$8100.00

- Provide and install 100lf of 6ft green fabric on existing galv framework.
- Install 137lf of razor wire (city to provide razor wire)
- Provide and install fill panel from end of fence to building to fill gap galv with green fabric to match existing fence with barbwire.
- Provide and install dual swing gate on existing posts approx. 20lf x6+barb & razor.
Green fabric to match fence.

Prevailing wages included in all work.

Exclusions:

EXCAVATING, Concrete work/ mow strip (concrete for posts is included), Demolition, Grubbing, Clearing, Permits, Electrical, Grounding, Painting, Survey, core drilling, traffic control, traffic protection, Imbeds, structural concrete, concrete finishing

This proposal is good for 30days

Sincerely,

approved

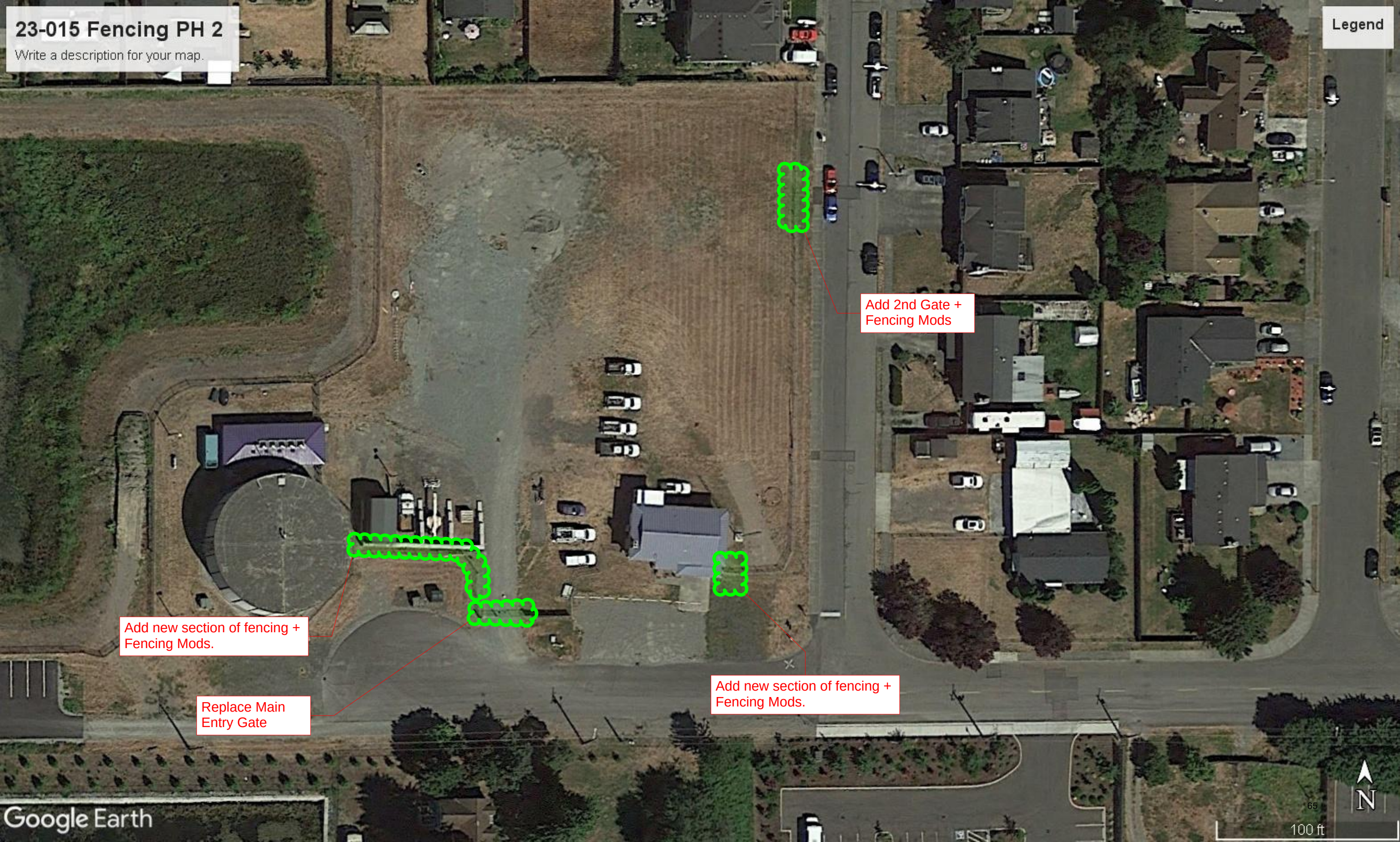
Stephenie Burkhart
Estimator and Project Manager
253-531-5452 office
253-973-6311 cell

by _____
title _____
contact # _____

23-015 Fencing PH 2

Write a description for your map.

Legend



Add new section of fencing +
Fencing Mods.

Replace Main
Entry Gate

Add 2nd Gate +
Fencing Mods

Add new section of fencing +
Fencing Mods.

PW-23-015 Fencing PH 2

Write a description for your map.

Legend

Add new section of fencing +
Fencing Mods.

Add new section of fencing +
Fencing Mods +
Replace Main Entry Gate

<u>Project Costs Estimator</u>				
Description:		Combined Budget Impact:	Individual Work Package Pricing	
Work Package: "Fence Specialist" - Base Scope location #1 (Well Field)		\$ 5,375.00	\$ 5,375.00	
Work Package: "Fence Specialist" - Base Scope location #2 (PW Reservoir)		\$ 8,100.00	\$ 8,100.00	
			WSST @ 10.2%	\$ 13,475.00
Work Package Fence Contractor will receive a base contract for:			\$ 14,849.45	\$ 1,374.45
Work Package: "Automated Gate Company" - Base Scope location #1 (Well Field)		\$ 13,832.00	\$ 13,832.00	
Work Package: "Automated Gate Company" - Base Scope location #2 (PW Reservoir)		\$ 13,832.00	\$ 13,832.00	\$ 27,664.00
			WSST @ 10.2%	\$2,822
Work Package Sliding Gate Contractor will receive a base contract for:			\$ 30,485.73	
Sub-Total		\$ 41,139.00		
WSST @ 10.2%	10.20%	\$ 4,196.18		
Combined Work Package amounts:		\$ 45,335.18		
Contingency Position	20%	\$ 9,067.04		
Management Reserve Position	5%	\$ 2,266.76		
Sub-Total		\$ 11,333.79		
WSST @ 10.2%	10.20%	\$ 1,156.05		
Contingency + WSST		\$ 11,333.79		
Total MACC Project Costs, NTE City Council Approval		\$ 56,668.97		

* Assumed Costs only

Shop and Well Field Fence Project Number# PW- 23-015

Fence Specialist	Estate Fence Co	Automated Equipment Company	Secoma Fence
10708 Golden Given Rd East	25406 176th Ave SE	10847 E. Marginal Way S.	8022 Portland Ave E
Tacoma, WA 98445	Covington, WA 98042	Seattle, WA 98168	Tacoma, WA 98405

Fence				
well field	\$ 5,375.00	\$ 6,050.00		\$ 11,668.40
public works yard	\$ 8,100.00	\$ 9,275.00		\$ 12,948.50
	\$ 13,475.00	\$ 15,325.00	\$ -	\$ 24,616.90

electric slide gate				
well field	\$ 30,725.00		\$ 13,832.00	
public works yard	\$ 30,375.00		\$ 13,832.00	
	\$ 61,100.00	\$ -	\$ 27,664.00	\$ -

Totals: \$ 74,575.00 \$ 15,325.00 \$ 27,664.00 \$ 24,616.90

Mix n' Match \$ 42,989.00



Agenda Bill No. 23-513

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: September 05, 2023
SUBJECT: PW Shop & Wellfield Fencing PH 2

ATTACHMENTS: Resolution 2023-903
Draft Contract
Bid Tabulation

PREVIOUS COUNCIL REVIEW DATES:

BACKGROUND: Pursuant to the Dept of Health requirements, the City is obligated to maintain a secure drinking water facility. And with the current fencing and operational gate set-up it is nearly impossible to fully keep facilities locked down continuously. In multiple instances City staff has found un-authorized access into both the Well Field and Reservoir area. This poses a safety issue with our water utility system that >7000 people rely on daily.

SUMMARY: The overall project would significantly help secure both the Well Field and Reservoir/PW Shop area by adding missing fence, repairing &/or replacing multiple miscellaneous fencing areas, and add (2) new automated sliding gates at both locations.

Throughout the day PW operational staff are busy coming and going to either facility and the gate is often left unattended for periods of time that allow un-authorized access into both the Well Field and Reservoir areas. Often situations occur where it is not always practical to physically open/close the manual gates as the 2 locations are periodically heavily used with crews jointly working together with tight time schedules on projects. Now, if the locations weren't so heavily used, I wouldn't recommend this; but because the locations are used the way they are, it makes good sense to keep everything protected 24/7.

City staff has direct advertised this project "PW-23-015 PW Shop & Wellfield Fencing PH 2" as a "Design-Bid-Build/Low-Bid Proposal" to a select few contractors on the MRSC Small Works Roster contracting community [4 contractors] by direct solicitation. A pre-bid conference was held to go over the project in more detail with individual firms. The City received (4) bids for this project and the two lowest responsive contractors only wanted to perform work within their typical scope and purview. Both firms were vetted and are ready able and willing to perform the work.

City staff would like to streamline the process of contracting thru this resolution by issuing a Not To Exceed (NTE) amount for \$56,668.97 consisting of Base bid + WSST + Contingency positions for (2) different work packages. However, staff intends to only execute a contract amount of \$14,849.45 for Fence Specialists and \$30,485.73 for Automated Gate Company. These bids consist of a Base bid + WSST; thereby leaving Contingency for the unexpected/unknowns. Staff can then mitigate as needed to the full NTE amount as required.

City staff has not considered the option of self-performing this project due to the unique technical challenges that this presents.

RECOMMENDATION/ACTION: City staff recommends Council to approve Resolution 2023-903, and Resolution 2023-903, as stated.

MOTION CONSIDERATION: MOVE TO APPROVE RESOLUTION NO. 2023-903.
RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH “AUTOMATED GATE COMPANY” FOR GATE AUTOMATION, IN THE BID AMOUNT OF \$30,485.73.

BUDGET IMPACT: The project MACC to complete the construction is Not to Exceed (NTE) \$56,668.97. This includes (2) Base Bid Work Packages + WSST + Contingency.

ALTERNATIVES:

- 1 Do nothing, not recommended.
- 2 Deny this construction contract and re-bid the project, not recommended.
- 3 Deny this construction contract and self-perform the project, not recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2023-903

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE A CONTRACT WITH AUTOMATED GATE FOR
THE CITY UTILITY FACILITIES SECURITY FENCING PROJECT PH 2 IN
THE AMOUNT OF \$30,485.73**

WHEREAS, the City of Pacific directly solicited responses from four firms through the MRSC; and

WHEREAS, the City received four proposals dated July 13, 2023, to provide and construct the City of Pacific Utility Facilities Security Fencing PH2 at multiple locations in the City; and

WHEREAS, AUTOMATED GATE Company is the lowest responsive bidder for the fencing work package; and

WHEREAS, the City has reviewed the submitted proposals and has determined that it is in the best interest to enter into an agreement with AUTOMATED GATE Company in an amount not to exceed \$30,485.73

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Agreement with AUTOMATED GATE Company in the amount of \$30,485.73, attached as Exhibit A.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
11th DAY OF SEPTEMBER, 2023.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

LAURIE CASSELL, MMC
CITY CLERK

APPROVED AS TO FORM:

CHARLOTTE ARCHER, CITY ATTORNEY

**CITY OF PACIFIC
CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is entered into by and between the City of Pacific, Washington, a municipal corporation ("City"), and **AUTOMATED GATES AND EQUIPMENT**, ("Contractor/Consultant") whose principal office is located at **10847 E. Marginal Way South, Seattle, WA 98168**

WHEREAS, the City has determined the need to have certain services performed for its citizens requiring specific expertise, and

WHEREAS, the City desires to have the Contractor/Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor/Consultant. The Contractor/Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Contractor/Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Contractor/Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor/Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Contractor/Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Contractor/Consultant [Check applicable method of payment]:

___ According to the unit price rates set forth in **Exhibit "A."**

___ **X** A base bid contract shall initially be awarded for: **\$30,485.73**
(\$27,664.00 + WSST @ \$2,821.73), see also **Exhibit "A."**

___ Other (describe): _____

The Contractor/Consultant shall complete and return to the City Exhibit "A," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Contractor/Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and having Substantial Completion 41 calendar days after NTP, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required. Assumed NTP Date: 9/12/2023 and assumed Substantial Completion Date: 11/30/2023.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor/Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

5. Independent Contractor/Consultant. The Contractor/Consultant and the City agree that the Contractor/Consultant is an independent Contractor/Consultant with respect to the services provided pursuant to this Agreement. The Contractor/Consultant will be solely responsible for its acts and for the acts of its agents, employees, sub Contractor/Consultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor/Consultant nor any employee of Contractor/Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor/Consultant, or any employee of the Contractor/Consultant.

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B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor/Consultant and the City, its officers, officials, employees, and volunteers, the Contractor/Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor/Consultant's negligence.

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

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Public Works Director	Invoicing: PWInvoices@ci.pacific.wa.us
100 3 rd Avenue SE	
Pacific, Washington 98047	

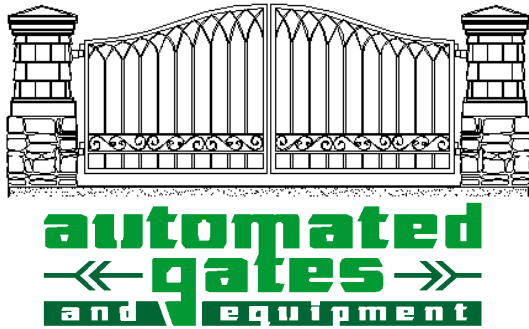
Notices to the Contractor/Consultant shall be sent to the following address:

AUTOMATED GATES AND EQUIPMENT	Phone: 206-767-9080 206-255-5668
Ken Rice	Email: Ken < Ken@aegates.com >
Project Manager	
10847 E. Marginal Way South,	
Seattle, WA 98168	

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor/Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONTRACTOR/CONSULTANT: AUTOMATED GATES AND EQUIPMENT	CITY OF PACIFIC
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:



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Since 1980

Automated Equipment Company
10847 E. Marginal Way S.
Seattle, WA 98168

(206) 767-9080

www.aegates.com

PROPOSAL

Prepared By:
Ken Rice

Proposal Date:
June 13, 2023

<u>CUSTOMER INFORMATION</u>	<u>JOB SITE INFORMATION</u>
Name: City Of Pacific Address: 103 3 rd Avenue SE Pacific, WA. 98047 Contact: Tom McCulley / Jim Schunke Phone: 253-737-6915 / 253261-5044 Email: tmcculley@ci.pacific.wa.us jschunke@ci.pacific.wa.us	Name: City Location #1 Location: Water Reservoir 224 County Line Rd SW, Pacific, WA 98047 Contact: Tom McCulley Phone: 253-737-6915 Email: tmcculley@ci.pacific.wa.us

FURNISH AND INSTALL:

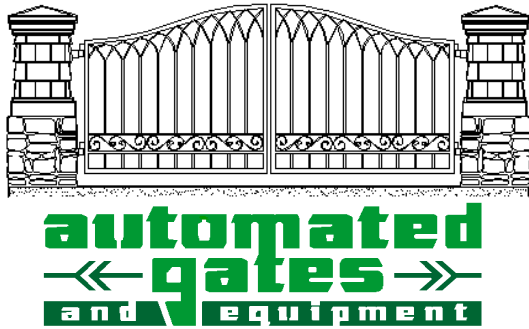
Quantity Description

- 1 - Liftmaster brand, model CSL24U, slide gate operator with built-in battery backup.
- 2 - Reversing loops with detector, to command gate to remain open if a vehicle is in its path.
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- 1 - Knox box switch to allow emergency vehicle access (cylinder to be keyed to local fire dept. key.) *This device must be approved by the local fire department, if another brand or style is required the price may need to be adjusted.*

Installation Includes:

- On site pre-construction meeting to coordinate project schedule and layout.
- Procuring of low voltage electrical permit and scheduling required inspections.
- Detailed shop drawings with critical measurements, including up to two revisions. *If additional design time is required it will be charged at our posted hourly rate.*
- Trenching as needed and installation of pre-built detector loops in roadway.
- Excavation as necessary, and earth forming and pouring of concrete footings for gate operator.





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Installation Includes – (continued from previous page):

- Mounting and wiring of gate operator, loop detectors, gate edge, photo eye and Knox switch.
- Testing of complete system and setting of final adjustments for smooth operation.
- Clean up, hauling and disposal of related debris.
- One-time training session of gate system operation.

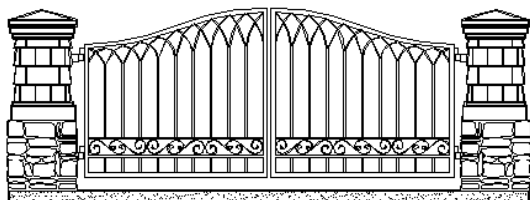
Items Provided by Others:

- Building permit as required by local jurisdiction. *If applicable*
- 120 VAC power on a dedicated 20 AMP circuit to gate operator pad location.
- Excavation as necessary, and earth forming and pouring of concrete footings for gate posts.
- Mounting of gate posts and gate assembly.
- Trenching as necessary and installation of conduit and wire from gate operator to card reader.
- Electrical conduit across road between gate posts for photo eye.
- Access control equipment and related conduit and conductors to gate operator(s). *Automated Equipment Co. to terminate control wiring in gate operator.*
- Programming and initializing of access control system.
- Data entry of access control system.
- Access to property for electrical inspectors with on-site contact during inspection.

Project Total \$ 13,832.00
Plus Washington State Sales Tax

ONE YEAR WARRANTY:

All equipment, parts, and labor carry a one-year warranty through Automated Equipment Co.



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gates
and equipment

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Prepared By:
Ken Rice

Proposal Date:
June 13, 2023

Price Contingency: The proposal price is contingent upon inspection of job site by Automated Equipment Co. and approval of conditions therein.

This proposal is good for 30 days from date written.

We propose hereby to furnish material and labor in accordance with attached specifications.

Contract Price \$

\$

Sales Tax \$

Total with Tax \$

Terms of Payment:

30% Down

Progressive billing

Balance Upon Substantial Completion

Credit card payments are accepted with a 3% service fee.

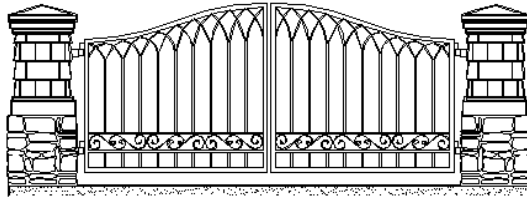
CUSTOMER ACCEPTANCE: The above prices, specifications, and conditions are satisfactory and are hereby accepted along with the terms and conditions listed on the last page of this proposal. You are authorized to do the work as specified. Payment will be made as outlined above.

Ken Rice ***6-13-2023***

Authorized Signature Date
Automated Equipment Co., Inc.

Customer Signature Date





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and equipment

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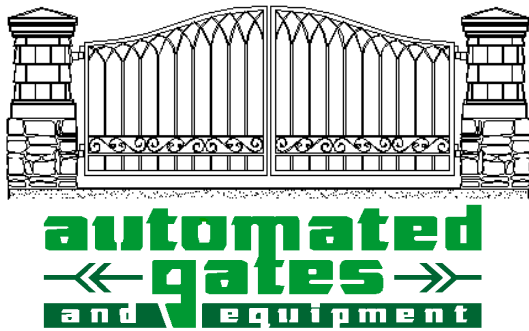
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Prepared By:
Ken Rice

Proposal Date:
June 13, 2023

TERMS AND CONDITIONS

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2. Automated Equipment Co. assumes no responsibility for, and does not warranty equipment, materials, or any products not provided and installed by Automated Equipment Co.
3. Manufacturer's warranties may differ from the guarantee offered by Automated Equipment Co. Replacement of parts or equipment covered by the manufacturer's warranty does not include labor outside the guarantee provided by Automated Equipment Co. Inc.
4. Any alterations or deviations from the above specifications involving extra costs will be executed only on written orders, and will become an extra charge over and above the estimate.
5. Automated Equipment Co. does not procure building permits, if required, unless otherwise specified. Procuring of building permits are the responsibility of the property owner or general contractor.
6. Property owner is responsible for locating property lines and ensuring equipment is installed on the owner's property with accordance to any setbacks and/or easements.
7. Although care will be exercised during equipment installation, Automated Equipment Co. does not assume any responsibility for damage to landscaping in or around the area where equipment or related material are to be installed. Any shrubbery or vegetation that may be damaged during installation should be removed prior to start of installation.
8. All agreements contingent upon strikes, accidents, or delays beyond our control.
9. Automated Equipment Co., Inc. reserves the right to removal of equipment and materials for nonpayment.
10. All warranty service to be performed during our normal business hours (Monday - Friday, 7:00 A.M. - 3:00 P.M.) The posted overtime charges will apply if warranty service is performed outside these hours, including travel to and from the site.
11. Contract amount subject to change if installation date exceeds 180 days from contract acceptance date.
12. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.
13. This contractor is registered with the state of Washington, registration number AUTOMEC033RD, as a general contractor and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond may not be sufficient to cover a claim which might arise from the work done under your contract.
14. If any supplier or materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.
15. Any system installed by Automated Equipment Company shall not be put into normal or regular operation until the final payment in full has been received by Automated Equipment Company.
16. We follow the NOMMA (National Ornamental and Miscellaneous Metals Association) guidelines for weld finishing. Our decorative gates will have weld finish #3 on interior corners and a weld finish #1 on outside corners and facing welds. To see examples of these finishes you can visit <http://seattlegates.com/gate-fence-resources/115451> or call our office to have a copy sent to you.



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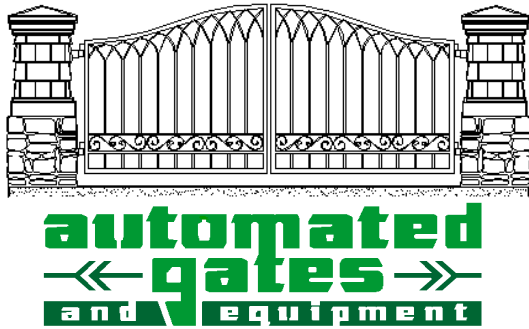
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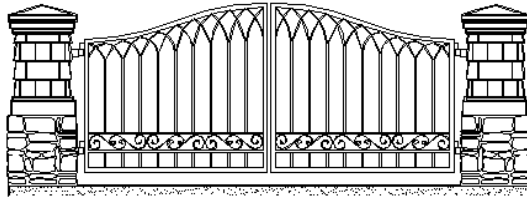
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Project Total \$ 13,832.00
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14. If any supplier or materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be lienied to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.
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PW-23-015 Fencing PH 2

Write a description for your map.

Legend

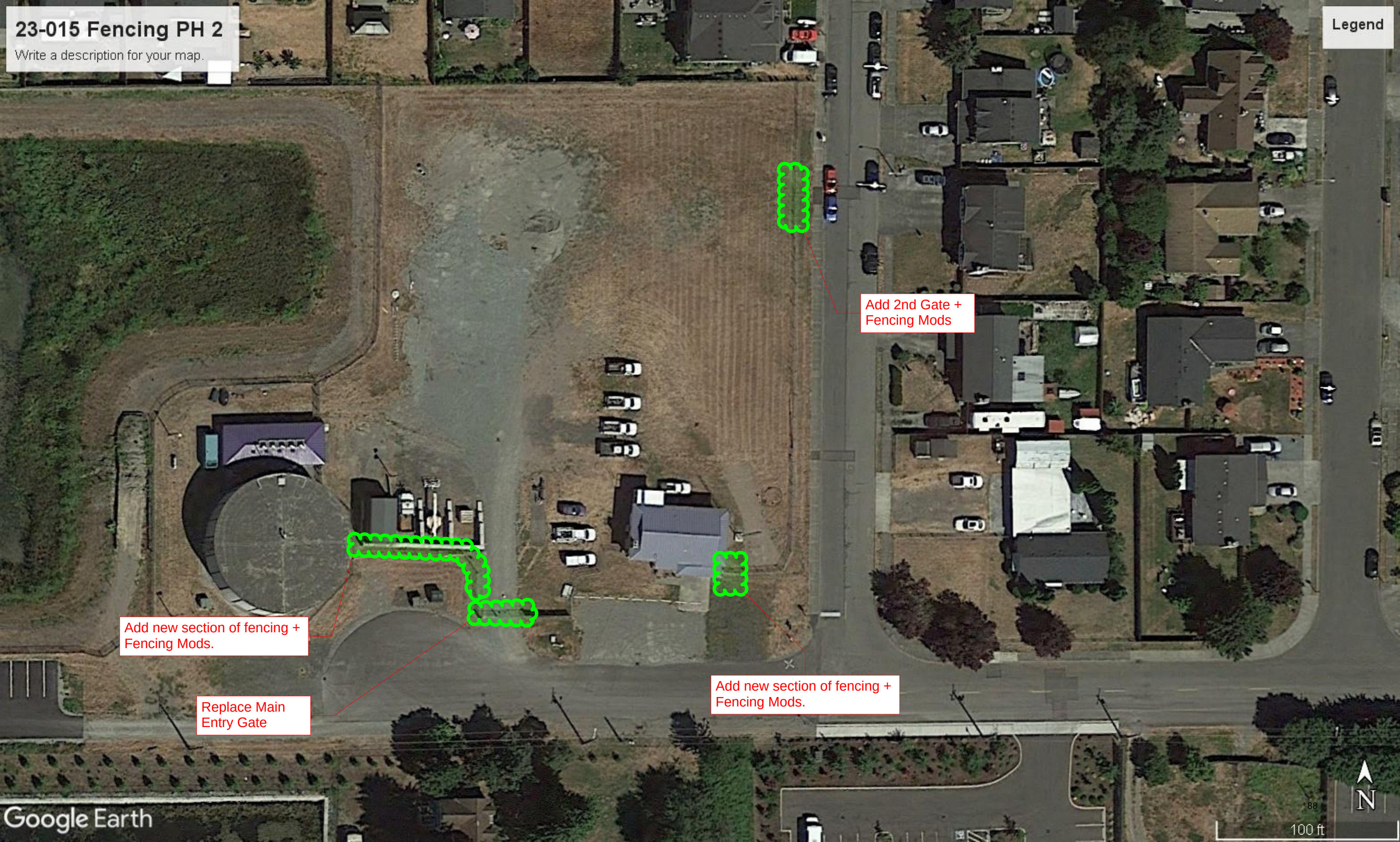
Add new section of fencing +
Fencing Mods.

Add new section of fencing +
Fencing Mods +
Replace Main Entry Gate

23-015 Fencing PH 2

Write a description for your map.

Legend



Add 2nd Gate +
Fencing Mods

Add new section of fencing +
Fencing Mods.

Replace Main
Entry Gate

Add new section of fencing +
Fencing Mods.

Shop and Well Field Fence Project Number# PW- 23-015

Fence Specialist	Estate Fence Co	Automated Equipment Company	Secoma Fence
10708 Golden Given Rd East	25406 176th Ave SE	10847 E. Marginal Way S.	8022 Portland Ave E
Tacoma, WA 98445	Covington, WA 98042	Seattle, WA 98168	Tacoma, WA 98405

Fence				
well field	\$ 5,375.00	\$ 6,050.00		\$ 11,668.40
public works yard	\$ 8,100.00	\$ 9,275.00		\$ 12,948.50
	\$ 13,475.00	\$ 15,325.00	\$ -	\$ 24,616.90

electric slide gate				
well field	\$ 30,725.00		\$ 13,832.00	
public works yard	\$ 30,375.00		\$ 13,832.00	
	\$ 61,100.00	\$ -	\$ 27,664.00	\$ -

Totals: \$ 74,575.00 \$ 15,325.00 \$ 27,664.00 \$ 24,616.90

Mix n' Match \$ 42,989.00

<u>Project Costs Estimator</u>				
Description:		Combined Budget Impact:	Individual Work Package Pricing	
Work Package: "Fence Specialist" - Base Scope location #1 (Well Field)		\$ 5,375.00	\$ 5,375.00	
Work Package: "Fence Specialist" - Base Scope location #2 (PW Reservoir)		\$ 8,100.00	\$ 8,100.00	
			WSST @ 10.2%	\$ 13,475.00
Work Package Fence Contractor will receive a base contract for:			\$ 14,849.45	\$ 1,374.45
Work Package: "Automated Gate Company" - Base Scope location #1 (Well Field)		\$ 13,832.00	\$ 13,832.00	
Work Package: "Automated Gate Company" - Base Scope location #2 (PW Reservoir)		\$ 13,832.00	\$ 13,832.00	\$ 27,664.00
			WSST @ 10.2%	\$2,822
Work Package Sliding Gate Contractor will receive a base contract for:			\$ 30,485.73	
Sub-Total		\$ 41,139.00		
WSST @ 10.2%	10.20%	\$ 4,196.18		
Combined Work Package amounts:		\$ 45,335.18		
Contingency Position	20%	\$ 9,067.04		
Management Reserve Position	5%	\$ 2,266.76		
Sub-Total		\$ 11,333.79		
WSST @ 10.2%	10.20%	\$ 1,156.05		
Contingency + WSST		\$ 11,333.79		
Total MACC Project Costs, NTE City Council Approval		\$ 56,668.97		

* Assumed Costs only



AGENDA BILL NO. 23-514

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: September 05, 2023

SUBJECT: Stewart Road Improvements Project Change Order 4

ATTACHMENTS: Resolution No. 2023-904
Change Order Backup Documentation

Previous Council Review Date: N/A

Summary: The City of Pacific Council previously authorized expenditures with Pivetta Brothers Construction, Inc. for the construction of the Stewart Road Improvement Project. During the course of a construction progress meeting it was brought to the attention of the project team that what was originally proposed as a suitable Traffic Signal Controller 12 conductor, will not be adequate for the Rail Road according to RailPros. The change is a newer 14 conductor Traffic Signal Controller. This was issue was brought to the attention of the team on 12/01/2022.

As we approach the mid-point of the project the contractor has requested that we create a change order to replenish all of the funds used for the sewer line change to assure that there will be adequate funds for other anticipated changes as the project advance toward completion of the project.

On 8/31/2023, the new Traffic Signal Controller went live and is now functioning as it should.

Recommended Action: Staff recommends Council approve Resolution No. 2023-904

Motion for Consideration: "I move to approve Resolution No. 2023-904 **AUTHORIZING CHANGE ORDER NO. 4 TO THE STEWART ROAD IMPROVEMENTS PROJECT.**"

Budget Impact: The project estimated total cost will increase \$54,076.16 for a total of \$3,949,177.48. The added costs will be paid for from the sewer utility capital fund.

Alternatives: None.

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2023 -904**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
CHANGE ORDER NO. 4 TO THE STEWART ROAD IMPROVEMENTS
PROJECT.**

WHEREAS, the City of Pacific Council previously authorized expenditures in the amount of \$3,758,391.21 with Pivetta Brothers Construction, Inc. for the construction of the Stewart Road Improvement Project; and

WHEREAS, during a construction project meeting discussing the rail road signal cabinet, the team was informed of a necessary change on the drawings by RailPros; and

WHEREAS, The plans called out for a Traffic Signal Controller utilizing a 12 conductor, however the Rail Road is now requiring a 14 conductor; and

WHEREAS, Pivetta has requested that we create a change order to replenish all of the funds used for the Traffic Signal Controller change to assure that there will be adequate funds for other anticipated changes as the project advance toward completion of the project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes Change Order No. 4 to the Stewart Road Improvements Project, which will increase the contract \$54,076.16 to total of \$3,949,177.48

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
11th DAY OF SEPTEMBER, 2023.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

LAURIE CASSELL, MMC
CITY CLERK

APPROVED AS TO FORM:

CHARLOTTE ARCHER, CITY ATTORNEY

Change Order 04

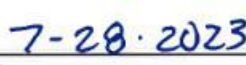
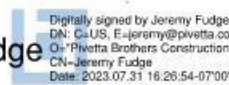
Page 1 of 2

Project Number:	TR1502, TIB NO. 8-1-117(007)-1	KPG Project Number:	21007
Project Name:	Stewart Rd Improvements (Valentine Ave SE to Butte Ave E)		
Change Order Number:	CO-04 Signal Cabinet Panel		
Prime Contractor:	Pivetta Brothers Construction Inc		

- ☒ Ordered by the Engineer under the terms of Section 1-04.4 of the Standard Specification
- ☐ Change proposed by Contractor

Endorsed by	Surety Consent (if required)
_____ Contractor	_____ Attorney on Fact
_____ Date	_____ Date

Original Contract Amount \$3,758,176.81
Current Contract Amount \$3,895,101.32
Estimated Net Change This Order \$54,076.16
Estimated Contract Total After Change \$ 3,949,177.48
Original Contract Duration 240 working days
Current Contract Duration 258 working days
Additional Contract Days This Order 0 working day
Proposed Contract Duration 258 working days

☒ Approval Recommended ☐ Approved  Construction Manager – Melvin Carden  Date ☐ Approval Recommended ☐ Approved Project Owner – Rick Gehrke – Public Works Dir (City of Pacific) Date	☒ Approval Recommended ☐ Approved  Contractor – Pivetta Brothers Construction Inc. Date ☐ Approval Recommended ☐ Approved Project Owner Date
---	--

A. Background:

Per a project meeting held on 12/01/2022 to discuss the signal cabinet, RailPros informed the team that they require a signal control panel that is different from the one shown on the plans. This required a change that not only affected the wiring but the panel as well, therefore; a new signal control panel had to be designed and manufactured.

Description of Change:

The Traffic Signal Controller cabinet as called out in the plans is showing a Railroad Interface Panel and wiring that was coordinated with the Railroad during design to be of a certain type and configuration. During construction the railroad requested a New Railroad Interface panel that is different than that shown on the Plans. This New Railroad Interface panel is not an off the shelf item like the original panel, requiring it to be designed and built from scratch and then tested multiple times before installation into the Traffic Signal Controller Cabinet.

New Bid Item CO4.01 "Signal Cabinet Panel.

Payment for new bid item CO04.01 will be Lump Sum.

Working Days:

No additional working days are being added to the contract time.

Measurement

Measurement for items relating to this change are indicated on the chart below (See summary of Quantities).

Payment

Payment for items relating to this change are indicated on the chart below (See summary of Quantities).

SUMMARY OF QUANTITIES

Item No.	Description	Unit Price	Unit Measure	Quantity	Change Amount
Addition					
CO4.01	Signal Cabinet Panel	\$54,076.16	LS	1	\$54,076.16
Sub Total =					\$54,076.16
Net Increase to the Contract =					\$54,076.16

REQUEST FOR PROPOSAL #006

DATE:	12/7/2022		
PROJECT NO.:	TIB #8-1-117(007)	CONTRACT NO.:	- TR1502
PROJECT NAME:	Stewart Road Improvements (Valentine to Butte)		
SUBJECT:	RR Signal Panel		
SPECIFICATION REF:	8-20	PLAN REF:	
ATTACHMENTS:			

TO: PRIME CONTRACTOR

Provide proposal and time impact analysis, within fifteen (15) days or as stated above for the scope of work described:

NOTE: This is NOT a change order and does NOT constitute approval or notice to proceed on the issue.

SCOPE:

Per the project meeting held on 12/01/2022 to discuss the signal cabinet, RailPros informed the team that they require a new panel that is different from the one shown on the plans that was originally requested by RailPros. This required a change that not only affected the wiring but the panel as well. The system now needs to show a new panel that requires a 12 conductor wire rather than the 14 conductor wire and panel system that is shown on the plans.

Please provide an itemized cost estimate for the additional work to accommodate this change. The unit of measurement for the bid item is Lump Sum so the cost estimate shall also include the deductions (credit) thus providing a cost estimate that is the delta between items covered in the original bid item and the change of the new request from RailPros.

MATERIAL:

Materials shall be submitted and approved for use by the engineer.

MEASUREMENT AND PAYMENT:

Measurement and Payment will be by a lump sum price to include all labor, equipment and materials as described above to complete the work.

By: Melvin Carden, KPG

Date: December 7, 2022

CC: Jim Morgan, City of Pacific

Stewart Road Improvements Changes in Railroad Interface

TSI Bid (Original Bid, with Addendum #2)

Contact UPRR manager of public projects prior to any work within the UPRR right-of-way

2C - #12 (Railroad PE) Wire Run 6, 15, 16

12 SMFO Cable to pre-term patch cable to Valentine to Butte (No Rugged Comm devices specified)

Original Railroad panel was 2 wire contact closure, typical installation

FWD #01 (5/19/21)

UPRR requested to revise the size of wiring that connects the UPRR signal shack to RR interface panel

Changed 2C to 14C – No wire information on the 14C

Removed Run 16

Changed the RR Interface Panel – Not enough information provided to build the Railroad panel

Railroad is asking to be installed

Railroad panel terminal strip (12) – Where does this land in the cabinet?

Fiber Ethernet Connection

Rugged Comm Devices – 1 at Butte and 1 at Valentine

Logic panel board by Econolite

Wired into signal cable by Econolite

Signal Cabinet is by Western Systems – New cabinet drawings to be made once all steps are done by Econolite and Western Systems

Railroad to provide information on logic board to engineer on record to forward to Econolite engineer

Pier to pier communication for the two traffic signals

Rick Gehrke

From: Melvin Carden <Melvin.Carden@psomas.com>
Sent: Tuesday, August 1, 2023 9:09 AM
To: Rick Gehrke
Cc: David Yaghoobi; Darla Wright
Subject: Stewart Rd - Change Order 04 Signal Cabinet Panel
Attachments: CO-04 Signal Cabinet Panel.pdf

Rick,

Attached is CO-04 for your review and signature.

This is the change order that we discussed a couple of weeks ago concerning the change of the signal control panel that was in the works. Please let me know if you have any questions.

Thanks,

Melvin Carden, P.E.

Construction Services

o: 253 627 0720 // c: 206 604 2950



Rick Gehrke

From: Melvin Carden <Melvin.Carden@psomas.com>
Sent: Thursday, August 3, 2023 9:52 AM
To: Rick Gehrke
Cc: David Yaghoobi; Darla Wright
Subject: Stewart Rd - Change Order 04 Signal Cabinet Panel
Attachments: RFP-006 RR Signal Panel.pdf; Stewart Road Improvements Changes in Railroad Interface.docx

Rick,

A background on this CO.

A meeting was held on 12/01/2022 to discuss coordination for getting the railroad (RR) signals and city signals ready for turn on. Mark Esposito (Railpros) informed the team that the RR will require a different panel for the signal control cabinet (different from the one that was spec'd in the plans). This panel (railroad interface) is what allows the signals on the project to communicate with the RR signal.

An RFP (RFP-06) was written to have the electrical sub-contractor design this new requested panel. This new panel would require a redesign of the panel as this was not something readily available off the shelf. There was associated cost for the additional work to accommodate this change, coordination between all the manufacturers, material, etc). This Change Order is for compensation to coordinate and design a new panel that would be acceptable for the railroad. I've attached the RFP and a rough breakdown of what the sub-contractor interpreted as the changes requested by the RR. Let me know if you have any questions.

Thanks,

Melvin Carden, P.E.

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