



Invitation to Bid

2010 Storm Sewer Cleaning Project Specifications

November 9, 2009

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

INFORMATION FOR BIDDERS

Bid Proposals must be submitted by **5:00 PM** on **Friday, November 20, 2009** only on the Bid Proposal form provided with this Project Specifications packet. Incomplete bids and bids received after the time noted above will not be considered.

Bid Proposals shall be submitted by email or fax to Glenn Akramoff, Public Works Director:

Email: gakramoff@ci.covington.wa.us
Fax: 253-638-1122

Questions may be directed to Dan Wesley, Maintenance Supervisor:
Phone: 253-638-1431

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

All bidding shall be based upon compliance with the Project Specifications.

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

The bid proposals will be considered by the City Council on December 8, 2009. Official notification of the selected contractor will occur on December 9, 2009.

SPECIFICATIONS

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

SITE REVIEW

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

QUALIFICATIONS OF BIDDERS

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

QUALIFIED BUSINESSES:

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

- How the work will be accomplished without damaging existing landscapes,
- The number of employees that will be assigned to the project,
- The equipment that will be utilized for the project,
- *A Traffic Control Plan* wherein all work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3:00 PM on streets that require lane closure. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9:00 AM and 3:00 PM. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Covington Maintenance Supervisor at 253-638-1431, and Metro/King County Bus operations, of each day's lane closures and approximate times.

GENERAL AND SPECIAL CONDITIONS

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

All work shall be in strict accordance with the 2008 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, including cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings.

Permits and Licenses

Street use permits will be obtained from the City. It is the responsibility of the Contractor to submit 2 copies of a typical traffic control plan for this project.

Project Safety

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

Hazardous Chemical Inventory

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

Traffic Control Plan

All neighborhood zone work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 PM to 4:00 AM on SR 516, Wax Road (south between SR 516 and Covington Way) and Covington Way. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9:00 AM to 3:00 PM. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Covington Maintenance Supervisor at 253-638-1431, and Metro/King County Bus operations, of each day's lane closures and approximate times.

City of Covington SCOPE OF SERVICES

The Contractor agrees to provide storm sewer cleaning services during this contract as follows.

- **2010** All Catch Basins . Type I and II (approximately 500) and all Retention Facilities . Type II (approximately 50) in **Maintenance Zone 1** will be vactored and operational. All storm filter vaults (approximately 6) will be cleaned and filters replaced (see item 8 below).
- **2011** All Catch Basins . Type I and II (approximately 500) and all Retention Facilities . Type II (approximately 50) in **Maintenance Zone 2 and Maintenance Zone 3** will be vactored and operational.
- **2012** All Catch Basins . Type I and II (approximately 500) and all Retention Facilities . Type II (approximately 50) in **Maintenance Zone 4** will be vactored and operational.

NOTE: There are approximately a total of 1,500 Type I and Type II catch basins in the identified Maintenance Zones of the City to be cleaned. The actual number of catch basins will vary, but is not expected to exceed 2,000 and not expected to exceed 700 per Maintenance Zone.

Contractor will perform the following:

1. Contractor will provide all necessary labor, material, and equipment to perform the work described herein.
2. Contractor will follow a systematic route cleaning all Type I and Type II Catch Basins within the identified area, including Retention Facilities and Storm Filter Vaults.
3. Contractor will log, on a road map approved by the City of Covington Maintenance Supervisor, the location of Type I and Type II Catch Basins that have been cleaned and indicate the direction of storm water flow from catch basin to catch basin. Contractor will prepare a map in electronic format identifying the location of each catch basin.
4. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the City of Covington Maintenance Supervisor.
5. Before leaving each catch basin location, contractor will clean all catch basin grates and/or lids with high-pressure water.
6. Contractor will transfer decant to a Department of Ecology approved decant station only. No decant will be pumped or drained back into the catch basin or storm system.

7. Contractor will provide monthly verification of proper disposal of spoils.
8. Filter Maintenance: Storm vaults containing filters will be cleaned as requested by the City. Filters will be replaced during this process using proprietary filters provided by the City.
9. Contractor will provide emergency response 24 hours a day upon request of the City.
10. Contractor will notify the City of Covington Maintenance Supervisor in advance of work schedules.
11. Contractor will provide a weekly log to the City of Covington Maintenance Supervisor via email or fax indicating completed work.
12. The City of Covington shall be invoiced within 30 days of completion of work.

**City of Covington
2010 Storm Sewer Cleaning**

BID PROPOSAL

After carefully examining the Project Specifications titled, 2010 Storm Sewer Cleaning, as well as the various locations of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendents, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the Agreement for Services documents and the implied intent thereof, for the following schedule of unit prices:

Item No.	ITEMS OF WORK	Bid Quantity	Units	Unit Prices	Total Amount
1	Catch Basins - Type I and II	500	Each		
2	Retention Facilities - Type II	50	Each		
3	Filter Vaults	6	Each		
4					
5					
	Grand Total				

Emergency Response Call outs Hourly Rate: _____

Note: The contractor is responsible to transfer decant to a Department of Ecology approved decant station only. No decant will be pumped or drained back into the catch basin or storm system.

Equipment Inventory: As part of the bid submittal, the contractor must provide an equipment list of all machinery and vehicles that will be used to execute the contracted services. The condition of equipment will be considered as part of the award process.

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

**City of Covington
2010 Storm Sewer Cleaning**

BID PROPOSAL

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

UBI Number: _____

Contact Name (Please Print): _____

Signature: _____ Date: _____

**CITY OF COVINGTON
AGREEMENT FOR SERVICES**

Between: City of Covington and _____
Project: Storm Sewer Cleaning
Commencing: January 1, 2010
Terminating: December 31, 2010
Amount: \$ _____

THIS AGREEMENT FOR SERVICES is entered into this ____ day of _____, 20__, by and between the City of Covington (~~%City+~~), a Washington municipal corporation, and _____ (~~%Contractor+~~), a _____ . [options: corporation, limited liability company, sole proprietor]

RECITALS:

- A. The City seeks the temporary services of a skilled independent contractor capable of working without direct supervision to perform _____ services on behalf of the citizens of Covington; and
- B. The Contractor has the requisite skill and experience necessary to provide said services; and
- C. The City has selected the Contractor to perform said services; and
- D. The purpose of this Agreement is to establish the terms and conditions under which the Contractor will perform said services.

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

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

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

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

3.1. This contract may be renewed each December for the succeeding two (2) years (2011 and 2012) upon performance audit and approval by the City. The unit price of the contract will be adjusted each year using the Seattle-Tacoma Consumer Price Index . Urban (CPI-W) rate starting with October of 2010 as the initial benchmark and the rate in October in subsequent years to be applied in January of the next year.

4. Compensation and Method of Payment.

4.1 Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor as follows [check applicable method of payment]:

4.1.1 ___ An amount not to exceed \$_____ calculated on the basis of the hourly rates set forth in Exhibit ~~B~~+attached and incorporated herein by this reference; OR

4.1.2 ___ An amount not to exceed \$_____; OR

4.1.3 ___ Other [describe]: _____

4.2. Method of Payment. Payment by the City for the Services will only be made after the Services have been satisfactorily performed, a voucher or invoice is submitted in a form acceptable to the City, and the same is approved by the appropriate City representative. Payment shall be made no later than ten days after City Council approval of the invoiced amount.

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

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

5. Warranty. The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Covington by obtaining a City of

Covington business license. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, reports and other services prepared or performed pursuant to this Agreement. The Contractor shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the services provided by the Contractor under this Agreement. The Contractor shall be responsible for the professional standards, performance and actions of all persons and firms performing work pursuant to this Agreement on behalf of Contractor. The City shall also have the right to deduct from payments to the Contractor any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Contractor's failure to comply with the requirements of the Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. Ownership and Use of Documents. Any and all original and copies of records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the Services shall be the property of the City whether the project for which they were created is executed or not. At the termination or cancellation of this Agreement, any and all such records or information remaining in the possession of the Contractor shall be delivered to the City. No confidential information obtained or created by Contractor shall be disclosed to any person or party other than the City without the City's prior written consent.

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

8. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and all of its officials, employees,

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

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

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

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

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

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

9.4 Professional liability insurance covering any negligent professional acts, errors or omissions for which the Contractor is legally responsible and with combined single limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit for damages sustained by reason of or in the course of operation under this Agreement.

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

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

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

11. Termination.

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

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

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

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

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

14. Conflict of Interest. The Contractor represents to the City that it has no conflict of interest in performing any of the services described herein. It is recognized that the Contractor may or will be performing services during the Term for other parties; provided, however that such performance of other services shall not conflict with or interfere with the Contractor's ability to perform the Services. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the City. The Contractor agrees to resolve any actual conflicts of interest in favor of the City.

15. Confidentiality. All information regarding the City obtained by the Contractor and designated by the City as confidential in the performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor shall be grounds for immediate termination of this Agreement.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Contractor and shall not be obligated to make payments for services or amounts incurred after the end of the City's current fiscal period. This Agreement shall terminate upon the completion of all remaining services for which funds are allocated.

No penalty or expense shall accrue to the City in the event that the terms of this provision are effectuated.

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

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

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

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

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

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

22.1 if to the Contractor, to:

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

22.2 if to the City, to:

City of Covington
16720 SE 271st Street, Suite100
Covington, WA 98042

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

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

23. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

24. Venue. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

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

26. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

CITY OF COVINGTON

By: Derek Matheson
Its: City Manager

Attest:

Approved as to form:

Sharon Scott, City Clerk

Sara Springer, City Attorney

CONTRACTOR

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to _____ be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this ____ day of _____, 20 ____.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

**City of Covington
SCOPE OF SERVICES**

The Contractor agrees to provide storm sewer cleaning services during this contract as follows.

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Contractor will perform the following:

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16. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the City of Covington Maintenance Supervisor.
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