
BID AND CONTRACT DOCUMENTS

FOR

**Surface Water Infrastructure Cleaning and
Vacuum/Jet Rodding Service**

*City of Lakewood
Public Works Department
6000 Main Street SW
Lakewood, WA 98499-5027*

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City of Lakewood
REQUEST FOR PROPOSALS

Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Service

SUBMITTAL OF SEALED BIDS:

Sealed proposals will be received by the City of Lakewood at the office of the City Clerk at 6000 Main Street SW, Lakewood, Washington 98499-5027, until 5:00 p.m. on Monday, September 11, 2006, and not later, and will then be opened and reviewed by Public Works staff.

GENERAL INFORMATION:

Scope and Intent

The City seeks the professional services of a skilled independent contractor capable of working without direct supervision to perform vacuum/jet rodding services on City storm drain systems as further described in the Agreement For Services, attached hereto as Attachment "D" and incorporated by this reference. Work will occur within the street right-of-way, City-owned property, or easements. Typical structures to be vacuum/jet rodded are catch basins (type I and type II), drywells, manholes, vaults, oil/water separators, drain pipes, and culverts. It will be necessary to enter confined spaces to clean certain structures.

The work shall be performed on an as needed basis by the City. Typical work hours are from 7:00am to 5:00pm, Monday-Friday. The City anticipates repetitive assignments for vacuum/jet rodding service throughout the year. The amount of work may vary from month to month.

Contractor shall perform services within 24-hours of receiving notification from the City to perform services. In an emergency, the City will require a 1-hour response time and priority over non-contract customers. The City will provide the contractor notification of work, and a map or listing of the areas to be cleaned. It will be the Contractor's responsibility to provide all required equipment and labor necessary to complete all required work and properly dispose of collected water and solids.

General Specifications/Minimum Performance Standards

NOTE: Detailed specifications and performance standards are listed in Attachment "D" of the Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Service Contract, which will be executed prior to "notice to proceed" being given.

Minimum Qualifications

The City requires that submitting companies meet the following minimum qualifications in order to be eligible to submit a Bid:

- a. Companies must have been a business at least three years with no interruption.
- b. Companies must have been provided equivalent services to at least two other public agencies within the past two years.
- c. Companies must be licensed to do business in Washington State.
- d. Companies must be able to provide all equipment, materials, and labor necessary to complete assigned tasks.
- e. Equipment must be five (5) years or newer.
- f. Vactor driver/operator must possess a valid CDL class "A" license.

Bids must be submitted on the Bid Form (Attachment "A") provided in this package.

All bid proposals shall be in accordance with the Instructions to Bidders. Complete bid documents, addenda, and bidders list for this project are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on: "Posted Projects"; "Public Works", "City of Lakewood, WA." Bidders are encouraged to "Register as a Bidder", in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". Contact Builders Exchange of Washington at (425) 258-1303 should you require further assistance. Informational copies of any available maps, documents, and specifications are on file for inspection in the office of the Lakewood Public Works Director (253) 983-7795.

The Contractor will be required to comply with all local, state, and federal laws and regulations pertaining to equal employment opportunities.

The City anticipates awarding this project to the successful responsible bidder and intends to give notice to proceed as soon as the Contract and all required associated documents are executed in full.

All unit prices and total bid amounts will be valid for sixty (60) days.

RESERVATION OF RIGHTS:

The City of Lakewood reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding thirty (30) days.

Alice M. Bush
City Clerk

Daily Journal of Commerce
Tacoma News Tribune

Publish: September 1, 2006; September 7, 2006
Publish: September 1, 2006; September 7, 2006

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be executed in full as required and submitted as part of the bid. Failure to comply shall result in rejection of any bid not so complying.

___ Bid Form (Attachment A)

The Bid Form shall be completed and fully executed, including filling in the total bid amount.

___ Bid Signature Page (Attachment B)

___ Combined Affidavit and Certification Form (Attachment C)

This form must be subscribed to and sworn before a Notary Public and notarized.

___ Equipment List

Include equipment make/model, age, (must be 5 years or newer). Form included in Attachment "A" under equipment inventory.

SUCCESSFUL BIDDER'S CHECKLIST

The following documents are to be executed and delivered to the City within ten (10) calendar days after the Bid is awarded.

___ Service Contract (Attachment D)

The successful bidder will remove, fully execute, and deliver two copies to the City the Agreement For Services from these Bid Documents.

___ Certificate of Insurance

The successful bidder will provide a Certificate of Insurance evidencing the insurance requirements set forth in the Contract.

___ Tax Identification Form (Exhibit A)

___ Contractor's Registration

The successful bidder will provide a copy of Contractor's current registration with the State of Washington.

___ City of Lakewood Business License

___ Labor and Industries Forms

SECTION 1: INSTRUCTIONS TO BIDDERS AND GENERAL CONDITION

1.1. Time and Place for Submission of Bids

Sealed bids must be submitted by 5:00 pm local time on September 11, 2006, to City of Lakewood, City Clerk's Office, located at 6000 Main Street SW, Lakewood, Washington 98499-5027, and will then be opened and reviewed by Public Works staff.

The sealed bid must be received by the City Clerk before the time and date specified in order to be considered. Email or facsimile bids will not be accepted. The bidder accepts all risks of late delivery of mailed bids or of undeliverable bids regardless of fault. Late bids will be returned unopened.

1.2. Bid Form

Bids shall be made on the Bid Form, Attachment "A", issued by the City as part of these contract documents, without reservation or amendment. Bids must be typewritten or printed in ink. Upon completion, the Bid Form and any requested information shall be placed in a sealed envelope. On the outside of the envelope, place the bid name and the time bids are due.

1.3. Bid Signatures

All bids shall give the total bid price and shall be signed on the Bid Form, in ink by the bidder or their authorized representative, with the address. If the bid is made by an individual, the name, signature, and address must be shown. If the bid is made by a firm or partnership, the name and address of the firm or partnership and the signatures of at least one of the general partners must be shown. If the bid is made by a corporation, the bid shall show the title of the person authorized to sign on behalf of the corporation, his or her title, and the address. The City reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.

1.4. Bid Withdrawal Due to Error

Bids may not be withdrawn due to a claim of error in a bid unless written notice of such claim and supporting evidence for such claim including cost breakdown sheets are delivered to the City within forty-eight (48) hours prior to the opening of bids.

1.5. Late Submittals and Modification of Bid

A modification of a bid already received will be considered only if the

notification is received prior to the time announced for bid opening. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Any modification of late submittal received after the time of opening will not be accepted.

1.6. Examination of Bid and Contract Documents

The submission of a bid shall constitute an acknowledgement upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and contract documents and has reviewed and inspected all applicable federal, State, and local statutes, regulations, ordinance, and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances, or resolutions. Bidders shall visit delivery and service location(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

1.7. Interpretation of Bid and Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the bid or contract documents and no oral communications will be binding upon the City. Requests for an interpretation shall be made by facsimile or by mail at least three (3) business days before the date announced for opening the bids. Any interpretation deemed necessary by the City will be in the form of an addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the bid.

1.8. Addenda

Receipt of addendums that have been issued by the City, are to be acknowledged on the Bid Form (Attachment "A"). Failure to acknowledge the addenda will allow the City to assume that the bid considers all documents including any addenda, at the sole discretion of the Public Works Director or his designated representative.

1.9. Bid Price

The bid price shall include everything necessary for the completion of the contract including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the contract documents. The offer shall remain in effect sixty (60) days after the bid

opening. In the event of a discrepancy between a unit price and an extended amount and/or the total price, the unit price will govern and the extended amount and/or total price will be corrected accordingly. However, downward correction of a bid, which would displace the apparent low bidder, will only be permitted if the error made and the intended bid price can be determined solely from the bid documents.

1.10. Pricing Changes

Note that the Contract severely restricts pricing changes during the course of the contract and extensions.

1.11. Postponement of Bid Opening

The City reserves the right to postpone the date and time for the opening of bids by announcing such postponement at any time prior to the date and time announced in these documents.

1.12. Rejection of Bids

The City reserves the right to reject any bid for any reason including, but not limited to, the following: any bid which is incomplete, obscure, irregular, or lacking necessary detail and specificity; any bid which omits a price on any one or more items on the Bid Form and Bid Schedule; any bid in which prices are unbalanced in the opinion of the City; any bid from bidders who (in the sole judgment of the City) lack the qualifications and/or responsibility necessary to perform the work after considering the elements in Section 1-20.B; any bid for which a bidder fails or neglects to complete and submit any qualifications information within the time specified by the City and as may be otherwise required herein; and, any bid submitted by a bidder who is not registered or licensed as may be required by the laws of the State of Washington.

1.13. Alterations to Documents Prohibited

Any addition, limitation or provision attached to the bid may render it informal or unresponsive and cause its rejection. Alteration by erasure or interlineations must be explained or noted in the bid form over the signature of the bidder. No oral, telegraphic or telephonic bids or modifications will be considered.

1.14. Disqualification of Bidder

If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered. All bidders are required to submit the Affidavit of Non-Collusion (Attachment C) with their bids.

1.15. Taxes

All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required under Washington State Department of Revenue Rule 171 and WAC 458-20-171, and its related rules. The Contractor shall make payment directly to the State for all applicable Washington State sales taxes and all other governmental taxes, assessments and charges.

1.16. Incurred Costs

Any bidder shall prepare and submit a bid at its sole risk. The City of Lakewood will not be liable in any way for any costs incurred by respondents.

1.17. Public Information

Bids are being considered public information once an award is made. Bidders should be aware that the City is required by law to make records available for public inspection, with certain exceptions (see RCW Chapter 42.17). The Bidder, by submission of materials, acknowledges and agrees that the City will have no obligation or any liability to the Bidder in the event that the City must disclose these materials. Bidders shall clearly mark any proprietary information with the words "Proprietary Information". Bid offer forms and any other Bid Forms cannot be declared proprietary. Marking all or nearly all of the entire Bid as proprietary may result in rejection of the Bid.

1.18. Negotiation

The City of Lakewood reserves the right to negotiate with the apparent successful Bidder, to ensure that the best possible consideration is afforded to the needs of the City. During review of the apparent successful Bid, the City may request, and the Bidder may accept, modifications to the Bid, as necessary to meet the best interest of the City.

1.19. Contract Term

The contract awarded to the successful bidder shall terminate one year from the date of Contract execution. One-year extensions may be sought by the City at the time for up to 5 additional years.

1.20. Evaluation of Bids

Bids will be evaluated by the City to determine which bid is the lowest responsive bid by a responsible bidder. An award will be based on criteria as outlined herein:

- A. Responsiveness—The City will consider all the material submitted by the bidder to determine whether the bid is in

compliance with the bid documents. Any bid that does not reasonably comply with the instructions may be rejected as incomplete, and may be declared unresponsive.

- B. Responsibility—The City will consider all the material submitted by the bidder, and other evidence it may obtain, to determine whether the bidder is capable of and has a history of successfully complying with contracts of this type.

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

- C. Lowest Bid—The lowest bid shall be determined as set forth on the Bid Form.

Only a Notice of Award will evidence the acceptance of a bid. No other act of the City shall constitute acceptance of a bid. Within ten (10) days after receipt of Notice of Award, the bidder whose bid is accepted, shall furnish the required certificate of insurance, execute the contract and perform all other acts required by the bid and contract documents as conditions precedent to formation of the contract.

1.21. Procedures When Only One Bid is Received

In the event only a single responsive bid is received, the City reserves the right to conduct a price and/or cost analysis of such bid. The sole bidder shall provide such information, data and other documentation as deemed necessary by the City for such analysis. The City reserves the right to reject such bid.

1.22. Bid Documents

Bidders are required to submit with the bid package the following:

- A. Attachment A—Bid Form
- B. Attachment B—Bid Signature Page
- C. Attachment C—Combined Affidavit and Certification Form
- D. Attachment D— Agreement For Services

1.23. Conflicts of Interest and Noncompetitive Practices

By submitting a bid, the Contractor agrees as follows:

- A. Conflict of Interest—The Contractor agrees that it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner of degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require.
- B. Contingent Fees and Gratuities
 - 1. The Contractor agrees that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 - 2. The Contractor agrees that no gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

1.24. Certificate as to Corporate Principal

The Bid Form must be signed by a company official who has the right to submit a bid on behalf of the company according to the authority of the governing body of the company, and that the bid is extended within the scope of the company powers.

1.25. Bid Dispute

- A. Any actual or prospective bidder, including sub-subcontractors and suppliers showing a substantial economic interest in this contract who is aggrieved in connection with the solicitation or award of this contract, may protest to the City in accordance with the procedures set forth herein. Protests based on the specifications or other terms in the contract documents, which are apparent prior to the date established for submittal of bids, shall be submitted not later than ten (10) calendar days prior to said date, or shall be deemed waived. All other protests shall be accepted only from actual bidders and shall be submitted within five (5) calendar days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all bids are rejected or after the award of this contract.
- B. In order to be considered, a protest shall be in writing and shall include: 1) the name and address of the aggrieved person; 2) the RFB number and contract title under which the protest is submitted; 3) a detailed description of the specific grounds for protest and any supporting documentation; and 4) the specific ruling or relief requested. The written protest shall be addressed to:

City of Lakewood
6000 Main Street SW
Lakewood, WA 98499-5027

Attention: Bid Protest—Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Service, RFP

- C. Upon receipt of a written protest, the City will promptly consider the protest. The City may give notice of the protest and its basis to other persons, including bidders involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the City, the City will promptly issue a decision in writing, stating the reasons for the action taken and informing the aggrieved person of his or her right

to appeal the decision to the City Manager or his or her designee. A copy of the decision shall be mailed (by certified mail, return receipt requested) or other promptly furnished to the aggrieved person and any other interested parties who requested a copy of the decision. The decision will be considered final and conclusive unless appealed within five (5) calendar days after receipt of the decision to the City Manager or his or her designee. If the decision is appealed, the subsequent determination of the City Manager or his or her designee shall issue within five (5) days of the City Manager's receipt of the appeal and shall be final and conclusive.

- D. Failure to comply with these protest procedures will render a protest untimely.

Attachment A

BID FORM

Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Service

Statement of Business

1. Name of Business: _____
2. Business Address: _____
3. Business Classification (check all that apply):
 Individual
 Partnership
 Corporation
4. Washington State Business Number: _____
5. Name of Owner: _____
6. Does the Contractor maintain insurance in amounts specified by the City contract:
Yes: No:
General Liability insurance of at least \$1,000,000 per occurrence;
\$2,000,000 aggregate, Combined Single Limit (CSL);
Automobile liability of at least \$1,000,000 per accident CSL
If no, describe differences: _____
7. Are there any current claims that are pending against this insurance policy?
Yes: No:
If yes, describe: _____
8. During the past five years, has the contractor been involved in any bond forfeiture, litigation or claims exceeding 10% of the project value? If yes, please attach an explanation.
Yes: No:
9. Has the contractor been in bankruptcy, reorganization or receivership in the last five years?
Yes: No:
10. Has the contractor been disqualified by any public agency from participation in public contracts?
Yes: No:
11. Can the contractor respond to a City request within 24-hours of being notified for work?
Yes: No:
12. Can the contractor respond to a City emergency request within 1 hour of being notified?
Yes: No:

BID FORM

MINIMUM QUALIFICATIONS: Respondents must have been in business at least three (3) years and successfully serviced at least two other public jurisdictions within the past two years. The company must be licensed to do business in Washington State.

1. Identify the year the business originated, and confirm that you have been in business a minimum of three years without interruption.

Year Originated: _____

Have you operated three years without interruption? Yes: ___ No: ___

2. Identify at least two other public agencies that the company has provided equivalent services to within the past two year period. Identify other work performed in the past three years to detail additional experience and qualifications.

1.) Customer Agency: _____

Dollar Value of work on an annualized basis: _____

Phone Number of the Public Agency: _____

Date of Work: _____

May we contact the named Customer? Yes: ___ No: ___

2.) Customer Agency: _____

Dollar Value of work on an annualized basis: _____

Phone Number of the Public Agency: _____

Date of Work: _____

May we contact the named Customer? Yes: ___ No: ___

3.) Customer Agency: _____

Dollar Value of work on an annualized basis: _____

Phone Number of the Public Agency: _____

Date of Work: _____

May we contact the named Customer? Yes: ___ No: ___

4.) Customer Agency: _____

Dollar Value of work on an annualized basis: _____

Phone Number of the Public Agency: _____

Date of Work: _____

May we contact the named Customer? Yes:___ No:___

3. Equipment Inventory:

Equipment must be 5 years or newer

Number of CDL Licensed Vector Truck Operators on your staff _____

Vector Truck Make/Model	Model Year	Year Purchased	Date Last Serviced	Mileage

4. Licensing

a) Is the company licensed for doing business in Washington State? Yes:___ No:___

Having carefully examined the instructions, the Contract and General Terms and Conditions, the Agreement For Services, and all related documents, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with any submitted Bid information, for the amount set forth below.

Note: Unit Price (INCLUDING TAX) for all items, all extensions, and total amount of bid must be shown. All entries must be written or entered in ink. Show unit price in words and decimal numbers, and where conflict occurs, the written or typed words shall prevail.

ITEM NO.	APPROX QUANTITY	UNITS	ITEM WITH UNIT PRICE BID (Unit Price to be written in words)	UNIT PRICE	EXTENDED PRICE
1	2330	EA	Clean Type I and Dry Well Storm Drain Structures (4660 structures cleaned every two years) Dollars _____ Cents _____		
2	420	EA	Clean Type II and Manhole Storm Drain Structures (840 structures cleaned every two years) Dollars _____ Cents _____		
3	36,000	LF	Clean Storm Line and Culvert Dollars _____ Cents _____		
4	40	HR	Clean Underground R/D Facility Dollars _____ Cents _____		
5	130,000	GAL	Decant Disposal Dollars _____ Cents _____		
6	110	CY	Vacuumed Solids/Spoils Disposal Dollars _____ Cents _____		
7	150	HR	Emergency/Special Service Cleaning of Miscellaneous Storm Drain System Dollars _____ Cents _____		

8	500	HR	Traffic Control for Drainage (min. \$29.68/HR)		

			Dollars	Cents	

TOTAL BID: \$ _____

(Indicate bid amount in writing, as well as numerals)

NOTE: Total Bid amount is not a guarantee of services, but an estimated annual amount that may or may not be fulfilled.

Additional Saving Options/Alternatives: Specify any additional savings that may be available to the City through alternative payment discounts, pre-payments discounts, or any other offers of savings for the City. Attach additional pages as needed.

ATTACHMENT B
BID SIGNATURE PAGE

DATE: _____

The undersigned bidder hereby proposes and agrees to deliver the equipment and/or services pursuant to the Agreement For Services and all other terms of this Contract within sixty (60) days of full execution of such Agreement.

No bidder may withdraw his bid for a period of sixty (60) days after the day of bid opening.

The undersigned individual represents and warrants that he or she is duly authorized to execute the bid on behalf of the specified partnerships, joint venture or corporation.

Corporation/Partnership/Individual

Company

By: _____
(Signature)

Its: _____
(Address)

(Telephone)

Pursuant to an in compliance with your advertisement for bids for supply and delivery of *Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Service*, and other documents relating thereto, the undersigned has carefully examined all the bid and contract documents as well as the premises and conditions affecting the delivery, supply, and maintenance of Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Services, and hereby proposes to furnish all labor, materials, and supplies in strict accordance with the control documents, for the above referenced amount, **inclusive of Washington state sales tax.**

The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors.

The City of Lakewood reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder best meets the criteria set forth in the bid documents.

Receipt of the following Addendums is hereby acknowledged:

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Corporation/Partnership/Individual

Firm Name

By: _____

Bidder's State License No. _____

Bidder's State Tax No. _____

By: _____

Signature/Title

ATTACHMENT C

City of Lakewood
COMBINED AFFIDAVIT AND CERTIFICATION FORM

Non-Collusion, Anti-Trust, Prevailing Wage (Non-Federal Aid), Debarment 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 anyother 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

PREVAILING WAGE AFFIDAVIT FORM

I, the undersigned, having duly sworn, deposed, say and certify that in connection with the performance of the work of this contract, will pay each classification of laborer, work persons, 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 foregoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief; and

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 Lakewood.

FOR: Non-Collusion Affidavit, Assignment of Anti-Trust Claims to Purchases, Minimum Wage Affidavit, Debarment Affidavit and Certification of Lawful Employment.

Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Service

Name of Bidder’s Firm

Signature of Authorized
Representative of Bidder

Subscribed and sworn to before me
this _____ day of _____, (year).

(Printed/Typed name of notary)

Notary Public in and for the State of Washington
My commission Expires:_____

ATTACHMENT D
CITY OF LAKEWOOD
AGREEMENT FOR SERVICES

This Agreement made and entered into on this ___ day of _____, 20__ is entered into by and between the City of Lakewood, Washington, a municipal corporation hereinafter referred to as the “CITY” and _____, president of _____, hereinafter referred to as the “CONTRACTOR.”

WHEREAS, the City desires Surface Water Infrastructure Cleaning and Vacuum/Jet Rodding Services; and,

WHEREAS, based upon a bid submitted by the Contractor, and after review of all bids received in response to and pursuant to an advertisement for bids, the City has chosen to accept the Contractor’s bid to perform the above-mentioned services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, to be kept, performed and fulfilled by the perspective parties hereto, and other valuable consideration, it is mutually agreed as follows:

1. **Scope of Services to be Performed by the Contractor.** The Contractor shall perform the services outlined in “Attachment A” and in conformance with the Technical requirements outlined in “Appendix A,” and said Attachment and Appendix are attached hereto and incorporated by this reference as if fully set forth herein. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation.**

A. As compensation for the Contractor's performance of the services provided here herein, the Contractor will be paid in an amount not to exceed \$ _____, in 200__.

The City may modify, by increasing or decreasing, the amount of cleaning performed by the Contractor to fit the changing needs of the City. The rates shown in "Attachment A," as attached hereto and incorporated herein by reference, will remain in effect until at least _____, 200__, at which time the City and the Contractor will review the rates to determine if an adjustment is justified.

B. The City shall pay the Contractor for services satisfactorily completed after receipt of an invoice substantially in the form set forth on "Attachment A". Contractor shall submit to the City a request for monthly payment for work performed during the previous month, which shall be processed by the City in the next billing/claim cycle following receipt of the invoice. The Contractor shall be paid for services rendered and invoiced in the normal course. However, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City, or City Council through its budget and appropriations process. The Contractor shall complete and return "Exhibit A", Taxpayer Identification Number, to the City prior to execution of this Agreement.

3. **Additional Services.** From time to time hereafter, the parties hereto may agree to the performance by the Contractor of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Contractor's performance of the services thereunder, except as may be provided to the contrary in Section 4 of this Agreement. Upon proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement except where the addendum provides to the contrary, in which case the terms and conditions of any such addendum shall control. In all other respects, any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

4. **Performance of Additional Services Prior to Execution of an Addendum.** The parties hereby agree that situations may arise in which services other than those described above are desired by the City and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Contractor's performance of the requested services. The Contractor hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 2 of this Agreement, or as otherwise specifically agreed to in writing by and between the parties.

5. **Termination.**
 - A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving fourteen (14) days notice to Contractor in writing.
 - B. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
 - C. If the Contractor is unavailable to perform the scope of work, the City may, at its option, cancel this Agreement immediately.

6. **Time of Completion.**
 - A. The work, product and/or services under this contract shall be provided in conformity with the Scope of Work as Described in "Attachment A".
 - B. Contractor will diligently proceed with the work contracted for herein in accordance with the direction and scheduling of the City, unless otherwise agreed to in writing by and between the parties. The Contractor shall not be held responsible for delays occasioned by the City.
 - C. The terms of this Agreement shall be from date of Contract execution for a period of one year with the option to extend for up to 5 years or until terminated by either party pursuant to the terms hereof.
 - D. In the event of any dispute or conflict between the parties while this contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful

completion of assigned duties and responsibilities within the anticipated time for performance.

7. **Ownership of Documents.**

A. All documents, reports, or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released to the news media or any other source without the written permission of the City.

C. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

8. **Independent Contractor Relationship.**

A. The Contractor is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Contractor and the City during the period of the services shall be that of an independent contractor, not an employee. The Contractor, not the City, shall have the power to control and direct the details, manner or means of services individually and not as an agent for the City.

B. 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 Contractor or any employee of the Contractor.

9. **Hold Harmless.** The Contractor shall indemnify and hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if suit as described above be filed, the Contractor shall appear

and defend the same as its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the Contractor shall pay the same.

10. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and with the limits described below. Contractor shall furnish the City with a Certificate of Insurance evidencing the required coverage.

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. The City shall be named as an additional insured with respect to work performed for the City.

B. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

C. Professional liability insurance be written with limits no less than \$1,000,000 per claim.

D. Such workers compensation insurance and other insurance as may be required by law.

11. **Delays.** The Contractor is not responsible for delays caused by factors beyond the Contractor's reasonable control. When such delays beyond the Contractor's reasonable control occur, the City agrees the Contractor does not owe for damages, nor shall the Contractor be deemed to be in default of the Agreement.

12. **Successors and Assigns.** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age exception minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

If to the City: Don Wickstrom
Public Works Director
6000 Main Street S.W.
Lakewood, Washington 98499

If to Contractor: _____

15. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be Pierce County Superior Court.

16. **Administration and Management.** This Agreement shall be administered by _____, on behalf of the Contractor, and by Don Wickstrom, Lakewood Public Works Director, on behalf of the City.

17. **Severability.** Any provision or part of the 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, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. **Entire Agreement.** This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this

agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

CITY OF LAKEWOOD

CONTRACTOR

Andrew E. Neiditz, City Manager
City of Lakewood

Its: _____

Attest:

Alice M. Bush, MMC
City Clerk

Approved as to form:

Heidi Ann Wachter, City Attorney

EXHIBIT A

CITY OF LAKEWOOD

6000 Main Street SW
Lakewood, Washington 98499-5027

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Lakewood, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade of business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Lakewood before or along with the submittal of the first billing voucher.

Please check the appropriate category:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Government Agency
<input type="checkbox"/> Individual/Proprietor	<input type="checkbox"/> Other (Please explain)
	TIN #: _____ - _____
	SS #: _____ - _____
Print Name: _____	
Print Title: _____	
Business Name: _____	
Business Address: _____	
Business Phone: _____	
_____	_____
Date	Authorized Signature (Required)

APPENDIX A

TECHNICAL REQUIREMENTS

TECHNICAL

1. Definitions

The following words and terms as used in this Contract shall have the following meanings:

- a. “City” means the City of Lakewood, a Washington municipal corporation.
- b. “Contractor” means the individual, firm, joint venture, partnership, or corporation, and its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, or corporation, or its surety under the performance bond, constituting one of the principles to this Contract and undertaking to perform the work herein specified.
- c. “Decant” means the separation of liquid wastewater from solids that have been vacuumed out of a storm drain system and then disposal of the liquid wastewater into an approved decant station.
- d. “Decant Station” means an approved site for the disposal of decant liquid wastewater vacuumed from a storm drain system.
- e. “Director” means the Director of the City’s Public Works Department or his or her designee.
- f. “Emergency” means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, fallen branches or damage from natural consequences, such as storms, earthquakes, riots and wars.
- g. “Storm Drain Culvert” means a pipe or concrete box structure which drains open channels, swales, or ditches under a roadway or embankment, typically with no catch basins or manholes along its length.
- h. “Storm Drain Line” means the enclosed conduit or pipe that transports surface and surface water runoff toward points of discharge.
- i. “Storm Drain Structure” means a type I or type II catch basin, manhole, drywell, or vault. Typically, catch basins, manholes, and vaults contain a sump or sediment collection basin at the bottom of the structure.

- j. “Storm Drain System” means a system of catch basins, manholes, pipes, vaults, culverts, and retention/detention storage facilities used to convey and store surface and storm water from surrounding lands to streams and lakes.
- k. “Underground Retention/Detention (R/D) Facility” means a type of drainage facility designed to hold surface and storm water runoff for a short period of time and release it to the storm drain system.
- l. “Vacuumed Solids/Spoils” means the solids/spoils typically consisting of silts, sands, gravels, debris and miscellaneous contaminant vacuumed out of catch basins, manholes, underground R/D facilities, and pipes associated with the storm drain system.
- m. “Work” means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services and carrying out of all duties and obligation imposed by the Contract.

2. Services

- 2.1. Scope of Services. Contractor shall perform all work and furnish all tools, materials and equipment in order to provide all necessary traffic control and vacuum/jet rodding services on City Storm Drain Systems, including Cleaning Storm Drain Structures, Cleaning Storm Lines and Culverts, Cleaning Underground R/D Facilities and disposal of decant liquids and collected solids, in a manner consistent with the accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the Director of Public Works or his or her designee.
- 2.2. Response Times. For all customary maintenance Services, Contractor agrees to respond and perform such Services within twenty-four (24) hours from receiving telephone notice from the City to proceed. In the event of an emergency, as determined by the City, Contractor agrees to respond and perform such Services within one (1) hour of receiving telephone notice from the City to proceed.
- 2.3. Records/Logs. The Contractor shall maintain accurate records of the Services performed on the Storm Drain System and of the sites utilized for disposal of the collected liquid wastewater and solid materials. At a minimum, these records shall show the number of Storm Drain Structures cleaned, location of storm drain structures cleaned, linear feet and hours required to clean Storm Drain Lines and Culverts and square footage and hours required to clean underground R/D Facilities with dates and times of

transportation and disposal, total cubic yards of solid material and gallons of liquid wastewater per load and total cubic yards and gallons per month, the name and location of the disposal sites used, and the name of the street or Storm Drainage System each month and a telephone report at least once a week to the City covering the information required.

- 2.4 Incidental Costs. The Contractor shall be responsible for obtaining and paying for any water used in connection with the Services, and all other incidental costs.
- 2.5 Employees. All of Contractor's employees and agents who participate in the performance of the Services shall be competent and skilled in the performance of such work and Contractor agrees to provide an adequate number of such employees in order to provide the Services. Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible, and to be neat in appearance.
- 2.6 Equipment. The equipment required for performance of this Contract shall be standard vacuum/jet rodding trucks that operate on the vacuum principle for the removal of solids and must have sufficient hose water pressure and capability of jet rodding Storm Drain Lines and Culverts and removing solids/spoils in a single operation for a distance of at least 400 feet from the storm structure location of said equipment. Equipment shall be maintained in good working condition and repair, operating at the original manufacturer's specifications, and equipped with proper warning lights. The acceptability of Contractor's vacuum/jet rodding trucks for the City's needs under this Contract shall be subject to the approval or disapproval of the Director. Vacuum/jet rodding vehicles (five (5) years or newer) shall be numbered and shall have the Contractor's name, and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition. When working for the City of Lakewood, the Contractor will display a magnetic City logo, provided by the City, on the door of the vehicle.
- 2.7. Cleaning Standards and Procedures
- 2.7.1. Storm Drain Structures. The Contractor shall first remove all debris from the bottom of the Storm Drain Structure. It may then be necessary to flush down the sides of the Storm Drain Structure with a high-pressure hose to remove all remaining debris. Any debris flushed off during this operation must be removed and not allowed to enter the incoming or outgoing Storm Drain Lines. After cleaning the Storm Drain structure, the Contractor shall check to see if there is any damage to the Storm Drain System or blockages to the inflow or outflow Storm Drain Lines. If the inflow or outflow Storm Drain Lines are blocked or contain a

significant amount of solids and require cleaning or is damaged, the Contractor shall report this information to the City, on the same day that was encountered, for future cleaning or repair. The contractor shall note any differences between the plans provided and the as-built condition on form provided by the City.

2.7.2. Storm Drain Lines and Culverts. Storm Drain Lines and Culverts shall only be cleaned upon verification of the need by the Contractor and authorization to proceed by the City. Once authorized, the Contractor shall begin at the downstream (low end) Storm Drain Structure or Culvert end and perform jet rodding from the low end to the upper end removing solids and debris from the Storm Drain Line or Culvert. This procedure should be continued until all of the solids and debris are removed from the Storm Drain Line or Culvert. Once the Storm Drain Line or Culvert is clear of all solids and debris, the deposited solids and debris shall be vacuumed from the Storm Drain Structure sump or Culvert end. The removal of the solids and debris from the Storm Drain Structure sump or Culvert end can, and often is, vacuumed at the same time the jet rodding is being performed. When tree roots are encountered in the Storm Drain Line or Culvert and cannot be cleared utilizing the jet rodding operation, the Contractor shall utilize standard root cutting equipment to clear the Storm Drain Line or Culvert.

2.7.3. Underground Retention/Detention (R/D) Facilities. The Contractor shall follow all appropriate confined entry procedures before entering any Underground R/D Facilities. Due to the various types and configurations of Underground R/D Facilities, the Contractor will be responsible to develop a maintenance plan and procedures list for cleaning R/D Facilities on a case-by-case basis. The City will provide to the extent possible R/D facility plans and records to assist the Contractor in developing a maintenance plan and procedures list.

2.8. Office. The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the Director, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for additional Services or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office, during normal business hours, so as to assure the required performance under the Contract. When the office is closed, a telephone-recording machine or equivalent shall be in operation to receive messages.

2.9. Contact Persons. Each party agrees to designate a key employee who will be the responsible contact person for that party with respect to implementation of the Contract and communication of information

necessary for the performance of the Contract.

- 2.10. Utilities. The Contractor shall be obligated to protect all public and private utilities from damage, including all water, sewer, gas, steam or other conduits, all hydrants and all other property that may become damaged by the Services. If the Contractor damages, destroys, or interferes with the use of such utility facility, the Contractor shall restore it to the original condition.
- 2.11. Change Order. The City may, at any time, order changes within the scope of the Services. Contractor agrees to fully perform any such alterations or additions to the Services. All such change orders shall be in writing signed by both the Contractor and the City and shall specifically state the change of the Services, the completion date for such changed Services and any increase or decrease in the compensation to be paid to the Contractor as a result of such change in the Services. Oral changes will not be binding on the City. Performance of additional service without the prior written consent of the City shall be at the Contractor's sole expense. Except as provided herein, no order, statement, or conduct of the City will be treated as a change hereunder or will entitle the Contractor to an equitable adjustment. If the Contractor intends to assert a claim for an equitable adjustment as a result of a change order, it shall, within five (5) days after receipt of a written change order from the City, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims, as the City may require, determining if the claims and costs have merit. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- 2.12. Emergency/Special Services. The City reserves the right to request Emergency/Special vacuum/jet rodding services, other than the Services covered by these specifications. The Contractor will be paid on an hourly basis for the time required to perform the requested work. Emergency/Special vacuum/jet rodding services must show the name of the person requesting the service, date and time of request, date and time of completion and location of work performed.
- 2.13. Omitting Services. The Contractor shall, when directed in writing by the City, omit any or all of the work, services and materials and the value of the omitted services will be deducted from the contract price and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the

right to issue a unilateral change order adjusting the price and the delivery schedule.

3. Compensation

3.1. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

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

3.3. Pricing. Prices shall remain as stated in the Bid Form for the duration of the Contract, including all extensions. If the bid indicated different pricing for extension periods, those prices shall remain effective throughout the extension. Price modifications not stated in the bid or contract shall be based only upon 1) increase of CPI for the Seattle/Tacoma region as reported by government publication; 2) an increase in the marketplace that supports the increase suggested. The lesser applicable increase based upon any of these two conditions shall be the highest increase allowable. Any increase shall be allowed or disallowed at the sole discretion of the City. During the contract period, any price declines at the manufacture's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to effective date of reduction to Contractor.

4. Hazardous Substances/Compliance with Laws. The Contractor recognizes that the material collected may contain dangerous or hazardous wastes. Contractor agrees to collect, handle, transport and dispose of the material and perform the Services specifically in accordance with all applicable local, state and federal laws, standards, rules and regulations now in effect of hereafter amended or enacted, including without limitation, all regulations by Washington State Department of Ecology and the United States Environmental Protection Agency. Contractor shall be responsible to obtain and pay for any permits or licenses required by the City or any other local, state or federal government authority that are necessary to perform the Services. Contractor shall require that all operators of its vacuum/jet rodding equipment maintain current, valid Washington State Driver's Licenses with Class "A" endorsement. In the payment of wages, Contractor shall comply with every provision of Chapter 39.12 of the Revised Code of Washington. Contractor shall comply with and perform the Services in accordance with all other applicable federal, State, and City laws, including without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

5. Disposal.

- 5.1. Decant Disposal. The Contractor shall deliver liquid decant waste generated by the vacuum/jet rodding operation to a disposal site approved by, and in compliance with, the disposal requirements of the Washington State Department of Ecology and any other federal, state, or local agency or department with jurisdiction.
- 5.2. Solids/Spoils Disposal. The Contractor shall deliver solids/spoils waste generated by the vacuum/jet rodding operation to a disposal site approved by, and in compliance with, the disposal requirements of the Washington State Department of Ecology and any other federal, State, or local agency or department with jurisdiction.
- 5.3. Hazardous Waste Disposal. In the event, during normal vacuum/jet rodding operation, the Contractor encounters/collects hazardous liquid decant of solids/spoils wastes, the City of Lakewood agrees to negotiate with the Contractor the procedure and associated costs to properly dispose of said hazardous waste.

APPENDIX B
STATE PREVAILING WAGE RATES