

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute Change Order #5 to Contract 9262 in the Amount of \$225,000 with New Restoration and Recovery Services, LLC, d\bla Aqualis, for Annual Stormwater Drainage Cleaning Maintenance
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	John Featherstone, Surface Water Utility Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City's *Western Washington Phase II Municipal Stormwater Permit* (NPDES Permit) requires time-sensitive maintenance of City owned or operated storm water infrastructure, including routine "vactor" cleaning of storm water infrastructure based on inspections. As of June 2021, the Surface Water Utility (Utility) has expended nearly 80% of the total contract amount on the contractor that performs routine storm water infrastructure cleaning for the Utility, which is New Restoration and Recovery Services, LLC, doing business as (d\bla) Aqualis (Contract #9262). Contract #9262 with Aqualis was executed on February 28, 2019, with a three-year term and a total amount of \$300,000.

Staff have identified an ongoing need to clean stormwater pipes, as supported by 2018 Surface Water Master Plan recommendations and budgeting, and determined that this need would be best served under this existing contract. Accordingly, staff propose extending Contract #9262 by one year and increasing the contract value by \$225,000. This change order would allow the City to continue completing routine vactor work for another year, including addressing the backlog of cleaning work generated from stormwater pipe condition assessments. Tonight, staff is requesting Council authorization for the City Manager to execute this change order with Aqualis.

**RESOURCE/FINANCIAL IMPACT:**

Funding for this change order will come from the Utility's Surface Water Management (SWM) budget item designated for Annual Vactor Maintenance, which allocates \$150,000 per year for 2021-2022 and was intended to include scheduled stormwater pipe cleanings. Increasing the contract value by \$225,000 will allow the Utility to meet the budget target of performing \$150,000 of work in both 2021 and 2022.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a change order with New Restoration and Recovery Services, LLC, d\ba Aqualis, for a one-year contract extension and a \$225,000 contract value increase.

Approved By:           City Manager **DT**   City Attorney **MK**

## **BACKGROUND**

The Surface Water Utility (Utility) operates the City's *Western Washington Phase II Municipal Stormwater Permit* (NPDES Permit) and conducts annual inspections of City owned or operated stormwater infrastructure. To comply with the NPDES Permit, the City has adopted maintenance best management practices from the Department of Ecology's *Stormwater Management Manual for Western Washington*. A large part of the required annual maintenance involves utilizing a vactor truck to clean catch basins, pipes, and water quality infrastructure. Historically the Utility has completed required cleanings using contracted vactor services hired through a competitive bidding process.

Systematic Citywide stormwater pipe closed-circuit television (CCTV) inspections have been underway since 2013, and the Utility has now inspected roughly half of the approximately 140 miles of stormwater pipes owned and operated by the City. Pipes with sedimentation or other issues in need of maintenance cleaning are identified during CCTV inspections. While the 2018 Surface Water Master Plan made a general recommendation to include pipe cleaning under system maintenance, scheduled maintenance cleanings of stormwater pipes based on CCTV inspection results had not previously been incorporated into the Utility's maintenance program. Not addressing pipe cleaning needs in the long term creates a risk of reduced system conveyance capacity and flooding. Staff recognized the need to begin to address the backlog of stormwater pipe cleanings and the 2021-2022 SWM budget was created to allocate funding for this specific need.

## **DISCUSSION**

Based on this, staff have identified a need to continue to clean stormwater pipes and determined that this need would be best served under the City's existing stormwater pipe cleaning contract with New Restoration and Recovery Services, LLC, d/b/a Aqualis (Contract #9262). This contract was executed on February 28, 2019, in the amount of \$300,000, with the original term of the contract being up to three years, expiring on February 28, 2022.

As of June 2021, the Utility has expended nearly 80% of the total contract amount on Contract #9262 with Aqualis. Accordingly, staff propose extending Contract #9262 by one year and increasing the contract value by \$225,000. This change order would allow the City to continue completing routine vactor work for another year, including addressing the backlog of cleaning work generated from stormwater pipe condition assessments.

Tonight, staff is requesting Council authorization for the City Manager to execute this change order with Aqualis. If approved, this change order would represent a key first step in addressing the backlogged need for stormwater pipe cleaning, while also providing an extended period of service for the other stormwater asset maintenance historically done under this contract.

### **COUNCIL GOAL(S) ADDRESSED**

This contract supports City Council Goal #2 to continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

### **RESOURCE/FINANCIAL IMPACT**

Funding for this change order will come from the Utility's Surface Water Management (SWM) budget item designated for Annual Vactor Maintenance, which allocates \$150,000 per year for 2021-22 and was intended to include scheduled stormwater pipe cleanings. Increasing the contract value by \$225,000 will allow the Utility to meet the budget target of performing \$150,000 of work in both 2021 and 2022.

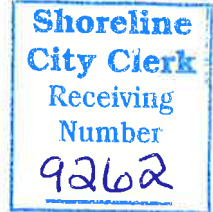
### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a change order with New Restoration and Recovery Services, LLC, d/b/a Aqualis, for a one-year contract extension and a \$225,000 contract value increase.

### **ATTACHMENTS**

Attachment A – Change Order #9262.05 and Executed Contract #9262

<b>City of Shoreline</b> <b>Contract Change Order</b>	1. Contract Change Order No. (Clerk's No.): 9262.05	
	2. Page 1 of 1	
3. Name of Contractor: New Restoration and Recovery Services LLC, d/b/a Aqualis	4. Issued By: Chris Berrington	5. Effective Date: Upon Execution
6. Project Title: Stormwater Drainage Cleaning Maintenance	7. Original Contract No. 9262	
<p>DESCRIPTION OF CHANGE: This change order provides for a one year contract time extension and a \$225,000 contract value increase.</p> <p><b>EXCEPT AS EXPRESSLY CHANGED HEREIN, ALL CONTRACT OBLIGATIONS REMAIN UNCHANGED AND IN FULL EFFECT</b></p>		
<p>9. Adjustments to Contract Sum and Contract Time: The following adjustments, if any, to the Contract Sum and Contract Time constitute the complete and final settlement of all costs of labor, materials, equipment, overhead, fee, and damages, whether direct, indirect, and any other claim by the Contractor, as a result of the change.</p> <p>(a) The Contract Sum is hereby increased by the fixed sum of \$225,000.</p> <p>(b) The Contract Time is hereby increased by one year and will expire on February 28, 2023</p>		
<p>10. <b>NOTE:</b> Execution of this Change Order by the Contractor constitutes the Contractor's irrevocable acceptance of all the terms hereof, including the above described adjustments, if any, in the Contract Sum and Contract time.</p>		
11. BY CITY OF SHORELINE		12. ACCEPTANCE BY CONTRACTOR
Signature		Signature
Name and title		Name and title
Date:		Date:



PUBLIC WORKS  
UNIT PRICED CONTRACT

<b>Contract # and Title 9262 Stormwater Drainage Cleaning Maintenance</b>	
Contractor Name: <u>LKP, Inc. dba Innovative Vacuum Services</u>	Date: <u>2/19/2019</u>
Address: <u>20909 70<sup>th</sup> Ave West, Edmonds, WA</u>	Department Contact: <u>Chris Berrington</u>
Contact: <u>Nirpaul Kang</u>	Phone: <u>206-801-2456</u>
Phone: <u>206-783-3317</u>	Email: <u>cberrington@shorelinewa.gov</u>
Email: <u>nirpaul@innovac.com</u>	

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage: Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages: Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Shoreline shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of each Work Order, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Contractor shall not give a gift of any kind to City employees or officials.

**Business License:** As mandated by SMC 5.05.030, the Contractor shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of this contract with the City.

**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. L&I forms in compliance with Prevailing Wage requirements shall be submitted annually. Contractor shall submit an approved Intent to Pay Prevailing Wages form upon contract execution before any payments can be made. An Affidavit of Wages Paid form must be filed annually at the end of each contract year for all work completed within that contract year. Contractor will pay all fees associated with filing the forms. If any work is subcontracted on a project, Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms must be submitted by each sub-contractor annually.

**Bonds/Retainage:** A Contract Bond is required. Retainage is required and is withheld for each individual work order/invoice until contract close out. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from final payment.

**Payment:** The City shall pay the Contractor within 30 days of submittal of a properly itemized invoice.

**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 King County Superior Court.

**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.

**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.

**Assignment:** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

**Term:** The initial term of this contract shall be three years with the City having the option to renew for one additional year and shall not exceed \$300,000 including Washington State sales tax, whichever occurs first. The City has the right to terminate this contract, with or without cause, at any time with 14-day written notice to Contractor.

**Captions:** The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

**Counterpart Originals:** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**Authority to Execute:** Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

**Completion Date: 12/31/2021**

The scope of work in accordance with the bid documents, including any addenda, and the schedule of rates and charges are attached as Exhibit A.

Prevailing wage rates will be updated annually, using the rates in effect at the beginning of each contract year. No other cost modifications other than prevailing wages will be accepted.

Any changes to the rates or additions to the scope attached as Exhibit A will be formalized in a change order to the contract.

The contractor should send invoices to: Accounts Payable at [accountspayable@shorelinewa.gov](mailto:accountspayable@shorelinewa.gov)

The contractor shall not start an individual work task/project until the City provides a written Notice to Proceed for that task/project. This agreement shall terminate without cost if an initial Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.

This agreement is executed by:

**Contractor**

(Signature)

Print Name



Lawrence Pein

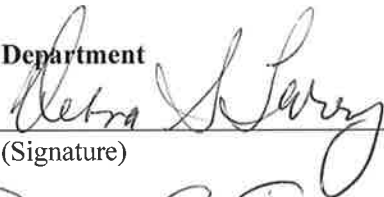
2/27/19

Date

**Department**

(Signature)

Print Name



Debra S Tarry

2/28/19

Date



**BID PROPOSAL SHEET (Page 1 of 4)**

**Stormwater Drainage Cleaning Maintenance  
Bid 9262**

**BID DUE No Later than JANUARY 31, 2019, 2:00 PM, EXACTLY, PACIFIC LOCAL TIME**

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

**SCHEDULE:**

Work tasks shall be completed within 50 working days after the indicated starting date appearing in an official "Notice to Proceed" issued by Shoreline. A penalty shall be imposed as specified in the Contract Documents for each day Contractor fails to meet the completion date.

**BID ITEM QUANTITIES:** Bid item quantities are based on the estimated scope of work. Quantities of items and work performed may vary on an annual basis and will be determined based on annual inspections.

**BID AWARD:**

Determination of low bidder will be made based on the 'Total Schedule A plus total Schedule B bid' amount; Partial bids will not be considered.

**COMPANY NAME** Innovac



**BID PROPOSAL SHEET (Page 3 of 4)**

**Annual Stormwater Drainage Cleaning  
Bid 9262**

**BID ITEMS (SCHEDULE B) - other non-catch basin cleaning**

Item No.	Item Description and Unit Price	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
1	Vactor truck and Operator	125	HR	\$177.00	\$22,125.00
2	Laborer incl. underground sewer & water	50	HR	\$70.00	\$3,500.00
3	Disposal of Solid Materials	1	TN	\$70.00	\$70.00
4	Flagger	16	HR	\$70.00	\$1,120.00
5	CCTV Inspection and Operator	10	HR	\$150.00	\$1,500.00

**SUBTOTAL SCHEDULE B BID** \$ 28,315.00 *(In Figures)*

**SALES TAX (10.0%)** \$ 2,831.50 *(In Figures)*

**TOTAL SCHEDULE B BID:** \$ 31,146.50 *(In Figures)*

Thirty-one thousand one hundred forty-six dollars and fifty cents  
*(Total Schedule B Bid to be written in words)*

\$

**TOTAL SCHEDULE A BID** \$47,080.00 *(In Figures)*

**TOTAL SCHEDULE B BID** \$ 31,146.50 *(In Figures)*

**TOTAL SCHEDULE A PLUS B BID** \$ 78,226.50 *(In Figures)*

Seventy eight thousand, two hundred, twenty-six dollars and fifty cents  
*(Total Schedule A Bid plus Schedule B to be written in words)*

**COMPANY NAME** Innovac

**BID PROPOSAL SHEET (Page 4 of 4)**

**Annual Stormwater Drainage Cleaning  
Bid 9262**

- This page of the bid form must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.
- Initial here LS to verify your Bid considers addenda: \_\_\_\_\_ through \_\_\_\_\_

Company Name: Innovac

Company Address: 20909 70th Ave West

City/State/Zip: Edmonds

Phone: 206-783-3317 Fax: 206-783-9109

E-Mail: service@innovac.com

State of Incorporation or formation of business entity: WA

Location of Washington Office, if any: Edmonds

Print Name of Signatory: Lawrence Train

Print Title of Signatory: President

Contractor Signature: [Signature]

Date: 1/30/19

**EXHIBIT A**  
**City of Shoreline**  
**Stormwater Drainage Cleaning Maintenance**

**Scope of Work**  
**Bid 9262**

**1. OBJECTIVE**

The objective of this contract is to provide the City of Shoreline with storm drainage cleaning maintenance, generated by annual inspections, for stormwater assets within the City. The City operates and maintains a variety of stormwater structures above and below ground that include natural and proprietary features. A vendor should be versed in all aspects of stormwater facility maintenance to effectively perform the work for this contract.

**2. WORK ACTIVITIES**

The Contractor shall perform the following work activities as requested by the City's Surface Water contract manager:

- Provide vacuum (vactor) truck(s) and operator(s) throughout the City of Shoreline to clean stormwater infrastructure including, but not limited to, type one (1) and type two (2) catch basins, stormwater filters vaults, detention vaults, pipes, detention pipes, ditch culverts, and other stormwater infrastructure
- Perform follow-up NASCCO Pipeline Assessment Certification Program (PACP) CCTV inspections when requested
- Perform hydro-excavation of ditch materials by vactor truck
- Contech StormFilter replacement requiring permit-required confined space entry
- Hand cleaning of debris in or around stormwater assets, with possible permit-required confined space entry
- Cleaning of Contech's VortClarex oil/water separators according to manufacturer's specifications
- Provide traffic control and flaggers, where necessary, in accordance with MUTCD standards
- Provide comments and update work orders statuses, including but not limited to fields such as Actual Finish date, Status, and Comments, within the City of Shoreline's web-based asset management system (AMS), Cityworks AMS
- Provide invoices to the City for payment

**3. PROJECT SPECIFICATIONS**

**A. SCOPE OF WORK**

Annually, throughout the calendar year, the City shall provide Notices to Proceed (NTP) for various stormwater cleaning maintenance tasks (*see table 1*). The City shall assign a set of work orders for each task by way of the City's web-based asset management system, Cityworks AMS. The contractor shall complete the task within fifty (50) working days from the NTP date.

Work done under this contract will be assigned by Tasks 1-7. Multiple groups of work orders may be assigned under the same task throughout the calendar year. Tasks will be invoiced according to Bid Schedule A and B in the Bid Proposal Sheet as shown in Table 1 below

**TABLE 1: TASKS**

Tasks	Task Description	Stormwater Asset Types	Schedule
1	City Right of Way (ROW) Type 1,2 Catch Basins Cleaning	Type 1,2 catch basins, manholes	A
2	Regional Stormwater Facility Asset Cleaning	Type 1,2 catch basins, manholes, pipes, Contech Stormfilter vaults, bioretention cells, Filterras, control structures, detention pipes, and VortClarex oil/water separators and vaults	B
3	Residential Stormwater Facility Asset Cleaning	Type 1,2 catch basins, manholes, pipes, control structures, and detention pipes	B
4	Facility's (Operated) Stormwater Facility Asset Cleaning	Type 1,2 catch basins, manholes, pipes, Contech Stormfilter vaults, control structures, and detention pipes	B
5	Park Stormwater Facility Asset Cleaning	Type 1,2 catch basins, manholes, pipes, Contech Stormfilter vaults, control structures, and detention pipes	B
6	City ROW Pipe-Jet Cleaning	Conveyance pipes of all sizes, infiltration pipes, and pipe culverts	B
7	CCTV Inspections	Pipes and detention pipes	B

**Schedule A** (Task 1) consists of cleaning Type 1 catch basins, Type 2 catch basins, and manholes at various locations throughout the City. The disposal cost of solids and liquids used and removed during cleaning operations shall be **included in the unit bid price**. Traffic control is required as mandated by current MUTCD standards and costs shall be borne by the contractor and inclusive within the unit price of Schedule A. If Flaggers are required to maintain safe operating conditions, Flaggers shall be invoiced at the Schedule B unit bid cost.

**Schedule B** (Task 2-6) covers all other stormwater asset types associated with City-operated drainage facilities. Temporary traffic control is required as mandated by current MUTCD standards and costs shall be borne by the contractor and inclusive within the unit price of Schedule B. If Flaggers are required to maintain safe operating conditions, Flaggers shall be invoiced at the Schedule B unit bid cost. Written notification with justification shall be provided to the City contract manager if more than one (1) Laborer, per Line Item No.2 from Schedule B, is required to perform a work activity in addition to the Operator. The City contract manager shall provide written approval when additional personnel is deemed necessary to complete the work activity.

**B. MOBILIZATION and DEMOBILIZATION**

Billable hours commence when the Contractor arrives at the location of the first work order and leaves the location of the last work order. Costs for travel to and from the Contractor's office or another entity's work site shall not be billed to the City. Travel to and from closest available decant/disposal facility shall be billable if it occurs between work orders or directly after the last work order is completed. Travel to and from water source for the purpose of reloading water to complete City work orders shall be billable hours.

**C. TRAFFIC CONTROL AND FLAGGING**

The contractor is responsible for traffic control and maintaining safe traffic conditions. All traffic control must comply with current MUTCD standards. Traffic control plan submittals will be required if work activities fall outside of mobile operations, as defined by the MUTCD, and will impact an arterial road. The traffic control plan must be submitted to the City contract manager five (5) working days in advance of the scheduled work. Lane closures on arterials should only occur between the hours of 9am and 3pm. The City will place 'No Parking Signs', at written request of the contractor, in designated work areas, three (3) days in advance of the scheduled work. Use of Flaggers, invoiced at the Schedule B unit bid cost, shall be approved by the City contract manager prior to scheduled work.

**D. WORK HOURS**

All work activities shall occur Monday through Friday between the hours of 7am and 5pm. Work shall not occur on City-designated holidays listed below:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas

**E. MATERIAL DISPOSAL**

Materials generated or collected from work activities must be disposed or recycled in accordance with local, state, and federal laws. For Schedule B tasks, only disposal of solid materials shall be invoiced using the Material Disposal line item in Schedule B. Decanted liquid material shall not be invoiced. Material disposal receipts shall be provided to the City for each completed task.

#### **F. EQUIPMENT, SUPPLIES, AND MATERIALS**

The vendor is responsible for providing all materials, supplies, and equipment required to complete tasks which fall under the scope of the contract, except for any proprietary water quality filters or media. The City will provide proprietary water quality filters or media to the vendor for replacement work activities. Some pipe jets may require the removal of roots; for such work activities, a root cutter shall be carried and used to remove the roots.

#### **G. DELIVERY OF TASKS AND WORK ORDERS**

Cityworks AMS is a web-based asset management system the City of Shoreline uses to track work orders, inspections, and customer service requests. The contractor is responsible for providing equipment capable of accessing Cityworks AMS. Cityworks AMS can be accessed through the Cityworks App on an iOS 10.0 device (or later) or an Android supported device. Cityworks AMS may also be accessed from any computer or device which supports common browser programs.

The City will provide the contractor with user login(s) to access the Cityworks AMS website or App. The City will assign work orders, via Cityworks, which will contain the work locations, work description, work order number, due date, and any specific instructions provided by the City.

The vendor shall provide the completion date of the work, comments and status updates on the work orders via Cityworks AMS. No paper or electronic maps will be provided to the vendor, Cityworks AMS provides a map service for users showing assigned work orders and their locations. The vendor shall have mobile access to Cityworks AMS while in the field.

Upon request, the City will provide hands on training to contractor personnel prior to work commencing. The City shall not be invoiced for any labor, equipment or materials attributed to the City-provided Cityworks AMS training.

#### **4. ADDITIONAL WORK ACTIVITIES, LABOR, PARTS, EQUIPMENT, OR MATERIALS**

If additional work or services are desired by the City, which goes outside the agreed scope of services, an amendment to the contract shall be executed. The additional work or services requested should be specified by the City and the Contractor shall receive hourly labor compensation per Bid Schedule pricing. Written approval by the City shall be obtained prior to the start of any additional work.

If work activities, inclusive of the scope of work covered in this contract, require extraordinary labor, equipment and/or materials, the vendor must provide written notification to the City's contract manager prior to proceeding with work. Upon City approval, parts, equipment, materials, and/or prevailing wage labor classifications not listed shall be marked up according to SCHEDULE C in the Bid Proposal Sheet

#### **5. INVOICES**

The contractor shall provide an invoice to the City within 15 calendar days of each Task completion. The invoice shall be itemized and include at a minimum:

- Total number of work orders completed and list of work order numbers



- Work order date of completion
- Invoice Task number
- Material disposal quantity with facility disposal ticket receipts
- Type 1 and Type 2 catch basins cleaned (Schedule A)
- Line item quantity totals for each Task according to Schedule B

#### **6. CONTRACT TERM**

The contract term will be for three (3) years or when the contract costs have reached \$300,000, whichever comes first. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Vendor in writing. If the Vendor is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

The Vendor reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 90 days.

#### **7. PRICE ADJUSTMENT**

Payment rates may be adjusted in each succeeding year of this contract for any increase in prevailing wages upon written request by the Contractor.

In submitting bid proposals, each vendor shall set forth the amount they will accept for the first year in payment for services in accordance with the contract.

#### **8. PENALTY FOR NON-PERFORMANCE**

The City's Stormwater System is operated under the guidance of the National Pollution Discharge Elimination System (NPDES) Permit. The NPDES permit sets timelines for completing corrective maintenance. If the timelines are not met, the City falls out of compliance resulting in additional documentation and reporting. Therefore, a standard monetary penalty shall be deducted from the Contractor's payment request for non-performance. The amount of the penalty shall be fifty dollars (\$50.00) per day per Task. To establish a non-performance penalty the Contract Manager shall notify the designated Contractor representative by telephone and email documenting any deficiency or deficiencies. Performance and required corrective actions. To avoid the "Penalty for Non-Performance, the Contractor shall correct all deficiencies and notify the Project Manager within five (5) business days after receiving notification.