

RESOLUTION NO. 3261

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE PURCHASE AND INSTALLATION OF A BUBBLER REPLACEMENT SYSTEM FOR LIFT STATION 17.

WHEREAS, the Bubbler System at Lift Station 17 is failing and in need of replacement; and

WHEREAS, Quality Controls Corporation provided a quote in the amount of \$107,600 not including tax; and

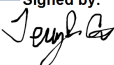
WHEREAS, to fund the project, staff recommends allocating \$17,822 from the Lift Station 17 Replacement Project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

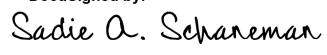
Section 1. Authorization of Contract. The Mayor is authorized to sign the attached contract with Quality Controls Corporation for the purchase and installation of the Bubbler Replacement System for Lift Station 17 in the amount of \$117,822.

Section 2. Transfer of Funds Authorized. The Mayor is authorized to direct City staff to transfer \$17,822 from the Lift Station 17 Replacement Project to this Project.

PASSED by the City Council this 10th day of December 2024.

Signed by:

339AD7C43E9E402...
Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

975A05C52D794C6...
Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB24-128 & R24-128	
Department/Division Submitting: Public Works Operations	Presenter: Lance Johnson/Jason Sullivan	City Strategic Goal Category: DON'T FILL OUT YET

Agenda Subject: Procurement and Installation of Bubbler Replacement System for Lift Station 17.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Purchase And Installation Of A Bubbler Replacement System For Lift Station 17.

Administrative Recommendation: Approve

Short Background Summary: A Lift Station Bubbler System Is A Trapped Air Column That Senses Pressure And Level For Pump Station Control. The Current Lift Station 17 Bubbler System Was Outdated When Initially Installed And One Side Of The System Is Currently Failing. A Replacement Is Needed To Provide Real-Time Level Sensing Information And Reduce Maintenance And Prevent Corrosion. Quality Controls Corporation Provided A Quotation And Scope Of Work For \$107,600 Not Including Tax. To Fully Fund This Project, Staff Proposes The Transfer Of \$17,822 From The Lift Station 17 Replacement Project That Was Not Started This Budget Cycle.

Attachments: Resolution 24-128, Contract, Quote, And Sole Source Memo.

BUDGET INFORMATION			
Budgeted Amount	Current Balance	Expenditure Amount Needed	Budgeted Balance Difference
\$100,000	\$100,000	\$117,822	-\$17,822
Budget Explanation: \$17,822 Allocation Of Funds From The LS 17 Replacement Project To The LS 17 Bubbler Replacement.			

COMMITTEE, BOARD & COMMISSION REVIEW					
Public Hearing Date:		Name Of Committee/Commission Public Hearing Was Done At:			
Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues	Chair's Signature For Approval Of Next Steps
Date: 12/3/2024 Name: CDC	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Hearing Examiner Review:					

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 12/10/2024	Tabled To:

APPROVALS		
Department Director: Jason Sullivan	Mayor: Terry Carter	Date Reviewed By City Attorney (if applicable):

**CITY OF BONNEY LAKE AGREEMENT FOR CONTRACTOR SERVICES
LIFT STATION 17 BUBBLER SYSTEM REPLACEMENT**

THIS AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and Quality Controls Corporation organized under the laws of the State of Washington, located and doing business at 5015 208th Street SW, Unit 1B, Lynnwood Washington 98036 (hereinafter the “**Contractor**”).

RECITALS:

WHEREAS, the City has determined the need to have certain equipment purchases and services performed for its residents but does not have the manpower, resources, or expertise to perform such services; and

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

WHEREAS, the City has complied with all applicable public bidding laws for obtaining these services;

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

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Contractor. Contractor shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such 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 and the handling of any funds used in connection therewith. The Contractor shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

2. Time of Completion. The Contractor shall commence work as directed by the City and shall complete the work within 45 consecutive working days.

3. Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit “A,” attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed One Hundred Seventeen Thousand Eight Hundred and Twenty Two Dollars (\$117,822), including applicable Washington State Sales Tax, for the services contemplated in this Agreement. Unless the City

objects, the City shall pay the Contractor for services rendered within a reasonable amount of time upon receipt of invoice.

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

3.1 *Defective or Unauthorized Work.* The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorneys' fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

3.2 *Final Payment: Waiver of Claims.* CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.3 *Retainage:* Where retainage is required, the City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. **Prevailing Wages.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. **Changes.** The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason, that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice Section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually

receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. An amendment that is accepted by Contractor as provided in this Section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

6. Claims. If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this Section. The Contractor shall give written notice to the City, using address in the “Notice” section of this Agreement, of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor’s written claim shall include the information set forth in subsections 6.1, items “A” through “E” below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

6.1 *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

- A. The date of the Contractor’s claim;
- B. The nature and circumstances that caused the claim;
- C. The provisions in this Agreement that support the claim;
- D. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
- E. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

6.2 *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall

have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this Section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- 6.3 *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials, and services required by the City under this Agreement.
- 6.4 *Failure to Protest Constitutes Waiver.* By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- 6.5 *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this Section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

7. Limitation of Actions. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

8. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending upon completion unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

9. Independent Contractor. Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

10. Indemnification. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

11. Insurance. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

11.1 *Minimum Scope of Insurance.* Contractor shall obtain insurance of the type described below:

- A. Commercial General Liability ("CGL") insurance shall be written on ISO occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Contractor's Commercial General Liability Insurance policy using ISO Additional Insured-Contractors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage. CGL insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, and a \$2,000,000 products liability aggregate limit. Contractor's CGL insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- B. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.

C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

11.2 *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

11.3 *Verification of Coverage.* Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before goods, materials or supplies will be accepted by the City.

11.4 *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

11.5 *No Limitation.* Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12. Performance Bond. (City must check of the following boxes.) The City waives **if a Declaration of Option for Performance Bond or Additional Retainage (10% in lieu of) is submitted** does not waive the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions, then Contractor need not complete this section. If the City does not waive these provisions, then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

13. Record Keeping and Reporting.

The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this

Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

- 13.1 These records shall be maintained for a period of seven (7) years after termination thereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

14. City's Right of Inspection and Audit.

Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- 14.1 The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

15. Contractor to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Contractor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

16. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

17. Termination.

- 17.1 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City.

- 17.2 In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- 17.3 This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- 17.4 The Contractor reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
- 17.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

18. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure, or such claim shall be waived for any period in which notice was due.

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

20. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. Any assignment made without the prior approval of the City is void.

21. Employment of State Retirees. The City is a "DRS-covered employer" which is

an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

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

23. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

25. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be send to the following address:

City Clerk
City of Bonney Lake
9002 Main Street E., Ste 300
Bonney Lake WA 98391

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

Quality Controls Corporation
5015 208th St SW Unit 1B
Tacoma WA 98036
Email: JamesC@Quality-Controls.com

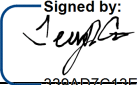
26. Applicable Law; Venue; Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

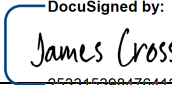
27. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the dates listed below.

CITY OF BONNEY LAKE

QUALITY CONTROLS CORP.

Signed by:

339AD7C13E9E492...
Terry Carter, Mayor

DocuSigned by:

By _____
253315398476412...
James Cross

Title VP-Owner

Date: 12/17/2024 | 4:10 PM PST

Date: 12/17/2024 | 4:02 PM PST

ATTEST

DocuSigned by:
Sadie A. Schaneman
975A05C52D794C6

Sadie A. Schaneman, CMC
City Clerk

APPROVED AS TO FORM

DocuSigned by:
Jennifer S. Robertson
36ED924BC20444F...

Jennifer S. Robertson, City Attorney

Attachments:

- Exhibit A: Quotation and Scope of Work and Prices
- Declaration of Option for Performance Bond or Additional Retainage



Quotation and Scope of Work

October 4, 2024

Quote #: Q4145

To:

City of Bonney Lake
Attn: Michael Claunch, Sewer Lead

Project:

List Station 17 Bubbler Level Measurement System Replacement

Reference:

-Existing bubbler systems

QCC is pleased to provide budgetary estimate for the above referenced project. Quality Controls Corp. (QCC) provides services, materials, and labor required per the scope of work below. QCC's price does not include applicable sales taxes.

Please call me with any technical questions or if you have any questions concerning the pricing on this quotation.

Sincerely,

A handwritten signature in blue ink that reads "James T. Cross".

James Cross

5015 – 208th Street S.W. Unit 1B

Phone: 425.778.8280

Lynnwood, Washington 98036

Fax: 425.778.4541

Email: JamesC@Quality-Controls.com

Scope of Work

1. QCC provides the following Hardware, installed in the existing station control panel:
 - a. Qty 1 x Dual Wet Well Bubbler Level Measurement System- Including the following major components per enclosure:
 - i. Qty 1 x Main Breaker- 20A 120VAC, 1ph
 - ii. Qty 2 x Compressor feeder breakers, 15A, 120VAC, 1ph
 - iii. Qty 1 x Compressor duplex controls, alternating relay.
 - iv. Qty 2 x Thomas Air compressors, 1/2hp, 2-gal tank, 120VAC
 - v. Qty 2 x High pressure regulator
 - vi. Qty 2 x Instrument air pressure regulator, constant flow
 - vii. Qty 2 x Door mounted constant pressure rotameter, integrated needle valve.
 - viii. Qty 2 x Sensing line check valve
 - ix. Qty 2 x Door mounted purge valve
 - x. Qty 2 x Compressor drain valve
 - xi. Qty 2 x Wet well isolation valve
 - xii. Qty 2 x Panel mounted pressure gauge, scaled in Inches H2O
 - xiii. Qty 8 x Differential pressure switches, Low, Lead, Lag, High
 - xiv. Qty 2 x Differential pressure regulator, 4-20mA loop powered.
 - xv. Qty 1 x Door mounted enable/disable switch.
 - xvi. Qty AR x instrument tubing, ¼" poly high pressure tubing.
2. QCC provides the following onsite installation services:
 - a. Demolition- Removal of the existing bubbler sensing equipment and PVC sensing lines.
 - b. Mechanical Installation-
 - i. Control panel installation- Mounting and mechanical connection of the replacement bubbler measurement system.
 - ii. Replace wet well measurement sensing line-
 - Includes up to 200' of 3/8" stainless instrument tubing, installed.
 - Note- Assume installation in location of existing instrument tubing. Does not include trenching, core drilling, or new penetrations.
 - c. Electrical Installation- Installation by licensed electrical contractor.
 - i. Electrical installation of new control panels, including connection of line power and instrument signals.
 - Note- Includes utilizing existing conduits and feeder breakers. Does not include new conduit, penetrations, trenching or other equipment not listed above.
3. QCC provides onsite startup and testing of the fully upgraded control system.

4. QCC provides CAD based wiring diagrams for the equipment provided. Includes point to point wiring connections for the flow, and flow totalization circuits.

Note: Price includes a 1-year onsite warranty on all hardware and software licenses.

STANDARD INCLUSIONS

We provide the following unless specifically excluded on our bill of material:

1. Equipment shipped FOB factory with freight allowed, tailgate, destination.
2. Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
3. Instruction manuals as required.
4. All necessary field start-up and calibration of the equipment we supply.

STANDARD EXCLUSIONS

We do NOT include the following unless specifically included in our bill of material:

1. ~~Pipe, tubing, valves or fittings between the instrument and the process.~~
2. ~~Conduit, wire or cable not integral to instrument or control panels supplied by QCC.~~
3. Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
4. ~~Labor to install the equipment.~~
5. The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
6. Any material or services not in our quoted sections.
7. This proposal is based on award of a supply purchase order and does not include any of the costs associated with bonding or subcontract administration. If bonding or a subcontract is required, they can be provided for additional cost.



Project Name: Peaking Storage OSEC Unit & Installation

**Declaration of Option for Performance Bond or Additional Retainage
(Contracts Under \$150,000 only)**

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents. Mandatory on contracts exceeding \$150,000.

_____ (2) Have the City, on contracts of one hundred fifty thousand dollars or less, at the option of the contractor the respective public entity may, in lieu of the bond, retain ten percent (10%) of the total contract amount, for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

In choosing option 2 (RCW 39.08) , the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the City of Bonney Lake, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

DocuSigned by:
James Cross 12/11/2024 | 4:16 PM PST
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Signed by:
John Vodopich 12/11/2024 | 9:12 AM PST
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City of Bonney Lake Date

Memo

To: City Council

From: Lance Johnson

Cc: Deon Payne

Date: 12/10/2024

RE: Sole Source

The City of Bonney Lake's Municipal Code 2.70.030 and Procurement Policy Section 15.1 authorizes awarding a contract without competition after a review of available sources, that there is only one source for the required material, service, or construction item.

This Memo shall serve as written evidence to support a sole source determination.

Purposed Source: Quality Controls Corporation (QCC).

Scope of Work: Providing equipment and installation services for a Bubbler Replacement System for Lift Station 17. See Exhibit A for quote.

Exclusive Capability: The City has been cognizant of establishing consistency within its infrastructure for this type of equipment and the requirements of its programming and maintenance to ensure the best service and pricing. This replacement will enhance the overall quality of the system, making it more reliable, easier to maintain, and less expensive replacing components. This purchase is being made sole source because of the staff's experience with these products, its critical nature, the need to keep equipment consistent throughout our system and finally, QCC is the established vendor that has been providing the equipment and programming to continue the uniformity of the sewer system for these types of products and services.