

**RESOLUTION NO. 2844**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH APPLY-A-LINE, LLC. FOR THE 2020 STREET STRIPING PROJECT.**

**WHEREAS**, the City of Bonney Lake solicited quotes from striping contractors off the MRSC Small Works Roster for the 2020 Street Striping Project on May 21, 2020; and

**WHEREAS**, the City has received 3 quotes on June 5, 2020 for the 2020 Street Striping Project and it was determined the lowest responsible quote for this project was received from Apply-A-Line, LLC. in the amount of \$24,853.50; and

**WHEREAS**, sufficient funds are available in the Street Fund and the Street CIP Fund; and

**WHEREAS**, the City Council finds that it is in the public's interest that this project be carried out at this time;

**NOW THEREFORE, BE IT RESOLVED;** that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached contract with Apply-A-Line, LLC in the amount of \$24,853.50.

**BE IT FURTHER RESOLVED** that the City of Bonney Lake Council does hereby authorize 10% for Construction Contingency in the amount of \$2,485.35 based on the contract bid amount.

**PASSED** by the City Council this 23rd day of June, 2020.

DocuSigned by:

*Neil Johnson, Jr.*

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Neil Johnson Jr., Mayor

**AUTHENTICATED:**

DocuSigned by:

*Harwood T. Edvalson*

F46A10AD29884A1

Harwood T. Edvalson, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:

*Kathleen Haggard*

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Kathleen Haggard, City Attorney

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

<b>Department/Staff Contact:</b> Public Works / Steve Willadson, Assistant Superintendent	<b>Meeting/Workshop Date:</b> 23 June 2020	<b>Agenda Bill Number:</b> AB20-70
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2844	<b>Sponsor:</b>

**Agenda Subject:** Authorize Award of Contract with Apply-A-Line, LLC for the 2020 Striping Project.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of Contract With Apply-A-Line, LLC For The 2020 Striping Project.

**Administrative Recommendation:** Approve

**Background Summary:** The City solicited quotes on May 21, 2020 from striping vendors off the MRSC Small Works Roster for the 2020 Street Striping Project. This project is to re-stripe existing city streets to include centerline, skip/solid double centerline, double centerline, white and yellow edgeline, and gore striping. The City received 3 quotes- Apply-A-Line, LLC - \$24,853.50, Specialized Pavement Markings \$30,229.00 and Stripe Rite, Inc. - \$33,625.00.

**Attachments:** Resolution 2844, Scope of Work-Exhibit A, Quote Sheet -Exhibit B, 2020 Striping Quantities, Bid Tabulation, Operations and Maintenance Contract and 2020 Striping Map

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$43,315	\$43,315	\$23,587.85	\$19,727.15	<input checked="" type="checkbox"/> General
\$190,962	\$5,337	\$3,751	\$1,586	<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

**Budget Explanation:** 001.000.042.542.10.41.28-Street Operations Maintenance Budget-\$21,443.50 and 301.001.042.595.30.63.01- Chip Seal Budget -\$3,410 (Doolittle Construction contract to Council 6/9/2020)=\$24,853.50 + 10% Contingency -\$2,485.35 = Total \$27,338.85  
Revenue Source: O&M Rates and Street CIP Fund

COMMITTEE, BOARD & COMMISSION REVIEW			
<b>Council Committee Review:</b>	Community Development	Approvals:	Yes No
	Date: 16 June 2020	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Michelle Keith	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
<b>Director:</b> <i>Ryan Johnstone, Interim Public Services Director</i>	<b>Mayor:</b> <i>Neil Johnson, Jr.</i>	<b>Date Reviewed by City Attorney:</b> (if applicable)

**CITY OF BONNEY LAKE  
CONTRACT FOR OPERATIONS AND MAINTENANCE**

**THIS OPERATIONS AND MAINTENANCE CONTRACT** (this “Contract”) is made this 23rd day of June, 2020, by and between, the **CITY OF BONNEY LAKE**, a municipal corporation (“City”) and Apply-A-Line, LLC, a Party corporation (“Contractor”) (individually a “Party” and collectively the “Parties”).

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

**1. Contractor Services.** The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to complete in a good workmanlike manner, and to the satisfaction of the City, the operations and maintenance project known as 2020 Street Striping (“Project”). The Project is detailed in the Scope of Work, Exhibit A.

**2. Time of Completion.** The Contractor shall complete the work within 60 consecutive working days from start date on the written Notice to Proceed.

**3. Payment.**

**3.1 Payment amount and procedures.** The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Twenty four thousand eight hundred fifty three and 50/100 Dollars (\$ 24,853.50 ), including applicable sales tax, as detailed in Quote Sheet, Exhibit B. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the work.

**3.2 Defective or Unauthorized Work.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. “Additional costs” means all reasonable costs incurred by the City, including legal costs and attorneys’ fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

**3.3 Final Payment; Waiver of Claim.** Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. **THE CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND**

IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

**3.4 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 Wage.** The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor and subcontractors must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor must submit to the City the approved copy of the "Affidavit of Wages Paid" from the Department of Labor and Industries for themselves and any subcontractors

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

**5. Indemnification and Hold Harmless.** The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract 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, agents and volunteers, the Contractor's liability under this section shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided under this section 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 Contract.

**6. Job Safety.**

**6.1 Work Site Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

**6.2 Trench Safety.** All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

**7. Utility Location.** Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

**8. Warranty and Guarantee.** Contractor shall warrant and guarantee the materials and work to be free of defects for a period of one (1) year after the City’s final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor’s work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

**9. Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City’s mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

**10. Protest by Contractor.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction,

interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations). In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

## **11. Insurance.**

### **A. Insurance Term**

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

### **B. No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein 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.

### **C. Minimum Scope of Insurance**

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.



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

**D. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

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

**E. City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

**F. Other Insurance Provision**

The Contractor's Automobile Liability and Commercial General Liability 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 self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**G. Acceptability of Insurers**

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

**H. 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 endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

**I. Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage

required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

**J. Notice of Cancellation**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**K. 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.

**12. Performance and Payment Bonds.** (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. Termination.** This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days' written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense



and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

**14. Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

**15. Discrimination.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

**16. Term.** This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9. Provisions requiring indemnification and insurance shall survive the term of the Contract.

**17. Immigration Reform and Control Act.** The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year above written.

**CITY OF BONNEY LAKE:**

DocuSigned by:  
Signature: Mil Johnson, Jr.  
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Date: 6/23/2020

**CITY CONTACT:**

Print Name: Steve Willadson  
City of Bonney Lake  
9002 Main Street E  
Bonney Lake, WA 98391  
Phone: (253) 862-8602

**CONTRACTOR:**

[ Apply-A-Line, LLC ]

Signature: [Signature]

Print Name: Ron Reilly

Title: Assistant Vice President

Date: 06/05/2020

Taxpayer ID #: 91-1270515

**CONTRACTOR CONTACT:**

Print Name: Mike Susner

Address: 175 Roy Rd SW Bldg C  
Pacific WA 98047

Phone : 253.299-1200

Fax: 253.299-1250

Contractor License #: APPLYLL8340J

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

