

**RESOLUTION NO. 2527**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACTOR AGREEMENT WITH DOOLITTLE CONSTRUCTION, LLC FOR THE 2016 CHIP SEAL APPLICATION.**

**WHEREAS**, the City of Bonney Lake solicited an Invitations to Quote for the 2016 Chip Seal Application on May 13, 2016; and

**WHEREAS**, the City has received three (3) Quotes for the 2016 Chip Seal Application and has selected to award Doolittle Construction, LLC in the amount of \$159,679.80; and

**WHEREAS**, the City Council adopted this annual project in the Street Capital budget; and

**WHEREAS**, the City Council finds that it is in the public 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 agreement to award this contract to Doolittle Construction, LLC in the amount of \$159,679.80.

**BE IT FURTHER RESOLVED;** that the City of Bonney Lake Council does hereby authorize 5% Construction Contingency in the amount of \$7,983.99.

**PASSED** by the City Council this 14th day of June, 2016.

  
Neil Johnson Jr., Mayor

AUTHENTICATED:

  
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

  
Kathleen Haggard, City Attorney

## CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this 14th day of June 2016 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Doolittle Construction LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such work; and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

### 1. SCOPE OF WORK.

The CONTRACTOR shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

### 2. TERM.

The Project shall begin no earlier than Refer to Notice to Proceed and shall be completed no later than Refer to Notice to Proceed, unless sooner terminated according to the provisions herein.

### 3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.

D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

#### 4. REPORTS AND INSPECTIONS.

A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR'S activities which relate, directly or indirectly, to this Agreement.

#### 5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

## 6. CONTRACTOR EMPLOYEES/AGENTS

The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

## 7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent 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. 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.

B. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

## 8. 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, employees or subcontractors.

### A. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types described below:

1. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. 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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and not contribute with it.
2. 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.
3. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

The CONTRACTOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

#### 9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONTRACTOR pursuant to this Agreement.

#### 10. COMPLIANCE WITH LAWS.

A. The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The CONTRACTOR specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

C. The CONTRACTOR shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the City of evidence that CONTRACTOR and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

#### 11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to

the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

C. Nondiscrimination in Services. The CONTRACTOR will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. 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.

## 12. ASSIGNMENT/SUBCONTRACTING.

A. The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

### 13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the CITY unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The CITY will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The CONTRACTOR will promptly commence and continue to perform the work as changed notwithstanding disagreement over the equitable adjustment owing therefore.

### 14. MAINTENANCE AND INSPECTION OF RECORDS.

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

B. The CONTRACTOR shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

### 15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under tile Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

### 16. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof

### 17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from

CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10(C) have been satisfied.

#### 18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

#### 19. PREVAILING WAGE.

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement ["Retainage"], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

#### 20. TERMINATION.

A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.

B. Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

#### 21. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

#### 22. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

#### 23. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

#### 24. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

25. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

  
\_\_\_\_\_  
Neil Johnson Jr., Mayor

Date: 6/14/2016

CONTRACTOR

Doolittle Construction LLC

 Tom Doolittle

UBI Number 602 351 934

Date: 5-31-16

EXHIBIT "A" (Invitations to Quote/Scope of Work)

EXHIBIT "B" (Quote Sheet)

EXHIBIT "C" (Prevailing Wage Rates)



**City of Bonney Lake  
Small Public Works Project  
Prevailing Wages are required to be paid**

**Invitation to Quote**  
Date: May 13, 2016

The City of Bonney Lake is accepting Quotes for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

**Project Title: 2016 Chip Seal**

**Scope of Work:**

Apply a standard chip seal to approximately 51,442 square yards of paved surface streets.

Apply a fog seal to approximately 31,551 square yards of paved surface arterial & collector streets.

- Chip Seal application must conform to DOT specifications, (Attachment A, pgs 5 & 6).
- Traffic control will be provided by the contractor.
- Contractor will notify the City 30 days in advance of starting work.
- Chip seal will be applied to the following approximate square yards (see attached "Street Improvements 2016").
- City crews will prepare all surfaces prior to the chip seal application.

Please see enclosed: Invitation to Quote, Quote Sheet, 2016 Chip Seal Quantities, Chip Seal Specifications, Standard Questionnaire, Bidder's Checklist, Contractor Agreement, Performance and Guaranty Bond, Certificate of Insurance, Certificate as to Corporate Principal, Certificate as to Corporate Seal, Contractor's Declaration of Option for Management of Statutory Retained Percentage and 2016 Chip Seal Map.

**Prevailing Wage:**

Contractor shall pay all laborers, workers, or mechanics performing work Prevailing Wages as required by Ch.39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics for work related to this project with the Effective Date of May 31, 2016.

**Date Proposals are requested: Tuesday, May 31, 2016 by 12:00 p.m.**

If you are interested in submitting a quote on this project, **please return Quote Sheet and SIGNED Contractor Agreement** to Triss Weber at 19306 Bonney Lake BLVD (Public Works Center), Bonney Lake, WA 98391. If you have any questions please contact Steve Willadson at (253) 261-5224.

City of Bonney Lake  
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380  
Bonney Lake, WA 98391



**City of Bonney Lake  
Small Public Works Project  
Quote Sheet**

Company Name: Doolittle Construction LLC  
 Address: 1900 118 Ave SE  
Bellevue WA 98005  
 Phone Number: 425 455 1150  
 Fax Number: 425 455 6782  
 Contact Name: Tom Doolittle

**Project Title: 2016 Chip Seal Application**

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

Schedule: Work shall be completed within 90 calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

Item	Description	Qty (Approx.)	Unit	Unit Price	Extended Price
1	Mobilization		Lump Sum	7,000. <sup>-</sup>	\$ 7,000. <sup>-</sup>
	<b>City Streets:</b>				
2	Chip Seal Application (Standard)	51,442	Square Yards	\$ 2. <sup>60</sup>	\$ 133,749. <sup>20</sup>
3	Fog Seal Application	31,551	Square Yards	\$ 0. <sup>60</sup>	\$ 18,930. <sup>60</sup>
					\$
	<b>Total Bid</b>				\$ 159,679. <sup>80</sup>

City of Bonney Lake  
 (253) 862-8602 Fax (253) 447 - 4330

Mail to: PO Box 7380  
 Bonney Lake, WA 98391

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

**Washington State Prevailing Wage**

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

**Journey Level Prevailing Wage Rates for the Effective Date: 5/12/2016**

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Pierce	Asbestos Abatement Workers	Journey Level	\$43.95	5D	1H	
Pierce	Boilermakers	Journey Level	\$64.29	5N	1C	
Pierce	Brick Mason	Journey Level	\$52.82	5A	1M	
Pierce	Brick Mason	Pointer-Caulker-Cleaner	\$52.82	5A	1M	
Pierce	Building Service Employees	Janitor	\$9.47		1	
Pierce	Building Service Employees	Shampooer	\$10.08		1	
Pierce	Building Service Employees	Waxer	\$10.08		1	
Pierce	Building Service Employees	Window Cleaner	\$13.22		1	
Pierce	Cabinet Makers (In Shop)	Journey Level	\$28.36		1	
Pierce	Carpenters	Acoustical Worker	\$54.02	5D	4C	
Pierce	Carpenters	Bridge, Dock And Wharf Carpenters	\$54.02	5D	4C	
Pierce	Carpenters	Carpenter	\$54.02	5D	4C	
Pierce	Carpenters	Carpenters on Stationary Tools	\$54.15	5D	4C	
Pierce	Carpenters	Creosoted Material	\$54.12	5D	4C	
Pierce	Carpenters	Floor Finisher	\$54.02	5D	4C	
Pierce	Carpenters	Floor Layer	\$54.02	5D	4C	
Pierce	Carpenters	Scaffold Erector	\$54.02	5D	4C	
Pierce	Cement Masons	Journey Level	\$53.95	7A	1M	
Pierce	Divers & Tenders	Diver	\$107.22	5D	4C	8A
Pierce	Divers & Tenders	Diver On Standby	\$64.42	5D	4C	
Pierce	Divers & Tenders	Diver Tender	\$58.33	5D	4C	
Pierce	Divers & Tenders	Surface Rcv & Rov Operator	\$58.33	5D	4C	
Pierce	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$54.27	5A	4C	
Pierce	Dredge Workers	Assistant Engineer	\$56.44	5D	3F	
Pierce	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	5D	3F	
Pierce	Dredge Workers	Boatmen	\$56.44	5D	3F	
Pierce	Dredge Workers	Engineer Welder	\$57.51	5D	3F	
Pierce	Dredge Workers	Leverman, Hydraulic	\$58.67	5D	3F	

## 2016 Chip Seal Quantities:

Section	<b>Chip Seal</b>	<b>2016</b>			<i>Scope of Work</i>	Striping/ Markings
Segment	STREET Name/Number	Width	Length	Sq. Yards	<i>Comments:</i>	
<b>Collectors</b>						
337	LOCUST AVENUE	24	4975	13267	Bonney Lake BLVD to Veterans Memorial Drive	Striping/PM
476	PANORAMA BLVD	28	3347	10413	Angeline Road to 176th Ave	Striping
477	176th AVE E	28	2530	7871	Panoramam BLVD to Sky Island Drive	Striping/PM
<b>Local Access</b>						
	Bonnie Brae			0		
320	192ND AVE E	21	3013	7030	Bonney Lake BLVD to 193rd Ave	
325	77TH STREET E	21	691	1612	192nd Ave to 190th Ave	
	Cedar View			0		
508	210TH AVE E	21	1750	4083	97th St E to 93rd St E	
509	94TH ST EAST	21	724	1689	208th Ave to 210th Ave E	
517	205TH AVE E (5)	20	1035	2300	93rd St E to 96th St E	
	Fir View					
526	205th AVE CT E	21	237	553	97th St E to 97th St E	
524	97TH ST E	21	954	2226	205th Ave Ct E to 202nd Ave E	
525	202ND AVE EAST	21	170	397	97th St E to SR 410	
				0		
				0		
				0		
<b>Total Chip Seal Length</b>		<b>Miles</b>	<b>3.7</b>	<b>51442</b>		

<b>FOG Seal</b>			
Section	STREET Name/Number	Sq. Yards	<i>Scope of Work</i>
<b>Collectors</b>			
337	LOCUST AVENUE	13267	
476	PANORAMA BLVD	10413	
477	176th AVE E	7871	
<b>Total Fog Seal:</b>		<b>31551</b>	

# 2016 Chip Seal

Quote		Line items			Doolittle Construction LLC		Granite Construction Company		Sierra Santa Fe Corporation	
No.	Units	Description	Qty		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	Mobilization	1	Lump Sum	\$ 7,000.00	\$ 7,000.00	18,800.00	\$ 18,800.00	\$ 22,109.00	\$ 22,109.00
2								\$ -		
3		Chip Seal Application Standard	51,442	Sq Yds	\$ 2.60	\$ 133,749.20	3.00	\$ 154,326.00	\$ 2.99	\$ 153,811.58
4		Fog Seal Application	31,551	Sq Yds	\$ 0.60	\$ 18,930.60	0.50	\$ 15,775.50	\$ 0.60	\$ 18,930.60
5								\$ -		
6								\$ -		
7								\$ -		
8								\$ -		
9								\$ -		
10								\$ -		
11								\$ -		
12								\$ -		
<b>Total Items (Items 1-12):</b>						<b>\$ 159,679.80</b>		<b>\$ 188,901.50</b>		<b>\$ 194,851.18</b>
<b>Total Quote:</b>						<b>\$ 159,679.80</b>		<b>\$ 188,901.50</b>		<b>\$ 194,851.18</b>



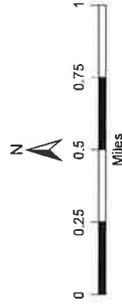
City of Bonney Lake

# Chip Seal 2016

## Legend

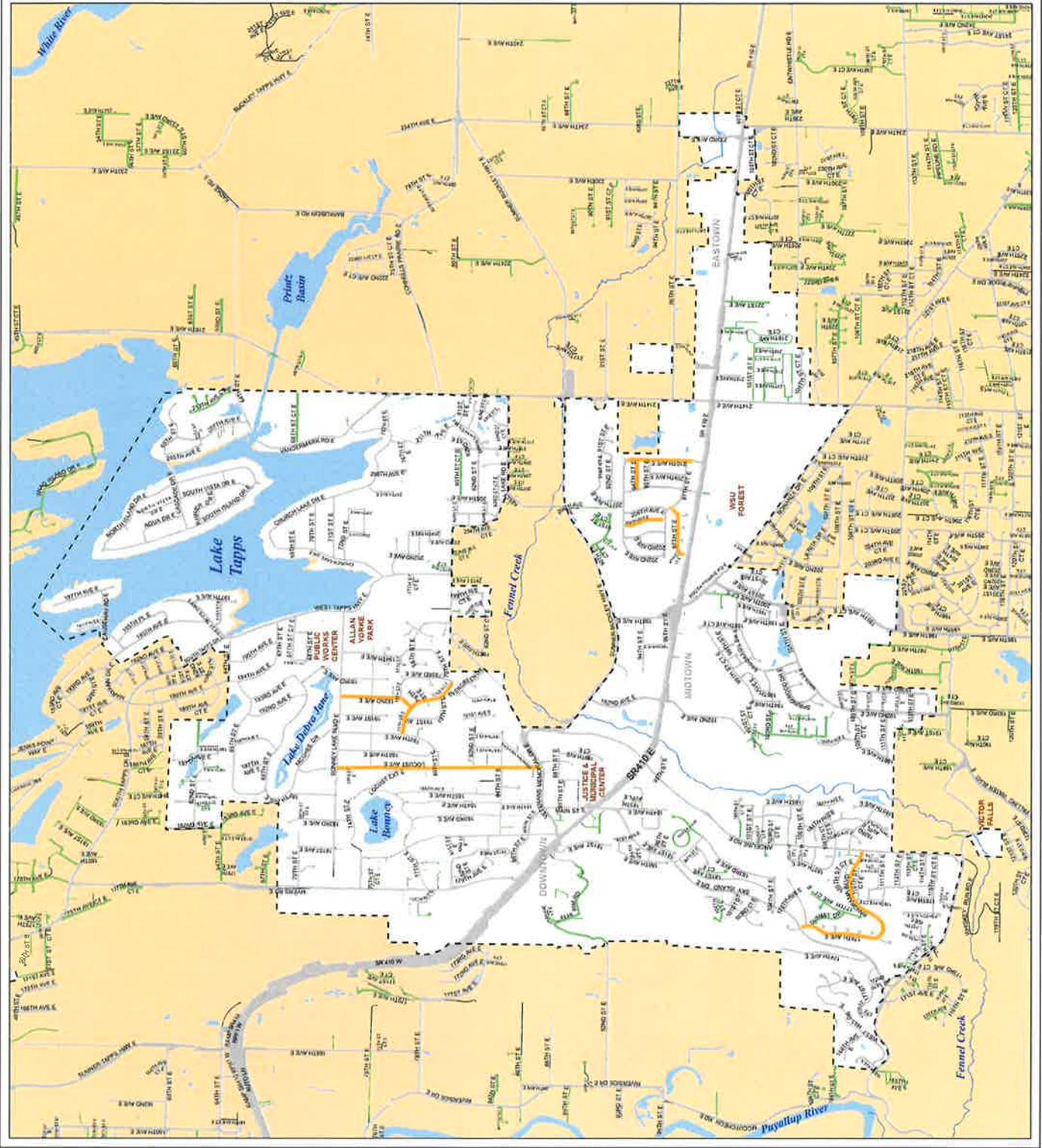
-  Chip Seal
-  Fennel Creek
-  Roads
-  Public ROW
-  Private ROW
-  Water body
-  Bonney Lake City Limits

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations asserted by actual survey. ALL DATA IS 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.



May 12, 2016

Path: \\c:\data\work\2016\chip\_seal\chip\_seal\_2016.mxd



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

<b>Department/Staff Contact:</b> Steve Willadson / Assistant Superintendent Street/Storm	<b>Meeting/Workshop Date:</b> 14 June 2016	<b>Agenda Bill Number:</b> AB16-62
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2527	<b>Councilmember Sponsor:</b> Donn Lewis

**Agenda Subject:** Award Contract to Doolittle Construction, LLC for the 2016 Chip Seal Application

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Contract With Doolittle Construction, LLC For The 2016 Chip Seal Application.

**Administrative Recommendation:** Approve

**Background Summary:** The City solicited quotes for the 2016 Chip Seal Application using the MRSC Small Works Roster on May 13, 2016. We received the following 3 quotes:  
Doolittle Construction, LLC-\$159,679.80, Granite Construction \$188,901.50 and Sierra Santa Fe Corporation \$194,851.18.

Doolittle Construction, LLC has been low bidder for several years and does excellent street chip sealing work. The contract scope of work includes chip sealing of approximately 51,442 square yards and fog sealing of approximately 31,551 square yards. Location of this work is shown on attached map and exhibit "D" spreadsheet.

**Attachments:** Resolution, Exhibit A -Invitation to Quote/Scope of Work, Exhibit B -Quote Sheet, Exhibit D - Chip Seal Quantities, Bid Tabulation, Construction Contract, and Map showing streets to be chip sealed.

**BUDGET INFORMATION**

<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>	<b>Fund Source</b>
\$180,000	\$180,000	\$167,663.79	\$12,336.21	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other

**Budget Explanation:** 301.001.042.595.30.63.01 - Chip Seal Program Street CIP  
\*Striping of Chip Seal areas via Apply-A-Line- additional cost of \$8,570.00.  
Construction contract amount: \$159,679.80 + 5% Contingency in the amount of \$7,983.99 = \$167,663.79.  
Revenue: Streets CIP funds

**COMMITTEE, BOARD & COMMISSION REVIEW**

<b>Council Committee Review:</b>	Community Development	<i>Approvals:</i>		Yes	No
	Date: 7 June 2016	Chair/Councilmember	Donn Lewis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Deputy Mayor	Randy McKibbin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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

**APPROVALS**

<b>Director:</b> <i>Dan Grigsby, P.E</i>	<b>Mayor:</b> <i>Neil Johnson Jr.</i>	<b>Date Reviewed by City Attorney:</b> (if applicable)
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