



Silver Lake Water & Sewer District

REQUEST FOR PROPOSALS SANITARY SEWER PIPE CCTV INSPECTION

Deadline: 4:30 p.m. on Friday, December 20, 2024

Purpose

The Silver Lake Water and Sewer District (District) is soliciting a Request for Proposals (RFP) from vendors interested in performing Closed Circuit Television (CCTV) inspection of sanitary sewer pipes and laterals located within the District.

Background

The District is a water and sewer district formed under RCW Title 57 and located just south of Everett. The District has approximately 18,000 sewer connections in two main basins, 175 miles of sewer main and 24 lift stations. The District does not treat wastewater, but instead conveys sewage to either Everett or King County.

The District has identified approximately 11 miles of PVC installed before 1985, 1 mile of concrete pipe and 0.3 miles of ductile iron sewer pipe, see attached map, as the highest priority for CCTV inspection. Some lateral identification and inspections may also be necessary along the inspection routes. In addition, the District may also utilize the selected vendor for CCTV inspection of development projects and maintenance issues.

The project budget is approximately \$100,000 annually, and the initial Unit Price Contract will be for a total Not-to-Exceed amount of \$200,000. Annual linear footage will be determined by the vendor's cost per linear foot and the District's available budget. The contract term will be from contract execution through December 31, 2026.

Tentative Schedule

Date	Task
December 20, 2024, 4:30 p.m.	Deadline for RFP Submittals
Early January 2025	District Evaluation of Vendor RFP's and Reference Checks
January 2025	Vendor Selection, Contract Preparation
January 25, 2025	Board of Commissioners Award of Contract, NTP

Scope of Work

The Scope of Work will include the following elements:

- Perform CCTV video inspections of assigned District sanitary sewer mains using National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) compliant software.
- Document location, size, and material of existing sewer laterals.
- Preference will be given to vendors utilizing WinCam, Granite Net, Pipe Logix, POSM, or RedZone inspection software.
- Perform CCTV video inspections of any sewer laterals if warranted and approved by the district.
- Contact District representative when encountering mainline or side sewer issues that could cause potential backups or issues, contact list to be provided at the pre-construction meeting.
- Provide traffic control according to *The Manual for Uniform Traffic Control Devices (MUTCD)* to maintain vehicle and pedestrian safety within the public Right-of-Way. See also the following section on Traffic Control.

Deliverables

- Weekly submittals of pipe CCTV inspection videos coded using NASSCO PACP, in a MPEG4 file format and encoded using MPEG4 compression with a minimum resolution of 640 pixels by 480 pixels and a maximum of 1920 pixels by 1080 pixels. The minimum frame rate shall be 24 frames per second. The bitrate shall be a minimum of 2000kb/s and a maximum of 3000kb/s.
 - Each pipe inspection from manhole to manhole shall be an individual video.
 - Each lateral inspection shall be an individual video.
 - Each individual video shall be named with the District's GIS Facility ID and inspection date. See also the following District Responsibilities.
 - <facilityid>-<year>-<month>-<day> <hour>-<minute>-<second>.<fileextension>
 - Example: SM2886-2021-03-23 14-35-53.mpg
- Weekly submittals of pipe inspection data in a NASSCO PACP compliant Microsoft (MS) Access database. In addition to the standard PACP require fields, the following fields shall also be included and completed in the database: Pipe Segment Reference (facility ID provided by District), Upstream MH, Downstream MH, Inspection Date, Inspection Time, Survey Direction, Vendor Name, Inspector's Name, Inspector's Certificate #, Street, City, Project Name (provided by District), Pre-Cleaning, Survey Reason (G), Weather, Pipe Shape, Pipe Material, Pipe Diameter, Pipe Use, Survey Length.
- Observed taps shall be commented in database with the District-provided facility ID. Observed taps without a District-provided facility ID shall be noted as "Missing ID" in the database.

- Weekly submittals of still photos of each observed deficiency shall be provided. Photos shall be named with the District's GIS Facility ID, the observation code, and distance. (SM2711-MMS at 0.0 ft.JPG). Images will be in a JPG file format with a minimum resolution of 640 pixels by 480 pixels and a maximum of 1920 pixels by 1080 pixels.
- PDF file format of a PACP inspection report for each video with a diagram showing the pipe length and location of observations.
 - Each inspection report shall be an individual PDF file
 - Each inspection report shall be named the District's GIS Facility ID and inspection date. The PDF file name shall match the video file name:
 - <facilityid>-<year>-<month>-<day> <hour>-<minute>-<second>.pdf
 - Example: SP2993-2022-03-23 08-02-08.pdf

The attached Exhibit A is an example of the type of PACP Inspection Form and data fields which vendors will be required to input.

All videos shall give clear pictures of conditions of District sanitary sewer facilities showing required cleaning or repairs, obstructions, degradation, or any other structural problems. Videos deemed unacceptable by the District shall be repeated at no cost to the District.

All deliverables shall be uploaded weekly by the vendor to the District's Microsoft SharePoint server. The awarded vendor will be provided a link and access by the District after contract execution.

Traffic Control

It is assumed that most traffic control requirements will consist of applications that do not require a flagger such as shoulder work, mobile operation or low volume roadway per MUTCD Figures 6H-3, 6H-4 or 6H-15. This lower level of traffic control for CCTV inspection shall be considered incidental and included with the bid item prices.

When a full lane closure with flaggers is required for access to the District sewer system, the Vendor shall obtain a traffic control permit from the appropriate Land Use Agency, either the City of Mill Creek or Snohomish County. Submitted traffic control plans should show the method of handling traffic, including all construction signs, flaggers, portable arrow signs, and other traffic control devices necessary except for emergency situations. The traffic control plans shall meet the Traffic Control permit requirements of the permitting agency or agencies whose jurisdiction encompasses the location shown on the inspection maps.

City of Mill Creek

WSDOT standard traffic control plans are applicable examples for development of site-specific Mill Creek traffic control plans. Traffic control permits shall be obtained by the Vendor as required through coordination with City staff or www.mybuildingpermit.com.

Snohomish County

As needed, the Vendor shall obtain a Type “B” Traffic Control permit from Snohomish County Public Works for traffic control within the Snohomish County jurisdiction. See link below for more information and guidance on submittal requirements.

<https://snohomishcountywa.gov/497/Right-of-Way-Permits>

Use of traffic control devices for full lane closures shall be paid for collectively, in units of days in which traffic control devices are being used in fulfillment of an approved Traffic Control Permit. The configuration of traffic control devices is particular to each work site, but generally depends on the functional classification of the roadway where the work occurs. For the purposes of establishing Traffic Control for the Contract, there are two recognized functional roadway classifications, described as follows:

Residential: Residential roadways typically feature low traffic volumes, minimal existing traffic control devices, and are often adjacent to single-family residences or other low-density residential zoning. Pedestrian facilities are typically present, and accessible pedestrian routes shall be maintained.

Arterial: Arterial roadways typically feature high traffic volumes, stop-control or signal-control at intersections, multiple lanes of travel in a given direction, and are often adjacent to commercial, industrial, and high-density residential zoning. Pedestrian facilities are typically present, and accessible pedestrian routes shall be maintained.

Vendor Requirements

The vendor shall:

- Perform CCTV inspections according to current NASSCO PACP standards.
- Provide a NASSCO PACP Microsoft Access database that allows for the import of CCTV inspection data into the District’s CentralSquare EAM database server using EAM’s CCTV Import Tool.
- Provide all supervision, labor, equipment, materials, technical expertise, safety equipment, and service operation to complete the task.
- Be responsible for compliance with all relevant Federal, State, and local regulations and practices, including WA State Industrial Regulations, OSHA, WISHA, L&I worker safety, and confined space entry.
- Have a written safety policy and shall provide to the District upon request.
- Have available a written safety procedure, forms, and equipment for Confined Space Entry and contact a District representative before physically entering District Sewer System.

Subcontractors

If subcontractors are utilized to complete a task it is the responsibility of the vendor to manage and direct subcontracted tasks. Certain work may be subject to prevailing wages according to RCW 39.12.020. If it is determined such work is subject to prevailing wage, the vendor and subcontractor shall comply with all prevailing wage laws and file forms with the Washington State Department of Labor and Industries where applicable.

District Responsibilities

The District shall:

- Provide access to an online GIS map for reference of Facility IDs of all sewer pipes, manholes and laterals. If an asset does not have a Facility ID, such as an unidentified lateral, one will be assigned by the District.
- Clean and jet all sanitary sewer lines and manholes prior to CCTV inspection.
- Procure Right-of-Entry permission and provide notice to private property owners where necessary.

Procedures for Submittal

If interested in responding to this RFP, submit an email to proposals@slwsd.com with the items listed below by 4:30 p.m. on Friday, December 20, 2024. The District will provide an email receipt to confirm your submittal. Emails received after Friday, December 20, 2024, and all paper copy submittals will be disregarded.

1. "CCTV Inspection" in the email subject line
2. Link to the vendor's website and contact person in the email body
3. Attach evaluation Items as pdf or other appropriate file formats. **NOTE: if file sizes are too large to be sent via email, the District will contact you after submittal date and facilitate transfer of the files.** The Evaluation Items should be no more than 10 pages, excluding resumes, example inspection photos, and PACP certifications, and include items A – C listed below:
 - A. **Staffing / Project Organization / Equipment** (3 pages max, excluding resumes and PACP certifications).
 1. **Staffing:** Provide an organization chart showing all proposed team members and their availability to dedicate time to this project. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the District. Provide verification of operator(s) PACP certifications. List any portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors.

2. **Project Organization:** Describe the approach and methods for managing the project, including proposed type of inspection software. Provide a schedule for completing the task defined in the Scope of Work. Demonstrate your team's ability to perform the work within the requested timeframe and established budget.
3. **Equipment:** Provide a list of vehicles and equipment available to complete the bid items, along with their availability to this project. Include model numbers and manufacturers for any equipment entering manholes or sewer pipes.

B. Expertise / Related Public Agency Experience (See Exhibit C) (3 pages max)
Discussion of respondent's experience in sanitary sewer system inspections.

1. Evidence of experience in the services specified in the Scope of Work. The experience listed must be that which was performed by the respondent's staff and/or team's staff that will be assigned to this project. The District will be focusing on the experience of the CCTV operator(s) who will be assigned to this project in using NASSCO PACP coding.
2. List of at least 3 similar projects, whether ongoing or completed within last 5 years, including references. For each project provide:
 - a. Project name, location, and year completed
 - b. Short description of project, including length of pipe, size of pipe, etc.
 - c. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project

C. Submitted Example

The respondent is required to provide:

1. Sample of CCTV inspection video coded using NASSCO PACP, in a MPEG4 file format and encoded using MPEG4 compression with a minimum resolution of 640 pixels by 480 pixels and a maximum of 1920 pixels by 1080 pixels. The minimum frame rate shall be 24 frames per second. The bitrate shall be a minimum of 2000kb/s and a maximum of 3000kb/s.
2. Sample of a NASSCO PACP Microsoft Access Database from a CCTV inspection.
3. Sample submittal of still photo of an observation in JPG format.
4. PDF file of a PACP inspection report with a diagram showing the pipe length and location of observations.
5. Sample Side sewer inspection video and report.

D. Bid Form (See Exhibit D) (1 page): Provide a unit price for all CCTV Inspection items as noted in the bid form. Note that the cost of sewer lateral identification should be included in the item for sewer pipe inspection. Sewer lateral CCTV inspection would be on an as-needed basis.

The unit prices should take into consideration all costs associated with the CCTV inspections, administration, traffic control not requiring a lane closure, and all overhead work required to complete the project.

Selection Process

RFP Evaluation Components/Criteria

The District will use the following point system criteria to evaluate each RFP:

Criteria	Points
A) Staffing / Equipment / Project Organization	Maximum 20 Points
B) Expertise / Public Agency Experience	Maximum 30 Points
C) Submitted Examples	Maximum 20 Points
D) Bid Price	Maximum 30 Points
Maximum Points	Maximum Points 100

Upon completion of the evaluations, the District will determine the most qualified vendor based on all materials and information presented. The District will then begin the contract execution process with the selected vendor, with final approval by the District Board of Commissioners

Any individual or firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The District reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The District reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The District reserves the right to reject any and all proposals at any time, without penalty. The District reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified by e-mail by the District as soon as practical.

Proposals remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

Inquiries

Direct all inquiries regarding this Request for Proposals to Brian Malen, at 425-287-7087 or bmalen@slwsd.com.

Reservations

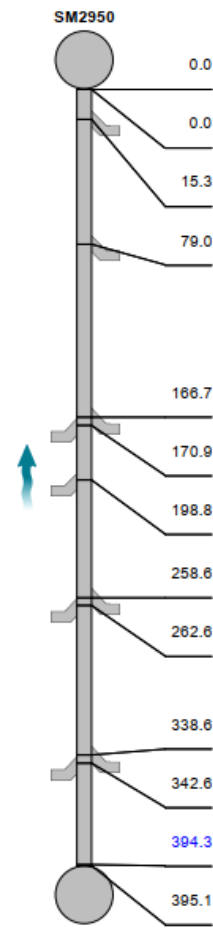
The District reserves the right to reject any and all RFP's and to waive irregularities and informalities in the submittal and evaluation process. This solicitation for vendor services does not obligate the District to pay any costs incurred by respondents in the preparation and submission of an RFP. This solicitation does not obligate the District to accept or contract for any expressed or implied services.

Exhibits

- Exhibit A – Sample PACP Inspection Form
- Exhibit B – Example District Unit Price Contract Form
- Exhibit C – Related Project Experience Form
- Exhibit D – Bid Form
- Exhibit E – Map of CCTV Inspection Priority Areas

EXHIBIT A

PACP Inspection Report

Company Name						
Address						
Tel. (XXX) XXX-XXXX						
Inspection report						
Date: 7/18/2022	Work Order:	Weather: Dry Weather/Wet Ground	Surveyed By:	Certificate Number: 70402652		
Year laid:	Pre-cleaning: Light Cleaning	Direction: Upstream	Pipe Joint Length:	Total Length: 395.1'		
Pipe Segment Ref.: SP1365		Length Surveyed: 395.1'				
City: Everett	Drainage Area:	Upstream MH: SM2677				
Street: 52nd Dr SE	Media Label:	Up Rim to Invert: 0.0				
Location Code: Local rural streets with light traffic	Flow Control:	Downstream MH: SM2950				
Location Details:	Sheet Number:	Down Rim to Invert: 0.0				
Pipe shape: Circular	Sewer Use: Sanitary Sewage Pipe	Total gallons used: 0.0				
Pipe size: 8"	Sewer Category: SEC	Joints passed: 0				
Pipe material: Concrete Pipe (non-reinforced)	Purpose: Sewer System Evaluation Survey (SSES)	Joints failed: 0				
Lining Method:	Owner: Aqualis					
Additional Info:						
1:2982	Distance	Code	Observation	Counter	Photo	Grade
SM2950						
	0.0	AMH	Manhole / SM2950	00:00:00		
	0.0	MWL	Water Level, 5% of the vertical dimension	00:06:38		
	15.3	TFA	Tap Factory Activity at 9 o'clock, dia/height: 6inch / SS4607	00:01:06		
	79.0	TFA	Tap Factory Activity at 9 o'clock, dia/height: 6inch / SS4608	00:03:52		
	166.7	TFA	Tap Factory Activity at 9 o'clock, dia/height: 6inch / SS4609	00:09:16		
	170.9	TFA	Tap Factory Activity at 3 o'clock, dia/height: 6inch / SS4610	00:09:47		
	198.8	TFA	Tap Factory Activity at 3 o'clock, dia/height: 6inch / SS4611	00:11:39		
	258.6	TFA	Tap Factory Activity at 9 o'clock, dia/height: 6inch / SS4612	00:14:39		
	262.6	TFA	Tap Factory Activity at 3 o'clock, dia/height: 6inch / SS4613	00:15:09		
	338.6	TFA	Tap Factory Activity at 9 o'clock, dia/height: 6inch / SS4614	00:19:06		
	342.6	TFA	Tap Factory Activity at 3 o'clock, dia/height: 6inch / SS4615	00:19:50		
	394.3	FC	Fracture Circumferential from 12 o'clock to 12 o'clock	00:23:04	SP1365-F C-394.324 890136719	S2
	395.1	AMH	Manhole / SM2677	00:23:30		
SM2677						
QSR	QMR	QOR	SPR	MPR	OPR	SPRI
2100	0000	2100	2.0	0.0	2.0	2.0
						MPRI
						0.0
						OPRI
						2.0

Company Name Address Tel. (XXX) XXX-XXXX				
Section Pictures - 7/18/2022 - SP1365				
City Everett	Street 52nd Dr SE	Date 7/18/2022	Lateral Segment Reference SP1365	Section No. 7



SP1365-FC-394.324890136719 .jpg, 00:23:04, 394.32ft
Fracture Circumferential from 12 o'clock to 12 o'clock

EXHIBIT B

UNIT PRICE SERVICES AGREEMENT

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between Silver Lake Water and Sewer District, a municipal corporation ("District"), and _____, a Washington [Corporation, LLC, etc] ("Vendor") (individually a “Party” and collectively the “Parties”), for the purposes set forth below.

1. Scope of Services. Vendor shall provide services to the District under the terms of this Agreement for the following Project: 2025 CCTV Inspection Services ("Project"). The scope of services is more fully described on Exhibit A attached hereto and incorporated herein by this reference.

2. Term and Payment.

Two-Year Unit Price Agreement. The duration of this Unit Price Services Agreement shall be two years from the Effective Date of the Agreement as defined herein. The Agreement may be renewed for an additional one-year term at the election of the District. If the District elects to extend the Agreement, it will give the Vendor 30 calendar days prior written notice of the District’s intent to extend the term of this Agreement.

Compensation. District shall pay the Vendor for the time and materials devoted to the Project as consideration for the performances of the services set forth on Exhibit A, not to exceed the amount of Two Hundred Thousand Dollars (\$200,000.00), including Washington State Sales Tax.

Payment. The Vendor shall do all work and furnish all tools, materials and equipment necessary to accomplish the scope of work ordered by the District. The agreed unit prices for the various items that comprise the scope of work under this Agreement are described in Exhibit A, the terms of which are incorporated by reference as if fully restated here. Vendor shall submit a detailed monthly billing for all services and describing in reasonable detail the services rendered, and applicable unit prices charged for work under this Agreement including any fees and expenses for additional services authorized by the District. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.

Unit Price Work. The Vendor shall do all work and furnish all tools, materials and equipment at the unit prices described in Exhibit A to this Agreement.

3. District Agreement. The District hereby promises and agrees with the Vendor to employ and does employ the Vendor to provide the materials and to do and cause to be done the work described in Exhibit A.

4. Vendor Agreement. The Vendor hereby agrees to fully perform the work and all terms and upon all conditions as contained in this Agreement.

5. District Option To Extend. This Agreement shall expire one year after the Effective Date as provided herein. At the District's sole discretion and option, the District may extend this Agreement for an additional year by giving written notice to the Vendor 30 days prior to this Agreement's one-year expiration date.

6. Work Orders And Completion Deadlines. The District will provide written specifications and instructions to the Vendor for the work to be performed (the "Work Order"). The Work Order will reference this Agreement, the requested scope of unit price work, and the District's requested schedule for completion. The Vendor will respond to the District concerning each Work Order in a timely manner but in all cases within 2 calendar days of Vendor's receipt of the Work Order. The Vendor's response shall be in writing (via email or facsimile) and will detail any requested modification of the Work Order. Failure to request modification shall be deemed acceptance of the Work Order and the conditions of this Agreement.

7. Unit Prices. The unit prices included herein and contained in Exhibit A include all costs associated with the work, including, but not limited to, labor, materials, equipment, overhead, and profit together with all administrative and permit and regulatory costs, unless otherwise mutually agreed in writing.

8. Prevailing Wages. To the extent Vendor's work constitutes improvement or maintenance to District property the Vendor shall pay prevailing wages as required by Washington statute and shall comply with RCW 39.12 and RCW 49.28. Washington statute requires that a Notice of Intent to pay prevailing wages and Affidavit of Wages paid must be filed for each year of a unit price Agreement. A schedule of prevailing wages applicable to the Project may be found at the following website:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

The Department of Labor and Industries ("L&I") publishes new rates on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The applicable prevailing wage rate for this Agreement shall be the rate in effect on the Effective date of this Agreement and the effective date of a one-year extension if the District exercises its option to extend.

Notice of intent to pay prevailing wages and prevailing wage rates for the Project shall be posted for the benefit of the workers.

9. Bonding and Retainage. Bonding (RCW 39.08) and retainage (RCW 60.28) shall not be required for work performed under this Agreement.

10. Changes. The District may issue a written change to the work or other direction or determination (a "change order") during the performance work required under this Agreement. If the change order results in additional time or additional expense to the Vendor, the District will determine an equitable adjustment to the time and compensation due to the Vendor. If the Vendor determines, for any reason, that an adjustment of the time of performance or compensation is necessary to any portion of its work due to a change order, oral directive or determination, or other factors, the Vendor must submit a written request for and equitable adjustment to the District within five (5) calendar days of the date the Vendor knew or should have known of the facts and

events giving rise to the requested adjustment. If in response to the Vendor's timely request for an equitable adjustment the District determines that a change order, oral order or directive, or any other event or occurrence has increased or decreased the Vendor's costs or time for performance, the District will make an equitable adjustment to the time and compensation due the Vendor. The District and Vendor will attempt, in good faith, to reach agreement on all equitable adjustments. If the parties are unable to agree, the District will determine the equitable adjustment based upon reasonable costs and time associated with the event or occurrence giving rise to the Vendor's equitable adjustment request. If the Vendor fails to timely request a change order, equitable adjustment, or any other adjustment of the time or price of the work as required by this paragraph and within the time frame allowed, the Vendor waives any right to make any request for equitable adjustment or other adjustment to the time or compensation under this Agreement for that portion of the work. If the Vendor disagrees with any change order, instruction, decision, or other determination of the District, the Vendor must provide a written protest in the form and manner provided in this Agreement. Failure to protest as provided herein is a complete waiver of any right to equitable adjustment or other adjustment of the time or compensation provided in this Agreement.

Procedure and Protest by Vendor. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the District, including any direction, instruction, interpretation, or determination by the District, the Vendor shall, within five (5) calendar days, provide a signed written notice of protest to the District that states the date of the event, occurrence, or circumstance giving rise to the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined. The Vendor shall keep complete records of extra costs and time incurred as a result of the protested work. The District shall have access to any of the Vendor's records needed to evaluate the protest. If the District determines that a protest is valid, the District will adjust the payment for work or time by an equitable adjustment. If the District determines the protest is partially or wholly unjustified the District will inform the Vendor of its decision in writing within a reasonable period of time.

If and only if the Vendor has met all claim and notice provisions for protests and claims as provided in this Paragraph 10, any lawsuit by the Vendor to pursue additional compensation, additional time, or other relief related to this Agreement must be filed in Snohomish County Superior Court within one hundred (120) calendar days from the date the work is accepted by the District.

11. Termination. The District may terminate this Agreement at any time for convenience and without cause. In the event of a termination for convenience, payment will be made to the Vendor for acceptable work performed through the date of termination in accordance with this Agreement. Vendor shall also be entitled to receive any equitable amount for partially completed items of acceptable work (in the event of unit price work) and for the return or disposal of materials. No payment will be made for defective or otherwise unacceptable work. Regardless of whether this Agreement is terminated for cause or for convenience, the Vendor shall have no claim against the District for loss of anticipated profits on work not performed by the Vendor or for consequential damages. In the event of a termination for cause is found to be improper, it shall be deemed to be a termination for convenience.

12. Defective or Unauthorized Work. Vendor shall perform all work in a workmanlike manner and in accord with the highest industry standards. The District reserves the right to withhold payment from the Vendor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the District's written approval.

13. Environmental Regulations. The Vendor shall comply with all applicable federal, state and local environmental statutes, regulations, ordinances and rules, including but not limited to 42 USC 4321 et seq.; 33 USC 1111 et seq.; and RCW's 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197.11.

14. Safety. The Vendor shall be responsible to comply with all requirements of WAC 296-24 and WAC 296-155 and other applicable safety regulations for the protection of laborers and facilities during the course of the work. Violations of safety regulations and related safety standards shall be considered a material breach of this Agreement and a basis for termination of the Agreement for cause.

15. Washington Law/Venue. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit relating to this Agreement shall exist exclusively in Snohomish County Superior Court.

16. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

17. Schedule of Work. Vendor shall commence the performance of its services under this Agreement in accord with the instructions of each Work Order issued by the District.

18. Independent Vendor. Vendor is an independent contractor and not an employee of the District. Vendor shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any sub-contractor. No personnel employed by Vendor shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Vendor or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local law to undertake the work performed by them.

19. Insurance Requirements.

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

No Limitation -- The Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage

provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance -- The Vendor's 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured Agreement. 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The District shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the District 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.

Minimum Amounts of Insurance -- The Vendor shall maintain the following insurance limits:

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

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

Other Insurance Provision -- The Vendor'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 District. Any insurance, self-insurance, or self-insured pool

coverage maintained by the District shall be excess of the Vendor's insurance and shall not contribute with it.

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

Verification of Coverage -- The Vendor shall furnish the District 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 Vendor before commencement of the work. Upon request by the District, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all sub-contractors' coverage.

Sub-Contractors' Insurance -- The Vendor shall cause each and every sub-contractor to provide insurance coverage that complies with all applicable requirements of the Vendor-provided insurance as set forth herein, except the Vendor shall have sole responsibility for determining the limits of coverage required to be obtained by sub-contractor. The Vendor shall ensure that the District is an additional insured on each and every sub-contractors' Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation -- The Vendor shall provide the District and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance -- Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of Agreement, upon which the District may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the Agreement 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 District on demand, or at the sole discretion of the District, offset against funds due the Vendor from the District.

20. Indemnification. The Vendor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

However, 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 Vendor and the District, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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.

21. Standard of Care. Vendor's services and work shall be performed in a workmanlike manner with the level of care, skill and competence of the Vendor's profession in accordance with the highest industry standard for professional services at the time the services are rendered.

22. Right of Entry. District shall provide for the right of entry of Vendor and its sub-contractors and all necessary equipment in order to complete the services under this Agreement.

23. Compliance with Codes and Standards. Vendor's services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Vendor renders its services.

24. General Provisions.

a. Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

To the District:

Silver Lake Water and Sewer District
15205 41st Ave SE
Bothell, WA 98012
Attn: General Manager

To the Vendor:

b. Entire Agreement. This Agreement and its Exhibits contain the entire understanding between the District and Vendor relating to the services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.

c. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

d. Assignment. Neither Party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon the respective successors and assigns of the parties hereto. This Agreement is made only for the benefit of the District and Vendor and successors in interest and no third party

or person is intended as a beneficiary of this Agreement or to otherwise have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

e. Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in Snohomish County Superior Court, Snohomish County, Washington.

f. Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

g. Effective Date. The effective date of this Agreement shall be the date that this Agreement has been signed by authorized representatives of both parties hereto.

SILVER LAKE WATER AND SEWER
DISTRICT
("DISTRICT")

("VENDOR")

By _____
Typed Name _____
Its _____

By _____
Typed Name _____
Its _____

Address: _____
Phone: _____
Date: _____

Address: 15205 41st AVE SE
Bothell, WA 98012
Phone: (425) 337-3647
Date: _____

EXHIBIT C – RELATED PROJECT EXPERIENCE

Project Name	
Contracting Entity	
Location	
Year Completed	
Short Description	
Name(s) and Contact Information of Contracting Entity	

Project Name	
Contracting Entity	
Location	
Year Completed	
Short Description	
Name(s) and Contact Information of Contracting Entity	

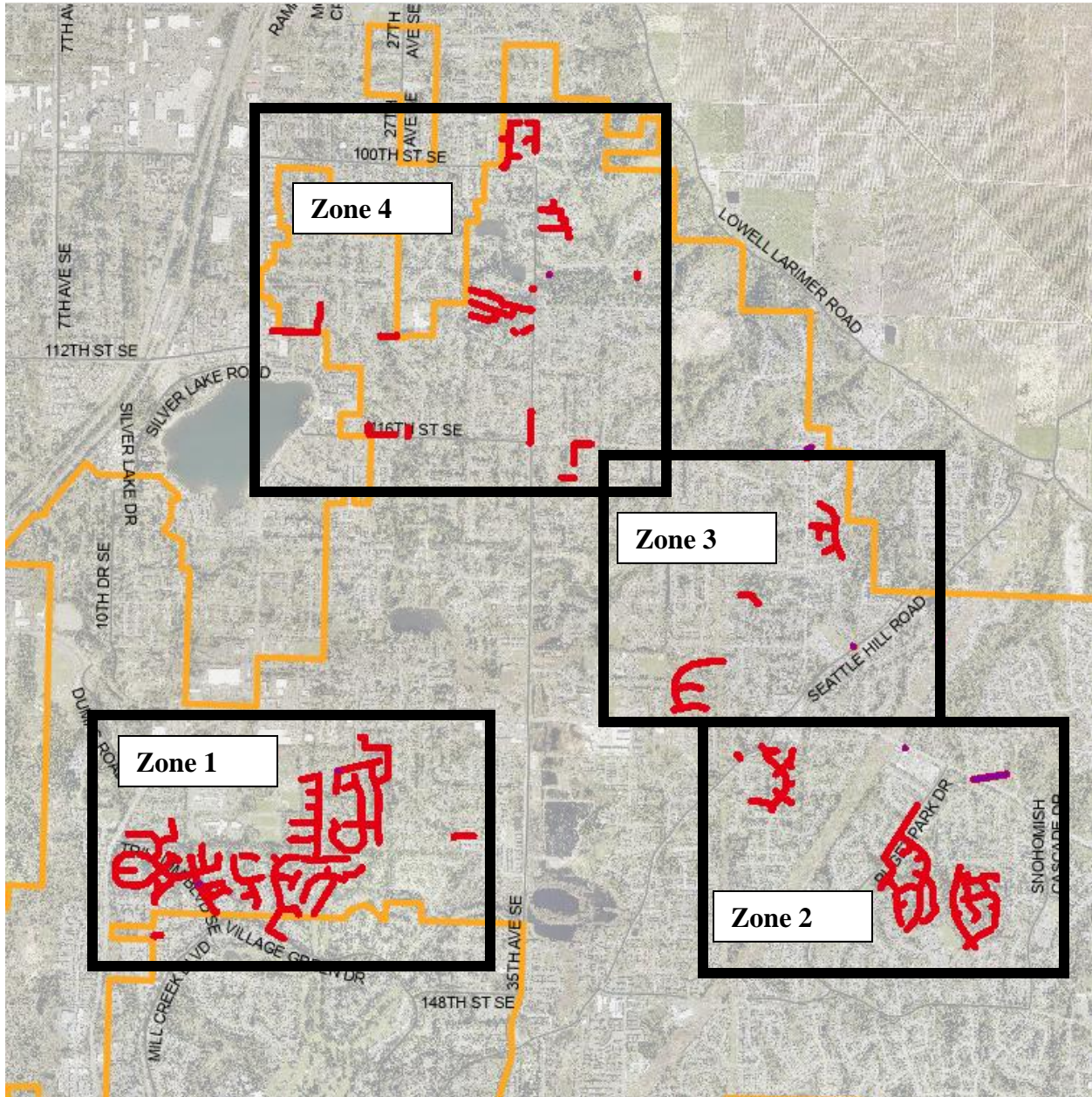
Project Name	
Contracting Entity	
Location	
Year Completed	
Short Description	
Name(s) and Contact Information of Contracting Entity	

EXHIBIT D – BID FORM

Item No.	Item Description	Bid Quantity	Unit	Bid Price (Figures)	Total Amount
Division 1 – Initial Contract					
A1	CCTV Sewer Pipe Inspection	65,000	LF		
A2	CCTV Sewer Lateral Inspection	25	EA		
A3	Traffic Control Labor (Prevailing Wage Minimum)	112	Hour		
A4	Traffic Control Devices, Residential	5	Day		
A5	Traffic Control Devices, Urban Arterial	2	Day		
Division 2 – On Call Rates					
B1	On Call Rates CCTV	TBD	Per Hour		
B2	On Call Rates Data Management	TBD	Per Day		

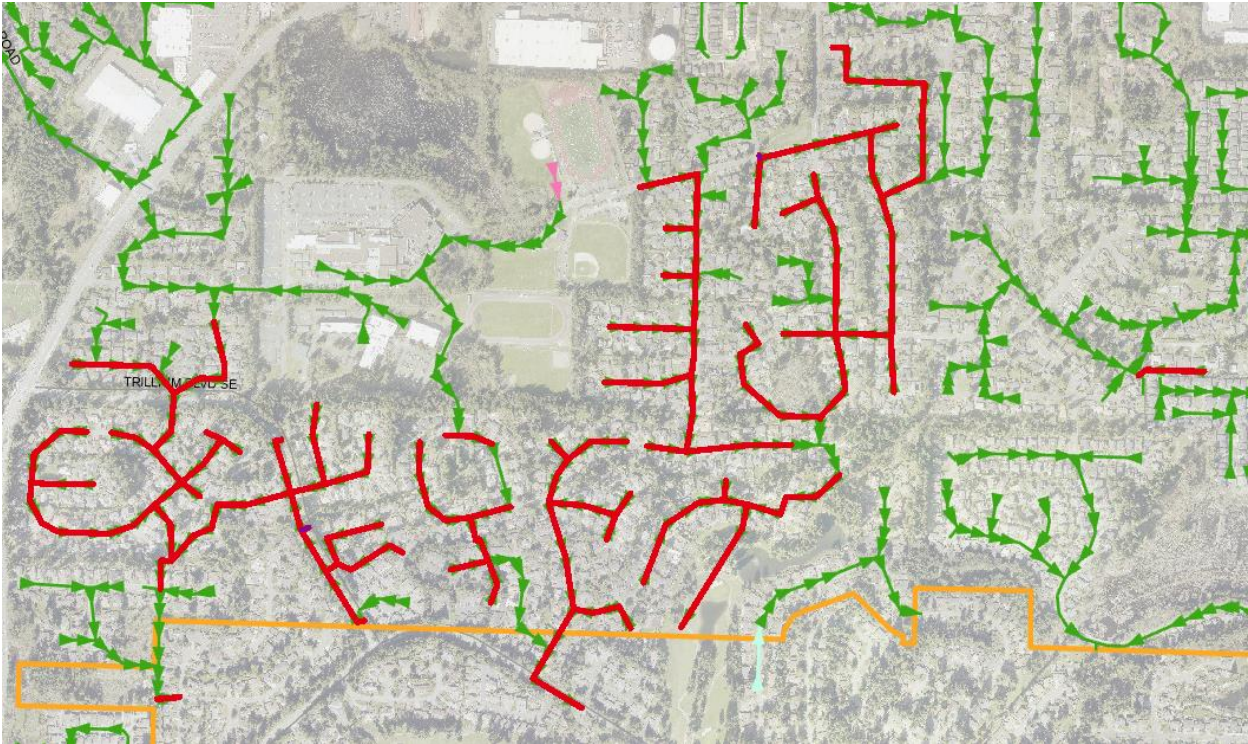
EXHIBIT E

Map of CCTV Inspection Priority Areas



Main scope of CCTV lines

Zone 1 Map



Zone 2 Map



Zone 3 Map



Zone 4 Map

