

# **CASCADE WATER ALLIANCE**

# **Request for Proposals (RFP)**

# for SCADA/Security Maintenance of White River Lake Tapps Reservoir Equipment

# Issue Date: 4/11/23

Pre-Submission Meeting				
Pre-Submission Meeting Location: Cascade Administration Building 2111 E Valley Highway, Sumner, WA	Date: 04/19/2023	Time: 9 AM to Noon		
Contact Person	for Questions	•		
Questions should be directed only to: Henry Chen Capital Projects DirectorTelephone number: (425) 283-0367 Email address: hchen@cascadewater.org				
Deadline for Submi	Deadline for Submission of Questions			
Questions must be submitted to the individual named above no later than: 04/26/2023 at 4 PM				
Place and Deadline for Sul	omission of Qua	alifications		
Submit Proposals to: Cascade Water Alliance 520 112 <sup>th</sup> Ave. NE, Suite 400, Bellevue, WA 98004 Attn: Henry Chen	Date: 05/04/2023	Time: 4 PM (Pacific Time)		



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# I. <u>ANNOUNCEMENT OF REQUEST FOR PROPOSALS</u>

Cascade Water Alliance ("Cascade") is soliciting Requests for Proposals ("RFP") to provide routine, scheduled equipment maintenance and related services for the White River Lake Tapps Reservoir Project SCADA/Security equipment, recently upgraded in 2018 and 2022. The related services include unscheduled fault rectification and minor system add-ons. Proposers must demonstrate experience and satisfactory performance with engagements of similar scope by key personnel assigned.

This RFP process is being performed to assure that Cascade obtains the services of a qualified service provider in the most effective and efficient manner.

The availability of this RFP was advertised on April 11, 2023 in the *Tacoma News Tribune* and in the *Daily Journal of Commerce*. The RFP and any related documents are also available at Cascade's website, <u>www.cascadewater.org</u>.

### A. Description of Cascade Water Alliance

Cascade is a municipal corporation organized under the authority of the Joint Municipal Utilities Services Act, chapter 39.106 of the Revised Code of Washington to provide wholesale water supply to meet the current and future water supply needs of its Members.

- <u>Members:</u> Members include the following:
  - City of Bellevue
  - City of Issaquah
  - City of Kirkland
  - City of Redmond
  - City of Tukwila
  - Sammamish Plateau Water and Sewer District
  - Skyway Water and Sewer District
- <u>Governance:</u> Cascade is governed by a Board of Directors represented by each of its Members. All Board Members are elected officials of their respective Member organization. Day-to-day management is provided by Cascade's Chief Executive Officer.
- <u>Water Supplies and Facilities:</u> Cascade currently utilizes a combination of local groundwater supplies owned and operated by its Members and regional water supplies. Cascade operates and maintains certain infrastructure on behalf of its Members (e.g. the Bellevue Issaquah Pipeline). In addition, Cascade has wholesale water contracts with the City of Seattle and the City of Tacoma, as well as ownership of the White River/Lake Tapps Reservoir Project purchased from Puget Sound Energy in 2009 ("Project"). The Project, constructed in 1911,



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consists of facilities once utilized in hydro-power generation via water diverted from the White River near the town of Buckley, Washington. The Project is comprised of the Lake Tapps Reservoir, as well as numerous dikes, inlets, fish screens, a diversion dam and approximately 7.5 miles of pipes, flume and canal.

### B. Background

In 2018 and 2023, Cascade Water Alliance completed electronic security upgrades at six sites ("Sites") within the Project boundaries. These Sites, shown on Attachment A, are as follows:

- Headworks
- Tunnel Intake
- Powerhouse
- Valve House
- Pipeline Intake
- Fish Screen

All Sites report to a 24-hour monitoring station located in the Powerhouse. The head end for both the Access Control System ("ACS") and Closed Circuit Television and Video Management System ("CCTV/VMS") is located at the Powerhouse. S2 is the platform for the ACS and AxxonSoft is the platform for the CCTV/VMS. A detailed list of equipment for the Maintenance Program is provided in Attachment B.

The intent of the Maintenance Program is to mitigate the possibility of security equipment failure by performing regular maintenance checks, which includes inspection, adjustment, and minor repair to all components. The Maintenance Program also includes the provision of emergency service call outs to the Sites to address security equipment issues. The Maintenance Program will not include emergency call outs for equipment listed Attachment B as under warranty through January 2025, so long as that equipment remains under warranty with the original contractor.

### C. Scope of Work

The selected Proposer shall provide services for this Maintenance Program as described below:

- 1. Preventative Maintenance, and
- 2. Fault Rectification
- 3. Minor System Add-Ons, as required by the Cascade

The equipment to be maintained as part of the Maintenance Program ("Equipment") is all equipment required to successfully operate the ACS and the CCTV/VMS at the Sites, includes the existing equipment listed in the Attachment B to this RFP. Cascade intends



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Form Revised November 20, 2013 34647 to select one firm based on this RFP process to perform the following tasks under the management of Cascade's Capital Projects Director:

- 1. <u>Preventative Maintenance</u>: The successful Proposer will be responsible for the provision of Preventative Maintenance service two (2) times per year on the Equipment located at all six Sites described in the Background.
  - a. Within ten (10) business days of each site visit, the service provider shall provide a detailed record of their findings and recommendations during the visit.
  - b. Visits must be scheduled in advance with Cascade.
  - c. Attachment B to this document provides detail for the existing Equipment.
  - d. Attachment C to this document provides a checklist of anticipated activities to be conducted per site visit. The service provider shall provide, for Cascade Water Alliance approval, detailed check sheets that include the work undertaken on each visit. These check sheets shall also indicate:
    - i. place, date, and time of maintenance visit;
    - ii. persons performing the maintenance;
    - iii. specific task undertaken for each device;
    - iv. findings for each device or system;
    - v. remedial tasks undertaken on the visit, and
    - vi. recommendations if required for further work.
  - e. The service provider will be compensated for all costs associated with Preventative Maintenance services consistent with the pricing schedule submitted by the Proposer (Attachment D).
- 2. <u>Fault Rectification</u>: Except for those Equipment components identified in Exhibit B as under warranty until January 2025, the successful Proposer will respond to system faults for the Equipment located on the six Sites on a call out basis.
  - a. Call outs will be designated as critical or non-critical by Cascade, based on the impact the event has on the ability of Cascade to perform its day to day business.
  - b. Critical issues will require a guaranteed response time of four (4) hours.
  - c. Non critical Equipment problems will be responded to within two (2) business days.
  - d. If a critical piece of Equipment cannot be replaced or repaired on the initial call out, the service provider shall notify Cascade prior to leaving the Site of a plan of action to address the concern.
  - e. Faults will be notified on the Fault Report Form, to be developed by the service provider.
  - f. The service provider will be able to provide a status report on any given fault or issue immediately upon request, and will provide annual trend reports that document the number of issues opened and closed over the previous 12 months.



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- g. The service provider will be compensated for Fault Rectification Services consistent with the pricing schedule submitted by the Proposer (Attachment D).
- h. The service provider will provide Fault Rectification Services for all Equipment after January 2025, or earlier if requested by Cascade.
- 3. <u>Minor System Add-Ons</u>: The successful Proposer may be asked to supply and install new equipment and parts at any of the six Sites on a task order basis. Task orders will not be issued for work (inclusive of all labor, parts, and equipment) in excess of \$40,000.
  - a. The service provider will be compensated for task order work consistent with the pricing schedule submitted by the Proposer (Attachment D).
  - b. The service provider will be compensated at cost for all equipment listed in Attachment C, including cameras, POE switches, access control panels, and wireless radios and antennas, plus any mark-up listed on the pricing schedule submitted by the Proposer (Attachment D). Cascade reserves the right to purchase equipment to be installed by the service provider.

Where Equipment is added or deleted from the system during a Preventative Maintenance visit or a Fault Rectification visit, the service provider shall update all necessary documentation, including but not limited to As Built drawings, operations and maintenance manuals, and interactive icons and other relevant information within the access software.

The service provider shall be responsible for identifying all faults associated with the systems and control links associated with the system (the Cascade WAN), and for reporting to and liaise with Cascade to ensure that the system is restored to full operation as quickly as possible. For Equipment listed in Attachment B as under warranty until January 2025, Cascade intends to direct fault rectifications to the original contractor under said warranty.

All goods and materials used by the service provider in carrying out the obligations of the Maintenance Program shall be of the highest standard and quality and in full compliance with the requirements of the original equipment manufacturer's recommendation; all replacements shall be new and of a manufacturer's revision level not less than that of the part to be replaced. When replacement parts are fitted, these shall become the property of Cascade Water Alliance.

The service provider shall be responsible for providing the servicing equipment, and all tools, test equipment, spares, goods and materials in fulfilling the Maintenance Program.



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## D. Pre-Submission Meeting

Those interested in responding to the Request for Proposals (RFP) are strongly encouraged to participate in a Pre-Submission Meeting to be held on the date, time, and at the place indicated on page 1 of this RFP. Failure to attend the Pre-Submission Meeting will not relieve the firm of any responsibility for information provided at that time.

# II. <u>SUBMITTAL AND EVALUATION PROCESS</u>

Each Proposer's proposal must be organized by discrete sections corresponding to the evaluation criteria and in the order listed below, and must include an index to assist Cascade in reviewing all proposals received. Proposers are further advised that lengthy or wordy submissions are not necessary (30 page maximum plus cover letter). Nevertheless, proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the proposal not scoring high enough to be considered further.

### A. Submittal Requirements and Evaluation Criteria

The proposals must include and will be reviewed and scored by Cascade based on the following weighted evaluation criteria.

Evaluation Criteria	Maximum Points
<ol> <li><u>Cover Letter:</u> Please submit a cover letter of not more than two pages that summarizes your experience in providing the services described in this RFP, addressing, at a minimum, the following:</li> </ol>	5
a) A high level summary of your firm's relevant qualifications.	
<ul> <li>b) The size of your firm and discuss your firm's capability to manage projects as anticipated by this RFP.</li> </ul>	
c) Your firm's historical workload and how this would impact your ability to perform work as contemplated by this RFP.	
d) The name and contact information of the individual in your firm that Cascade should contact regarding questions about your proposal. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address.	



	e) Acknowledgement that you have received any addenda issued to the RFP, as posted on Cascade's website.	
2)	<u>Background of the Firm:</u> Provide a brief description and history of your firm (the number of years it has been in business, areas of specialization(s), number of employees, location of offices, and other applicable services offered). List the experience and history of any subconsultants included in your statement. Discuss your firm's financial and organizational stability.	5
3)	<u>Relevant Experience of the Firm:</u> Demonstrated expertise and experience of the firm (and/or sub-consultants) in successfully completing similar projects as described in this RFP, preferably in western Washington State, including your experience, if any, with Cascade's facilities.	20
4)	<u>Staff Experience and Availability:</u> A description of the staff proposed (employees and/or sub-consultants) for performing any work as outlined in this RFP that may be assigned, that demonstrates relevant experience from other projects. Include a copy of the resume of the firm's primary contact person for Cascade activities and the resume for any other key personnel who will be assigned to perform work for Cascade. Describe their relevant background, experience, qualifications, and availability (including their ability to respond on an emergency basis).	25
5)	<u>Project Approach:</u> The Proposer should demonstrate solid understanding of the proposed scope of work with a clear, concise description of the services to be performed and a responsive schedule.	15
6)	<u>Pricing Schedule:</u> Provide a pricing schedule for Preventive Maintenance services, Fault Rectification services, and equipment costs for the first year of the Contract, as well as the optional second and third years of the Contract. Pricing should be listed in the form provided in Attachment D.	30
7)	•	0



8) <u>References:</u> Provide three (3) references of clients who a with the work of the firm, and for whom work was perfectosely resembles the work described in this RFP. Cited should include project name, reference name, title, project current contact telephone number. Cascade reserves the conduct reference checks as part of evaluating proposals in evaluating the suitability of the firm for a particle assignment. In the event that information obtained reference checks reveals concerns about the firm for a particle conducting reference checks, Cascade may include reference if the firm has performed work for Cascade, even did not identify Cascade as a reference. Likewise reserves the right to check references for the firm from ot even if they were not identified by the firm as reference proposal submitted.	formed that references ect role, and the right to s as well as icular work d from the firm's past required by ct a firm. In itself as a en if the firm e, Cascade ther clients,	0
	otal Points	100

### B. Format Requirements

- Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the firm and should be marked with the name of this RFP as indicated on page 1 of the RFP.
- The bound proposal should be in an 8 1/2" by 11" format, using a minimum 12 point type size.
- Cascade strongly encourages the use of recycled and recyclable materials in the submission of proposal.
- Firms are encouraged to "double side" the printing of their proposal; however, for the purposes of any page limitations of the proposal outlined in the RFP, one side of a printed page is considered one page. Cascade will not review or evaluate pages in an proposal that are in excess of any RFP page number limitation for a specific section of the proposal.

#### C. Evaluation Process

Cascade will select, if at all, one Proposer whose qualifications, in the sole judgment of Cascade: best meets the requirements set forth in this RFP; is the most advantageous to Cascade based on the evaluation criteria set forth herein; and is in the best interest of Cascade. The proposals will be reviewed by an evaluation committee and the highest rated firms may be invited to an interview.



Cascade Water Alliance RFP for SCADA/Security Maintenance Services WRLTR Page 9 of 24 Grounds for rejecting proposal as non-responsive include late submittals, missing information or addenda, qualifications that do not meet the minimum requirements or do not address all areas identified by Cascade.

## III. GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

By submitting a response to this RFP, the Proposer certifies that the proposal and any additional materials are genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Proposer has not induced or solicited others to submit a sham proposal, or to refrain from submitting a proposal.

# A. Time and Place for Submittal

One (1) original and four (4) bound copies, as well as one (1) electronic copy (CD or USB), of the proposal and any additional materials must be submitted to Cascade Water Alliance, 520 112<sup>th</sup> Ave. NE, Suite 400, Bellevue, WA 98004, Attn: Henry Chen no later than the deadline listed on page 1 of the RFP. Faxed or e-mail submittals will not be accepted.

Firms are responsible for ensuring receipt of the proposal at the designated place and by the deadline stated above. Submittals received after the deadline will not be accepted. Cascade will not be liable for delays in delivery of proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Proposals may be delivered in person or by a delivery service. No oral, fax, electronic (e.g. e-mail), or telephonic proposals will be accepted. Firms are responsible for ensuring that Cascade receives the proposal at the designated location by the deadline set forth above.

Date	Description	
See page 1 of RFP	Issue Date of RFP	
See page 1 of RFP	Pre-Submission Meeting	
See page 1 of RFP	Deadline for Submission of Questions	
4/28/23 (4 PM)	Deadline for Cascade's Response to Questions Asked	
See page 1 of RFP	Proposals Submittal Date (Due Date)	
5/9/23 and 5/11/23	Dates of possible interviews	
5/24/23	Recommendation to Cascade's Board for Award	
6/1/23	Cascade's and Successful Firm's Execution of Contract	
6/1/23	Commencement of Services Under the Contract	

### B. Anticipated Schedule (Dates subject to change by Cascade)

### C. Contact with Cascade



Cascade Water Alliance RFP for SCADA/Security Maintenance Services WRLTR Page 10 of 24 All questions or requests for clarification must be made only to the Designated Cascade Contact Person identified on page 1 of this RFP, and must be submitted no later than the deadline listed on page 1 of this RFP. Other than the Designated Cascade Contact Person, Proposers shall not directly or indirectly contact any Cascade Board Member or employee of Cascade in connection with this RFP, the selection process, or the contract contemplated herein. Contact with anyone at Cascade other than the Designated Cascade Contact Person may result in the firm being disqualified from further consideration.

### D. Addenda

Cascade will issue addenda to this RFP to respond to any questions received by Cascade and/or to modify the terms of the RFP. All addenda will be posted on Cascade's website at <u>www.cascadewater.org</u>. It is the responsibility of the Proposers to check the website for any addenda to this RFP before submitting their proposal.

### E. Cost of Preparation

Cascade will not reimburse Proposers for any costs involved in the preparation and submittal of a response to this RFP.

### F. Contract

The contract shall be for a term that ends December 31, 2024. Cascade's anticipated budget for the work in the first term of this contract is \$90,000. Cascade shall have the option to renew or extend the contract term for up to two (2) additional years at its sole discretion. Cascade's anticipated annual budget for the work in during the additional one-year terms is \$60,000.

Cascade intends to utilize its standard Maintenance Agreement for this project. The Agreement is included as Attachment E to this RFP. Cascade Board action may be required to authorize the Chief Executive Officer to execute the contract. Cascade reserves the option, based on any dissatisfaction with the successful Proposer's performance, to solicit qualifications from other firms.

### G. Insurance

Prior to execution of a Contract for services under this RFP, the successful firm will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in Cascade's standard Maintenance Contract and referenced on Cascade's website as applying to this RFP. Any proposed deviations from the standard insurance coverage requirements must be included within the proposal.



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### H. Rights Reserved by Cascade

This RFP does not obligate Cascade to accept or contract for any expressed or implied services. Cascade reserves the following rights:

- 1. To waive as an informality any irregularities in proposals and/or to reject any or all proposals.
- 2. To extend the date for submittal of responses and to change or modify the RFP schedule at any time.
- 3. To request additional information and data from any or all firms.
- 4. To supplement, amend, or otherwise modify the RFP through addenda issued.
- 5. To cancel this RFP with or without the substitution of another RFP.
- 6. To reissue the RFP.
- 7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the proposals.
- 8. To reject any proposals in the event that Cascade's analysis of the firm's financial status and capacity indicates, in Cascade's judgment, that the firm is not able to successfully perform the work.
- 9. To cancel the RFP process in the event only one proposals is received by the deadline.
- 10. To establish a revised deadline for submission of proposals in the event only one proposal is received by the deadline.

### I. Public Disclosure

- 1. <u>Property of Cascade:</u> Proposals submitted to Cascade shall become the property of Cascade and shall not be returned to the firm.
- Proposals are Public Records: Pursuant to Chapter 42.56 RCW, proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by Cascade.
- 3. <u>Public Records Exemption:</u> Any proprietary information included in the proposal that the firm wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the proposal. In addition, the firm must provide the legal basis for the exemption to Cascade.



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- 4. <u>Proposals Not Marked as Confidential:</u> If a proposal does not clearly identify the confidential portions, Cascade will not notify the firm that its proposal will be made available for inspection and copying.
- 5. <u>Process for Disclosing Information</u>: If a request is made for disclosure of material or any portion marked "Confidential" by the firm, Cascade will notify the firm of the request and allow the firm ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the firm fails or neglects to take such action within said period, Cascade may release the portions of the proposal deemed subject to disclosure.
- 6. <u>Indemnification by Firm</u>: To the extent that Cascade withholds from disclosure all or any portion of firm's documents at firm's request, firm shall agree to fully indemnify, defend and hold harmless Cascade from all damages, penalties, attorneys' fees and costs Cascade incurs related to withholding information from public disclosure.
- 7. <u>No Claim Against Cascade:</u> By submitting a proposal, the firm consents to the procedure outlined in this section and shall have no claim against Cascade because of actions taken under this procedure.

### J. Diversity

Cascade is committed to providing the maximum practicable opportunity for participation by minority business enterprises, women business enterprises, and veteran owned businesses in its contracts through direct contracts with Cascade, or sub-consulting. However, no minimum level of participation by such firms will be required as a condition for entering into a contract.

### K. Basic Eligibility

The successful firm must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful firm must not be debarred, suspended, or otherwise ineligible to contract with Cascade.

### L. Approval of Sub-Consultants

Cascade retains the right of final approval of any sub-consultant of the selected firm who must inform all sub-consultants of this provision.

### M. Other Contracts

During the original term and all subsequent renewal terms of the contract resulting from this RFP, Cascade expressly reserves the right, through any other sources available, to



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## N. Funding Availability

By responding to this RFP, the firm acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

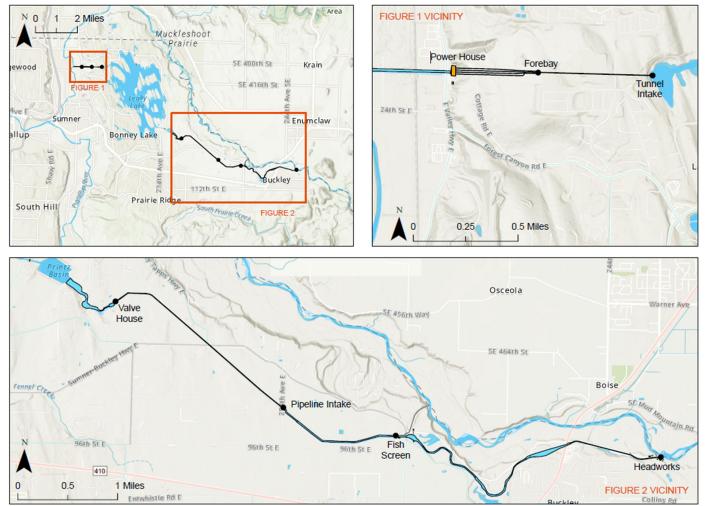
### Attachments:

- A. Site Map
- B. Existing Equipment
- C. Preventative Maintenance Checklist
- D. Pricing Schedule
- E. Standard Ordinary Maintenance Agreement for Cascade Water Alliance

# END OF RFP INSTRUCTIONS



ATTACHMENT A - SITE MAP



Cascade Water Alliance, Lake Tapps, WA, March 2021



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# ATTACHMENT B – EXISTING EQUIPMENT

#### Equipment listed in red/bold/italics under warranty until January 2025 Headworks

System	Equipment	Count	Type/Manufacturer (if available)
ACS	Gate Reader	8	
	Door Reader	2	
	Controller	4	
IP Cameras	AXIS Security IP Camera	15	Count 4: Axis Q1942-E Count 3: Axis Q6055-E Count 2: Axis Q1615 Mk II Count 1: Axis Q1765- LE Count 4: Axis M3037 Count 1: Axis M5525- E
Intercom	Remote Station	1	Aiphone IX-DF
Wireless Tran.	Antenna/Radio	3	Firetide 7010

### Powerhouse

System	Equipment	Count	Type/Manufacturer
ACS	Door Reader	7	
	Door Contact (no CR)	3	
	Controller	1	S2
IP Cameras	AXIS Security IP Camera	7	Count 3: AXIS Q6055- E Count 1: AXIS Q7401



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			Count 1: AXIS P5624- E-MkII
			Count 2: AXIS Q6155- E
			Count 1: AXIS P1378
Head End	NVR	1	S2 NETVR-700
	Access Server	1	S2-EXT-16-RM
	Workstation	1	Dell Precision 3260
	VMS Server	1	AxxonSoft VMS Software
	VMS Workstation	1	AxxonSoft VMS Remote Client
Intercom	Master Station	1	Aiphone IX-MV
	Remote Station	1	Aiphone IX-SS

### Tunnel Intake

System	Equipment	Count	Type/Manufacturer
IP Cameras	AXIS Security IP	1	AXIS Q6055-E
	Camera		
Other	Intercom Speaker	1	Axis

### Valve House

System	Equipment	Count	Type/Manufacturer
IP Cameras	AXIS Security IP Camera	2	AXIS Q6155-E

# Pipeline Intake

System	Equipment	Count	Type/Manufacturer
IP Cameras	AXIS Security IP Camera	1	AXIS Q6155-E



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System	Equipment	Count	Type/Manufacturer
IP Cameras	AXIS Security IP Camera	7	AXIS Q6155-E



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### ATTACHMENT C – ANTICIPATED PREVENTATIVE MAINTENANCE VISIT CHECKLIST

1 VMS (Video Management System) Software

- Check if date and time are correct in menu setup and correct for any faults.
- View quality of playback/retrieved images to ensure that recording has taken place.
- Check functionality and clean exterior of server.
- Verify the recording parameters for all cameras on the system. Parameters include scheduling, alarms, frame rate, compression.
- Comment on video storage.
- Test search functionality.
- Provide day and night archived images from each camera in the PM report.
- Check VMS software for any errors/messages as well as archive condition and record used space vs. available space.
- Create backup and store somewhere secure (CWA's choosing)
- Check server logs for any Windows/OS warnings/errors as well as any application warnings and errors.
- Check server historical stats such as max/min/average CPU and RAM usage as well as CPU/GPU temperatures.
- Perform network bandwidth test to ensure it still functions to specs.
- Backup server image using some sort of backup software.
- Check firewall settings and perform firewall updates, if necessary.
- 2 CCTV Thermal Cameras (per camera)
  - Inspecting field of view for desired coverage.
  - Focusing camera correctly on points.
  - Adjust and clean cameras and housings.
  - Check general condition of wiring (damage, burnt, loose).
  - Confirm view and archive off site.

### 3 CCTV - PTZ Cameras

- Inspecting field of view for desired coverage.
- Test and confirm response to associated thermal alarms.
- Test and confirm response to associated ACS events.
- Motion detection properly configured.
- Focusing camera correctly on points confirm home position and tours.
- Test PTZ controls.
- Adjust and clean cameras and housings.



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- Check general condition of wiring (damage, burnt, loose).
- Confirm view and archive off site
- 4 CCTV Fixed Cameras Inspecting field of view for desired coverage.
  - Motion detection properly configured.
  - Test and confirm response to associated ACS events.
  - Focusing camera correctly on points.
  - Adjust and clean cameras and housings.
  - Check general condition of wiring (damage, burnt, loose).
  - Confirm view and archive off site
- 5 CCTV Other
  - Verify operation of the IP speaker located at the Tunnel Intake.
- 6 CCTV Monitors Check functionality and clean exterior.
  - Check and clean connections.
  - Check general condition of wiring (damage, burnt, loose).
  - Ensure no burn in or distortion.
- 7 CCTV PC's
  - Check and ensure software is appropriate version, properly licensed and updated.
  - Confirm with client log in and Windows permissions
  - Check functionality of keyboard, mouse.
- 8 CCTV Radio
  - Confirm data transmission, antenna alignment from wireless points to switch.
  - Track firmware updates for hardware and update firmware to keep current.

9 Head End - ACS

- Ensure software is licensed and up to date.
- Check network connection to remote sites.
- Check if date and time are correct in menu setup and correct for any faults. Ensure times within the ACS match those on the NVR.
- Check all events and alarms are reporting properly.
- Check that video clips are attaching to the alarms within the ACS.
- 10 ACS Reader and Door Operation
  - Check each card reader for valid/invalid read operation
  - Test/check system is properly indicating alarms on door forced, door held open
  - Ensure alarms and events are occurring within the software.
  - Check seals on exterior equipment.



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- 11 ACS Other Devices
  - Check operation of door contacts, security key switches, motion detectors, and glass breaks. Ensure reporting to the head end.
  - Test powered, card reader-controlled gate operation at Headworks.

12 ACS – Locks/Cyberlocks

- Visually inspect and test all electronic locking mechanisms to ensure doors are properly closing and securing
- Carry out any minor adjustments, troubleshooting, or repairs required
- 13 ACS Panels
  - Check firmware for latest versions.
  - Inspect wiring and connections, dress as necessary.
  - Test back up batteries for charge

The checklist above is a sample, but the tasks indicated are considered the anticipated services to be completed during each Preventative Maintenance Visit. Proposers may recommend additional services appropriate for the Preventative Maintenance program in their proposal.



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### ATTACHMENT D – PRICING SCHEDULE

#### **1. Preventative Maintenance Visits**

ITEM	SYSTEM/DEVICE	Unit	Year 1	Year 2	Year 3	Total
1	Head End – NVR	Each Visit				
2	CCTV - Thermal Cameras	Each Visit				
3	CCTV - PTZ Cameras	Each Visit				
4	CCTV - Fixed Cameras	Each Visit				
5	CCTV – Other	Each Visit				
6	CCTV - Monitors	Each Visit				
7	CCTV – PC	Each Visit				
8	CCTV – Radio	Each Visit				
9	Head End – ACS	Each Visit				
10	ACS – Reader and Door	Each Visit				
	Operation					
11	ACS - Other Devices	Each Visit				
12	ACS – Locks	Each Visit				
13	ACS – Panels	Each Visit				
14	Include pricing and anticipated frequency for any recommended tasks included in Attachment C					
		Total:				

The service provider shall be paid for specific services provided at each visit pursuant to pricing schedule and consistent with the terms of the Contract.

### 2. Fault Rectification Visits

ITEM	UNIT	COST
Emergency (4 Hour) Call Out Rate	HOURLY	
Non-Emergency Call Out Rate	HOURLY	



#### 3. Minor System Add-ons (if assigned by task order)

ITEM	UNIT	COST
Fully Loaded Labor Rate – 2023	HOURLY	
Fully Loaded Labor Rate – 2024	HOURLY	
Fully Loaded Labor Rate – 2025	HOURLY	
Fully Loaded Labor Rate – 2026	HOURLY	

Include a list of direct non-salary and reimbursable expenses not included in the fully loaded labor rates that the service provider would charge for task order work issued by Cascade.

**4. Equipment Unit Costs** (for Fault Rectification or Minor System Add-ons)

EQUIPMENT (1)	MARK UP PERCENTAGE	HOURS ESTIMATE (2)
Axis Thermal Camera		
Axis PTZ Camera		
Axis Fixed Camera		
S2 Controller		
Card Reader		
Firetide Antenna		

(1): The service provider will be reimbursed at cost for equipment, plus the mark-up percentage (if any) listed above.

(2): Include estimated number of hours required for install of that piece of equipment. The service provider will be compensated at hourly rates identified in Proposal, but Cascade will use these estimates for budgeting purposes.



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# ATTACHMENT E

[Insert Ordinary Maintenance - Services Contract Sample]

CASCADE WATER ALLIANCE Form Revised November 20, 2013 34647

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#### ATTACHMENT E

Casca	de Water Alliance
Contra	act No. :
Title:	

#### **ORDINARY MAINTENANCE - SERVICES CONTRACT**

THIS MAINTENANCE-SERVICES CONTRACT (this "Contract") is by and between CASCADE WATER ALLIANCE ("CASCADE"), a municipal corporation and \_\_\_\_\_\_ a \_\_\_\_\_ corporation ("CONTRACTOR"), referred to collectively as the "Parties."

In consideration of the terms and conditions contained in this Contract and attached to it, the parties agree as follows:

- 1. Effective Date. The Effective Date of this Agreement is \_\_\_\_\_\_.
- 2. <u>Project</u>. Contractor shall perform and complete all Work and furnish all tools, materials, and equipment for Cascade's maintenance project known as \_\_\_\_\_("Project") in accordance with and as more fully described in the Scope of Work described in <u>Exhibit 1</u> hereto. Except as expressly provided elsewhere in this Contract, any and all modifications or revisions to Exhibit 1 (including, but not necessarily limited to, additions, deletions and extensions) must be in writing and signed by both Parties.
- 3. <u>Work</u>. The term Work, as used in this Contract, means the work and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract as more fully set forth in <u>Exhibit 1</u>. Contractor shall have sole and exclusive control over the means and methods of its Work and shall be solely responsible for planning, scheduling, coordinating, executing and completing the Work in accordance with its chosen means and methods.
- 4. <u>Term</u>. The Term of this Contract shall commence on the date both Parties have executed this Contract by authorized representatives and shall continue in effect until all obligations, requirements or obligations of the Parties have been completed or satisfied unless this Contract is terminated earlier in accordance with the terms of this Contract.
- 5. <u>Compensation</u>. Contractor shall be paid for the performance of the Work at the rates and fee levels specified in <u>Exhibit 2</u> ("Compensation"), which attachment is incorporated herein by reference. Contractor's Compensation include all labor (inclusive of overtime), materials, profit, fee, taxes (other than WSST), mobilization, travel, overhead, administrative, and permit and regulatory costs required for or incurred in connection with the completion of this Work, as provided in <u>Exhibit 2</u>. Compensation for the Work shall not exceed the total compensation amount set forth on Exhibit 2 without the prior written approval of Cascade.
- 6. <u>Work by Subcontractor</u>. Contractor may, with prior written authorization from Cascade, contract with one or more qualified subcontractors ("Subcontractor Agreement") to perform a

Cascade Water Alliance Ordinary Maintenance – Services Contract - Sample Form Revised June 22, 2021 48728 1 of 15 portion of the Work; provided, however, that Contractor shall remain solely responsible to Cascade for all performance under this Contract and, provided further, that Cascade shall have no responsibility for the review or supervision of the work of any subcontractor or for any payment to any subcontractor. All Subcontractor Agreements shall require the subcontractor to comply with the invoicing, insurance, prevailing wages, suspension of work, audit, documentation, confidentiality and return of records obligations imposed on Contractor by this Contract. No subcontractor shall be deemed to be a third party beneficiary of this Contract or to have any other rights under this Contract. Cascade hereby authorizes Contractor to use the subcontractors listed on Exhibit 4, which attachment is incorporated herein by reference.

- 7. <u>Payment Terms</u>. Compensation shall be payable in the following manner: On or before the 26<sup>th</sup> day of each month, Contractor shall submit a detailed monthly invoice for all services provided describing in reasonable and understandable detail the services completed during the previous month, the progress of the services, and the requested payment in an amount proportionate to the services completed. Cascade shall pay the invoice within thirty (30) days after approval of the invoice. Contractor shall provide written notice to Cascade that submission of invoices reach 80% of the total Compensation authorized under the Contract. The final invoice must be submitted within thirty (30) days of completion of all Work authorized under the Contract.
- 8. Completion Deadline/Liquidated Damages. Contractor shall commence Work under this Contract upon receipt of notice to proceed from the Owner. The Project must meet Substantial Completion no later than . "Substantial Completion" shall mean the stage in the progress of the Work where Cascade has full and unrestricted use and benefit of the facilities for the purpose intended; all systems and parts of the Work are functional; utilities are connected and operate normally; only Punch List (as defined below) or minor correction or minor repair remains to complete all applicable Contract requirements; and at Cascade's option, the Contractor has provided all applicable occupancy permits and easement releases. If the Project does not meet Substantial Completion by such date, then, because of the difficulty in computing the actual damages to the Owner arising from any delay in completing the Project Work, the parties determine in advance, it is agreed by the parties that Contractor shall pay the Owner \$ for each calendar day that the work remains incomplete after expiration of the specified Substantial Completion date. The Owner at its option may withhold the liquidated damages from payments otherwise due. The parties agree that such amount represents a reasonable forecast of the actual damages the Owner will suffer by failure of the Contractor to meet Substantial Completion of the Work within the agreed upon time. The execution of this Contract constitutes acknowledgement by the Contractor that the Contractor has ascertained and agrees that the Owner will actually suffer damages in the above amount.

When the Contractor considers that all Work has reached Substantial Completion, the Contractor shall give notice to the Owner and Owner shall promptly inspect the Work. If the Owner agrees that the Work has reached Substantial Completion, the Owner will issue a Certificate of Substantial Completion and prepare a list of items to be completed or corrected

("Punch List"). When the Owner determines that those Punch List items have been completed or corrected by the Contractor, the Owner shall make a determination that the Work has reached Final Completion. "Final Completion" shall be achieved when all Punch List work has been successfully performed by the Contractor in accordance with the Contract. If the Project has not reached Final Completion within thirty (30) days after attainment of Substantial Completion, or within the time otherwise identified in the Punch List, then the Owner may assess actual out-of-pocket costs against the Contractor for failure to achieve Final Completion in a timely manner.

The Owner will declare "Final Acceptance" when the Contractor has completed all of its obligations under the Contract, inclusive of submission of all documentation by law or by the Contract. Any obligations of Contractor to indemnify the Owner and/or provide insurance shall survive Final Acceptance.

- 9. Force Majeure. The term, "Force Majeure," as used in this Contract, shall mean the following: (a) the global coronavirus pandemic generally known as COVID-19 or (b) an event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and Cascade and is limited to the following: natural disasters declared by the governor of Washington or President of the United States, including but not limited to earthquakes; acts or omissions of any government entity acting within its governmental capacity; fire or other casualty for which a Contractor or its Subcontractors and/or Suppliers party are not responsible; quarantine, pandemic or epidemic; strike or defensive lockout; and, unusually severe weather conditions (any of the following that stops the Work from progressing as scheduled: daily rainfall equal to, or greater than, 2.0 inches in a 24 hour period; ice; snow; and other adverse weather conditions).
  - a. When Contractor experiences a delay caused by an act of Force Majeure, Contractor shall only be entitled to an extension to the Contract time. No change to Compensation shall be allowed as a result of an act of Force Majeure.
  - b. Notwithstanding anything herein to the contrary, the Contract time will not be adjusted on account of impacts or delays caused by COVID-19 rules, regulations or government orders in existence at the time of bid submission. The Contract time will be adjusted if compliance with any new rule, regulation or government order not in existence at bid submission causes an unavoidable delay to Substantial Completion. In no case shall the Project Cost be adjusted for delays resulting from COVID-19 rules, regulations or government orders.
- 10. <u>Warranty</u>. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials. Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to Cascade all written warranties related to the Work performed and equipment installed. Contractor guarantees payment of all obligations incurred in this Work. The warranty period shall be for two (2) years from Final Acceptance.

- 11. <u>Prevailing Wages</u>. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until Cascade receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.
- 12. <u>Bond</u>. Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the Owner on account of such defects, discovered within one (1) year after Final Acceptance by the Owner. If this Contract is for less than \$150,000, then at the option of the Contractor the Owner may retain 10% of the Contract amount, in lieu of a bond, for a period of thirty days after the date of Final Acceptance or as provided for under RCW 39.08.010.
- 13. <u>Nondiscrimination</u>. Contractor shall, in all hiring or employment made possible or resulting from this Contract, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, or other circumstances prohibited by federal, state or local law or ordinance, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any

services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

14. <u>Indemnification</u>. Contractor shall defend, indemnify, and hold harmless Cascade, its board of directors, officers, managers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind (including any suits or claims made by or for the benefit of Contractor's employees or their survivors) on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the sole negligence of Cascade.

For the purposes of this indemnification, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. Contractor further agrees to require its consultants, subcontractors, and suppliers and their consultants, subcontractors and suppliers to similarly indemnify and hold Contractor harmless and waive immunity under Title 51 solely for the purposes of this indemnification.

Pursuant to RCW 4.24.115, to the extent liability for Indemnified Claims (including defense obligations) were caused or result from the concurrent negligence of (a) the Indemnified Parties and (b) Contractor or the Contractor's agents or employees, the indemnity and defense obligations under this Agreement shall be limited to the extent of the Contractor's negligence.

The provisions of this paragraph shall survive the expiration or termination of this Contract.

- 15. <u>Consequential Damages</u>. In no event and under no circumstances shall Cascade be liable to Contractor or its officers, agents, representatives, employees and subcontractors for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation, or for any other economic, consequential, indirect, or special damages.
- 16. <u>Liability Insurance Coverage/Liability Limitation</u>. Contractor will, at Contractor's sole expense, obtain insurance as specified on <u>Exhibit 3</u>.

Contractor shall also cause all subcontractors (if allowed by this Contract) to carry such policies and with such limits as shown on <u>Exhibit 3</u>. Cascade shall be named as an additional insured to the extent indicated on Exhibit 3 on all policies carried by Contractor and each subcontractor; and such additional insured endorsement shall not limit the completed operations coverage.

Contractor agrees to provide Cascade with certificates of insurance evidencing the required coverage before execution of any work or service under this Contract. In the event Contractor fails to maintain, or require its subcontractors (if allowed by this Contract) to maintain, insurance policies in compliance with this provision, Cascade may in its discretion either purchase such insurance coverage and charge the premium to Contractor or terminate this Contract for breach.

17. Job Safety/Housekeeping. Contractor shall at its cost take all reasonable precautions for the safety of all employees or other persons who may be involved in the Project, as well as visitors and third parties such as government officials. Contractor shall also establish and enforce all reasonable safeguards for safety and protection including posting signs and other warnings against hazards and promulgating safety regulations. Contractor shall designate a qualified and responsible employee at the Project whose duty shall be to supervise plant safety, project safety, prevention of fires and accidents and the coordination of such activities as shall be necessary. In order to protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations shall apply, without limitation, to all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply.

There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the work may be considered a breach of this Contract.

- 18. <u>Compliance with Codes and Regulations</u>. Contractor shall comply with all applicable statutes in performing Project Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Contractor performs work, inclusive of water safety/quality laws and regulations.
- 19. <u>Permits, Taxes, Temporary Functions</u>. Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of this Contract. Contractor shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its work, including but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagman, drinking water, storage, ventilation and heat.
- 20. <u>Suspension of Contract</u>. Cascade reserves the right to suspend this Contract, at any time, with or without cause, by giving ten (10) days prior written notice to Contractor. The time for completion of the remaining Work shall be extended by the number of days the Work is suspended by Cascade, unless both Parties can mutually agree upon a new completion time. In the event the period of suspension exceeds ninety (90) days, the terms of this Contract shall be subject to renegotiation; provided, however, that if such renegotiation of a mutually acceptable replacement contract has not occurred within one hundred eighty (180) days after suspension ("Renegotiation Period"), then either Party may terminate this Contract upon ten (10) days prior written notice, provided further, that the failure to renegotiate this Contract within the Renegotiation Period shall not be construed as a breach of the Contract by either Party. Contractor shall be entitled to receive just and equitable compensation for any satisfactory Work completed prior to the date of suspension.
- 21. <u>Termination for Default</u>. If Contractor: (1) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (2) fails to diligently prosecute work according to the Project schedule; (3) causes, by act or omission, stoppage, delay, or interference of the Work; (4) fails to correct or repair any damaged or defective work or materials; (5) fails to comply with any provisions of this Contract; (6) becomes insolvent or adjudged bankrupt; (7) fails to comply with applicable regulations; or (8) fails to make prompt payment to lower tier subcontractors or suppliers, then Cascade may terminate this Contract upon written notice to the Contractor. Contractor shall be entitled to receive just and equitable compensation for any satisfactory Work completed prior to the date of termination.
- 22. <u>Termination for Convenience</u>. Cascade may terminate this Contract for convenience upon providing Contractor with seven (7) days written notice. Any right of convenience termination shall be in addition to, not in replacement of, any and all rights and remedies a Party may have for breach of the Contract by the other Party. In the event of convenience termination, Contractor shall be entitled to receive only such compensation as is allowed

under this Contract for any satisfactory Work completed prior to the date of termination and shall not be paid any costs, fees, markups or profit on the terminated part of the Contract.

23. <u>Additional Work</u>. Cascade may desire to have Contractor perform work or render services in connection with the Project other than that Work provided for by the express intent of this Contract. Any such work or services shall be considered as additional work, supplemental to this Contract. Authorized additional work will be compensated for in accordance with a written supplemental or new contract between Contractor and Cascade.

#### 24. General Provisions.

a. <u>Notices</u>. Any notice or demand desired or required to be given under this Contract 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:

Cascade:	Contractor:	
Cascade Water Alliance		
520 112th Ave. NE Suite 400		
Bellevue, WA 98004		
Attn:	Attn:	

- b. <u>Entire Agreement</u>. This Contract and its attachments contain the entire understanding between Cascade and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.
- c. <u>Modification</u>. No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.
- d. <u>Waiver</u>. 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 Contract.
- e. <u>Assignment</u>. Neither party shall assign, transfer or otherwise dispose of this Contract 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 Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Contract is made only for the benefit of Cascade and the Contractor and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.

- f. <u>Severability</u>. If any term, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.
- g. <u>Dispute Resolution</u>. As a condition precedent to filing suit on any dispute between the Parties arising under or relating to this Contract, the Parties shall attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through good faith negotiation within thirty (30) days of the commencement of such negotiations, the Parties shall hire an independent, trained and mutually acceptable mediator to mediate the dispute. If the Parties cannot agree upon a mediator within ten (10) days, either party may petition a judge of the Superior Court of King County to appoint such a mediator. The cost of the mediator will be shared equally by the Parties. The mediation shall be conducted in Bellevue, Washington or Seattle, Washington as determined by Cascade.
- h. <u>Jurisdiction/Law</u>. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.
- i. <u>Attorneys' Fees</u>. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

CASCADE:

CONTRACTOR:

CASCADE WATER ALLIANCE, a Washington municipal corporation

By:	By:
Name:	Name:
Its:	Its:
Date:	Date:

# EXHIBIT 1 – SCOPE OF WORK

#### EXHIBIT 2 – COMPENSATION

Cascade will pay Contractor for such Work:

Hourly Rate*:	\$ per hour, but not to exceed \$
Fixed Sum:	A total of \$; to be paid per invoice schedule.
Other:	\$, for all materials, overhead, administrative, permit and regulatory costs, and other expenses incurred under this Contract

\* If compensation is paid on an hourly, not-to-exceed basis, hours counted for payment include only those hours in which actual, on-site Work is performed and must be verified by detailed payroll records kept on a daily basis.

### EXHIBIT 3 –INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Contract insurance as described below.

#### I. Required Minimum Scope of Insurance

Coverage shall include:

- A. <u>Commercial General Liability:</u> Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) to be maintained for so long as any Work or Service is performed by Contractor, plus an additional six (6) years from completion of such Work or Service.
- B. <u>Automobile Liability</u>: Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- C. <u>Workers' Compensation</u> insurance as required by the State of Washington.
- D. <u>Employers' Liability</u> coverage or Stop Gap Liability coverage.
- E. <u>Professional Liability</u> insurance (errors and omissions) on a claims-made basis to be maintained retroactive from inception of any Work or Service under this Contract through completion of any such Work or Service, plus an unlimited extended reporting period ("tail policy"). If an unlimited tail policy is not available, compliance with Section VI is required.
- F. <u>Pollution Liability</u>: Contractors' Pollution Legal Liability and/or Asbestos Legal Liability at Cascade's option if requested.

### II. Required Minimum Limits of Insurance

Contractor shall maintain limits no less than:

А.	<u>Commercial General</u> <u>Liability</u> : (Including operations, products and completed operations.)	<b>\$2,000,000</b> per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
B.	Automobile Liability:	<b>\$1,000,000</b> per accident for bodily injury and property damage.

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C.	Workers' Compensation	As may be required by the State of Washington.
D.	Employers' Liability:	<b>\$1,000,000</b> each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
E.	Professional Liability	At Cascade's option, <b>\$2,000,000 per claim f</b> or professional services,
F.	<u>Contractors Pollution -</u> <u>Asbestos Legal Liability</u>	At Cascade's option, <b>\$2,000,000</b> each occurrence - <b>\$1,000,000</b> policy aggregate, including errors and omissions.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions (1) shall be the sole financial responsibility of Contractor and (2) must be declared to and approved by Cascade. At the option of Cascade, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Cascade, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Cascade guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. Other Insurance Provisions

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

- 1. Cascade, its officers, officials, employees, and volunteers are to be covered as additional insureds (a) with respect to liability arising out of automobiles and boats owned, leased, hired or borrowed by or on behalf of the Contractor and (b) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- 2. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects Cascade, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Cascade, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after forty-five (45) days prior written notice has been provided to Cascade.
- V. Pollution Liability Insurance

The Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. The definition of Pollution shall include microbial matter, including mold.

#### VI. Claims Made

If General Liability, Contractors' Pollution Legal Liability and/or Asbestos Pollution Liability and/or Professional Liability coverages are written on a "claims-made" form:

- 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work or substantial completion of construction, whichever is later.
- 3. If coverage is canceled or non-renewed, and not replaced with another claimsmade policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work or substantial completion of construction, whichever is later.
- 4. A copy of the claims reporting requirements must be submitted to Cascade for review.
- VII. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to Cascade. Exception may be made for any State Compensation Insurance Fund when such is not specifically rated.

#### VIII. Verification of Coverage

Contractor shall furnish Cascade with endorsements effecting coverage required by this Contract. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on the insurance industry forms as indicated previously unless the insurance company will not use such forms, in which case such forms must be pre-approved by Cascade. All endorsements are to be received and approved by Cascade before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

#### IX. Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

#### X. Subcontractors

Cascade Water Alliance Ordinary Maintenance – Services Contract - Sample Form Revised June 22, 2021 48728 13 of 15 Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, unless Cascade at its option waives such requirements.

EXHIBIT 4 – APPROVED SUBCONTRACTORS