

**CITY OF LAKE FOREST PARK
SERVICES AGREEMENT
Agreement Title: 2023 Catch Basin Inspection and Data Collection
Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Ventilation Power Cleaning, Inc. (the "Contractor"), is dated this _____ day of _____ 2023.

Contractor Business: Ventilation Power Cleaning, Inc.

Contractor Address: 3914 Leary Way NW, Seattle, WA 98107

Contractor Phone: 206-634-2750

Contact Name: John Linn

Contractor e-mail: john@ventilationpower.com

Federal Employee ID No.: 91-0843303

Authorized City Representative for Jeffrey Perrigo
this contract:

WHEREAS, the City published an Invitation to Bid on the contract on March 4, 2023 and received six (6) bids in response;

WHEREAS, pursuant to the invitation of the City, the Contractor submitted a bid proposal containing an offer; and

WHEREAS, the City has determined that the Contractor's offer was the lowest responsive and responsible offer submitted;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Contractor. The City retains the Contractor to provide the services described in Exhibit A incorporated herein, for 2023 Catch Basin Inspection and Data Collection Services ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Contractor shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be John Linn. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than August 1, 2023 unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Contractor shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Contractor for the Work in Exhibit A, including all services and expenses, shall not exceed fifty thousand, nine hundred, twenty-one Dollars and twenty-five cents (\$50,921.25) as shown on Exhibit B, which shall be full compensation ("Contract Price") for the Exhibit A Work. Contractor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Contractor and sub-contractors.

B. Contractor shall be paid in such amounts and in such manner as described in Exhibit B.

C. Contractor shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Contractor shall send electronically to ap@cityofflp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Contractor shall submit all reports and other documents specified in Exhibits A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work. If Contractor fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Contractor's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Contractor ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Contractor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Contractor actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Contractor shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Contractor, the Contractor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Contractor agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of Contractor's employees. As to such claims and with respect to the City only, Contractor waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONTRACTOR.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Contractor" includes employees, agents, representatives sub-contractors; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

8. Insurance.

A. Contractor shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Contractor's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Contractor's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each sub-contractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Contractor performs any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

C. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Contractor insurance in the name of the Contractor and deduct the cost of providing and maintaining such insurance from any sums due to Contractor under this Agreement, or the City may demand Contractor to promptly reimburse the City for such cost.

9. Independent Contractor. The Contractor is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Contractor shall not acquire any rights or status regarding the City.

10. Employment. The Contractor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Contractor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Contractor's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Contractor shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Prevailing Wages. The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this

Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

15. Waiver. Any waiver by the Contractor or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

16. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

17. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Contractor.

18. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

19. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Jeffrey Perrigo, Public Works Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

20. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

21. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written

**CITY OF LAKE FOREST PARK
WASHINGTON**

By: _____
Jeff Johnson, Mayor

CONTRACTOR:

By _____

Its:

Date	Date:
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date:	

EXHIBIT A
SCOPE OF WORK

EXHIBIT A - SCOPE OF WORK

A. Location

1. All Work will be performed within the incorporated limits of the City of Lake Forest Park, WA.
2. All Work is expected to occur on public property including City right of way and City-owned parcels. If Work must be performed on private property, the City will obtain Right of Entry from property owners prior to the Contractor's execution of the Work.
3. References herein to the "Work site" are meant to refer to the locations of existing City-maintained catch basin structures where the Contractor will perform the Work. These catch basin locations are shown on the GIS map accessible at this link:
<https://lfp.maps.arcgis.com/apps/mapviewer/index.html?webmap=de42a9542c1f46629f835412ab2ea7a0>
4. Work may be required on uneven terrain, steep slopes, and at other locations that may be difficult to access. However, Work sites are assumed to be accessible on foot and without the need for extensive brush clearing or other site preparation work.

B. General Requirements

1. The Contractor shall perform Work in accordance with these General Requirements. Unless stated otherwise, the cost(s) of any sort whatsoever that may be required to conform to these General Requirements shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
2. The normal hours of Work applicable to this contract shall be eight hours per day within a timeframe beginning no earlier than 7:00 AM and ending no later than 5:00 PM. Normal working hours shall occur Monday to Friday, excluding the following City-observed holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

3. The Contractor shall provide supervision of the Work and shall ensure:
 - I. Personnel engaged in the Work shall be qualified and appropriately certified or licensed to perform tasks assigned to them.
 - II. Crews assigned to perform Work shall be appropriately sized (number of crew members) and equipped to complete the Work efficiently and in accordance with contract's quality, safety, and other requirements.
 - III. Tools and equipment used to perform Work shall be of sufficient design, size, and condition to complete the Work efficiently and in accordance with contract's quality, safety, and other requirements.
4. Protection of Work and Property

- I. The Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously during the Contract Time and not be limited to normal working hours.
- II. The Contractor shall perform the Work in non-destructive fashion and shall restore any damage caused to City or private property to the satisfaction of the property owner at the Contractor's sole expense.
- III. The Contractor shall furnish, install, implement, and maintain all necessary safeguards for protection of human health and safety, property, and the environment during performance of the Work. Required safeguards include, but are not limited to:
 - a) Fences, railing, barricades, lighting, posting of warning signs, and other warnings against hazards.
 - b) Operational and occupational health and safety practices established by industry standards and applicable regulations (e.g. OSHA, WISHA). The Work is expected to be performed from the ground surface. If confined space entry into structures is required to complete Work, separate payment for this service shall be made under Bid Item #2.
 - c) All temporary work zone traffic control measures that may be necessary to effect the safe and orderly diversion of vehicular, pedestrian, and bicycle traffic around the Work site. Temporary traffic control shall comply with the latest revision of Part VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). If the use of traffic control flaggers is required, separate payment for this service shall be made under Bid Item #2. Special temporary work zone traffic control requirements for the Contract include:
 - i. Road closures shall not be implemented as a traffic control measure without the City's prior authorization.
 - ii. Work within principal arterials, including Ballinger Way NE (SR-104) and Bothell Way NE (SR-522), shall not be performed during the peak traffic volume hours of 7:00-9:30 AM and 2:30-5:00 PM, Monday through Friday.
 - iii. Contractor shall confirm schedule for Work on principal arterials with DPW prior to initiating this Work. DPW will provide notification of transit agencies as required.

5. Contract Management and Administration

- I. Prior to beginning the Work, the Contractor's Project Manager and at least one crew member assigned to complete Work shall attend a two-hour Contract kickoff meeting with DPW staff at City Hall.
- II. Contractor shall prepare invoices documenting the invoicing period/timeframe, the quantity of Work performed per Contract Task (see Section C) within the invoicing period, and associated fee(s). Invoices shall be submitted to the City on a monthly basis.
- III. Prior to submitting invoices to the City for completed Work, Contractor shall perform quality assurance and quality control (QA/QC) review and

- adjustments to initial collected data to ensure a high-quality Work product/deliverable.
- IV. Contractor shall communicate with DPW staff throughout the Contract as necessary to ensure orderly execution of Work.
 - V. Continuously monitor the Work and advise DPW of any risks to completing the Work per the scope, budget, and schedule expectations set in the agreement. Adjustments to these expectations will not be authorized in arrears.

C. Contract Task Specifications

The Work generally includes mobilizing to City-maintained catch basins, performing an inspection and collecting structure attribute data as prescribed herein, and documenting inspection/attribute data using the free, ESRI-developed mobile GIS mapping software applications¹ ("Required Apps") described in this Section and Attachment 5.

The specifications for execution, measurement, and payment of the Work are provided in the Contract Tasks (CT) descriptions contained in this Section. The Contract Task numbers in this section correspond to the Bid Item (BI) numbers listed in the Proposal Form (Attachment 1 to the Invitation to Bid).

1. CONTRACT TASK #1 – Inspect Catch Basins

- I. Description
 - a) This Contract Task includes the Work required to locate and inspect drainage catch basins, and document inspection results.
- II. Execution
 - a) Mobilize to Work sites as identified on maps provided by DPW in the Required Apps (ESRI Field Maps, in this case).
 - b) Remove the catch basin cover/grate and safely store the grate. Open structures shall not be left unattended.
 - c) Perform inspection using basic measuring devices (e.g. steel tape measure), flashlights, and other readily-accessible hand tools. Record measurements to the nearest inch.
 - d) Document inspection using the Required Apps and City-standard inspection forms contained therein. The process of entering inspection data using the Required Apps is explained and illustrated in Attachment 5. In general, the following information will be collected at each structure:
 - i. Structure type and construction material
 - ii. Structure interior dimensions
 - iii. Inlet/cover type and size
 - iv. Depths from surface to pipe inverts and bottom of structure
 - v. Pipe sizes, orientations, and types
 - vi. Existence of water quality or flow control device (y/n)

¹ Required apps include ESRI Field Maps and ESRI Survey123

- vii. Indications of structure condition per the King County Surface Water Design Manual's (KCSWDM) Catch Basin Maintenance Standard
Contractor shall provide hardware suitable for running the Required Apps, and DPW will provide the Contractor with the GIS data or temporary login information required to use the Required Apps.
 - e) Obtain at least one digital photograph of the structure interior, using a flashlight as needed to illuminate the structure. The resulting image file to be provided to DPW (see Section C.1.III.a) shall contain information sufficient to identify the catch basin. This identifying information must be provided using one of the following methods:
 - i. Provide an image file named according to the catch basin's "Asset ID" as provided in the City's GIS map
 - ii. Provide an image file containing embedded location information, such as latitude and longitude coordinates of the photograph location.
 - f) Restore cover/grate to its original location on the catch basin frame.
- III. Measurement and Payment
- a) CT #1 Work will be measured per each catch basin structure for which a complete inspection record is received by DPW. A complete inspection record shall include an ESRI compatible GIS file containing properly completed inspection forms for the catch basin structure and an image file meeting CT #1 specifications.
 - b) Payment for CT #1 Work shall be remitted at the Bid Item (BI) #1 unit price in the agreement.
 - c) Payment for CT #1 Work shall be remitted at 0.25 times the BI #1 unit price in the agreement for each catch basin structure which the Contractor confirms is nonexistent. See Attachment 5 for an illustration of how this inspection result will be recorded using the Required Apps.

CONTRACT TASK #2 – Minor Changes

- I. Description
 - b) The Contract Task includes payments or credits for DPW-directed changes to the Work amounting to \$5,000.00 or less. At the discretion of DPW, this procedure for Minor Changes may be used in lieu of the more formal procedure outlined in the agreement.
 - c) If DPW identifies a needed change to the Work, DPW will provide the Contractor a draft Minor Change Order including the location and specifications for the work. As soon as practicable, but within 10 calendar days of receipt of the Minor Change Order, the Contractor shall provide DPW with a written price quote to complete the Minor Change Order work. The price quote shall document the basis of proposed costs as requested by DPW in the Minor Change Order. As soon as practicable, but within 10 calendar days of receipt of the Contractor's price quote, DPW will review the price quote and advise

the Contractor if it is acceptable or rejected. If the Contractor's price quote is accepted, DPW will sign the Minor Change Order. The signed Minor Change Order shall serve as DPW's authorization to proceed with Minor Change Order work.

II. Execution

- a) Specifications for execution of CT #2 work will be provided in the City's signed Minor Change Order.

III. Measurement and Payment

- a) CT #2 Work will be measured and paid by lump sum (LS) in amounts established in DPW's signed Minor Change Orders. For the purpose of providing a common proposal for all Bidders, the City has entered an amount for "Minor Changes" (BI #2) in the Proposal Form to become a part of the total Price.

EXHIBIT B
CONTRACT PRICE INFORMATION

- | | | | |
|--------|-----------|------|----------------|
| Number | <u>#1</u> | Date | <u>3/14/23</u> |
| | <u></u> | Date | <u></u> |

4. The CITY reserves the right to delete any or all portions of the Work.

- To all the foregoing, and including all Bid forms contained in this Bid, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Price(s) set forth in the Bid Schedule.

Bidder : Ventilation Power Cleaning Inc
(Print Company Name)

Janice Benner

(Print Signer Name)

Address: 3914 Leary Way NW Seattle, WA 98107

E-mail Address: janice@ventilationpower.com

PROPOSAL FORM (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "**2023 Drainage Catch Basin Inspection and Data Collection Services**", the following Bid is submitted. Show prices in figures only (ink or typed). Show cents to 2 decimal points. Do not include applicable sales tax in unit price bid amounts as sales tax is entered separately in the bid schedule. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that Bid item/Contract Task, regardless of what has been placed in the Extended Price column.

BID SCHEDULE					
		CONTRACTOR BID			
BID ITEM / CONTRACT TASK	DESCRIPTION	UNITS	UNIT PRICE	QTY	EXTENDED PRICE (UNIT PRICE x QTY)
BI #1	Inspect Catch Basins	EA	\$25.00	1,650	\$41,250.00
BI #2	Minor Changes	LS	\$5,000.00	1	\$5,000.00
SUBTOTAL (sum of EXTENDED PRICE amounts above)					\$46,250.00
10.1% WASHINGTON STATE RETAIL SALES TAX (0.101 x SUBTOTAL amount above)					\$4,671.25
TOTAL PRICE (sum of SUBTOTAL and WA STATE RETAIL SALES TAX amounts above)					\$50,921.25

KEY	
QTY	Quantity
EA	Each
LS	Lump Sum