

# WEST SOUND UTILITY DISTRICT

Board of Commissioners  
Board Meeting

February 21, 2024  
1:00 PM

Please direct your smart device or computer to [www.wsud.us/meetings](http://www.wsud.us/meetings) for information on virtual attendance.

## AGENDA

### PUBLIC COMMENTS

### CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of February 7, 2024
2. Approval of Vouchers WSUD #32055 through #32089 in the amount of \$127,506.44
3. Approval of Vouchers SKWRF #17839 through #17854 in the amount of \$27,747.36
4. Approval of the February Payroll in the Amount of \$216,965.78

### BOARD DISCUSSION/ACTION ITEM

1. Discussion, Cost of Service Model for Rates
2. Resolution 1126-24, Accepting the PWB Loan, Powell Booster Pump Station
3. Resolution 1127-24, Well 16 Rehabilitation Contract Award
4. Resolution 1128-24, Well 11 Rehabilitation Contract Award

### STAFF REPORTS

1. Plant Manager
2. Operations Manager
3. Finance Manager
4. General Manager

### COMMISSIONERS' REPORTS

### EXECUTIVE SESSION

Executive Sessions may be scheduled or announced for discussions per RCW 42.30.110.

### FUTURE MEETINGS

|             |  |
|-------------|--|
| February 27 | SAC Meeting ( <b>Cancelled</b> )                             |
| March 5     | Potential Meeting (SKWRF Tour with City Council SAC Members) |
| March 6     | Regular Board Meeting  |
| March 19    | SAC Meeting (Final Date and Time to be Determined)           |
| March 20    | Regular Board Meeting  |



WEST SOUND UTILITY DISTRICT  
Minutes of Meeting of the Board of Commissioners  
2924 SE Lund Avenue, Port Orchard, WA 98366  
Wednesday, February 7, 2024, at 1:00 p.m.

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Chairperson: Susan Way  
Vice Chairperson: James J. Hart  
Commissioner: Jerry Lundberg

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Attending: Randy Screws, General Manager  
John Tapia, Operation Manager (Absent)  
Marty Grabill, Plant Manager (Absent)  
Joy Ramsdell, Finance Manager  
Ken Bagwell, Attorney  
Amber Brooks, Accounting Specialist

The meeting was called to order by Commissioner Way at 1:00 p.m.

**PUBLIC COMMENTS**

**CONSENT AGENDA**

1. Approval of the Regular Board Meeting Minutes of January 17, 2024
2. Approval of Vouchers WSUD #32000 through #32054 in the amount of \$73,337.35
3. Approval of Vouchers SKWRF #17805 through #17838 in the amount of \$170,474.20

Commissioner Hart moved to approve the items in the Consent Agenda. The motion was seconded by Commissioner Lundberg; the motion was approved 3-0.

**BOARD DISCUSSION/ACTION ITEM**

Discussion, Notice of Utility Conflict, SR 160 (SE Sedgwick Road) and Long Lake Road SE

Discussion, PWB Awarded Projects, Status Update of the Powell Booster Station, and Lund Avenue Roundabout Projects

Resolution 1123-24, Authorizing Equipment Purchase, Blueberry Lift Station Spare Pump  
Passed 3-0

Resolution 1124-24, Authorizing the purchase of a 2024 Ford Maverick Utility Vehicle  
Passed 3-0

Resolution 1125-24, Amending Water Policies and Procedures  
Passed 3-0

## **STAFF REPORTS**

### **PLANT MANAGER'S REPORT**

Plant Manager Marty Grabill reported:

#### General Updates

- NPDES Permit renewal is in process. We will continue to operate under our current permit until the new one has been issued.
- Annual 2023 Biosolids DOE & EPA reports submitted.
- TSA with King County labs for 2024 contract sampling signed.
- Leachate discharge to the plant from Waste Management began Monday, 1/15/24, and continues into week four.
- January Municipal DMR submitted 2/5/24.
- January Flow & Rainfall submitted 2/5/24.

#### 2023 Load Bank Replacement

- Load bank project update. Awaiting equipment delivery. Ship date changed to 2/8/24.

#### Nutrient General Permit (2022)

- Still awaiting a decision on in-house accreditation from D.O.E.

#### 2024 Projects

##### Electrical Switch Gear Replacement

- I had an electrician onsite to give me a general replacement cost. No updates.

##### Grit Pump Replacement

- Received three quotes from vendors. No further updates.

##### Fine Screen Replacement

- Currently looking at replacement options. Reaching out to vendors for retrofit or direct replacement.

##### Concrete Structure Repairs

- I invited three contractors to the SKWRF to bid on expansion joint and structural repairs. I have received one bid back, and one contractor chose not to bid on the job.

## **OPERATIONS MANAGER'S REPORT**

Operation Manager John Tapia reported:

#### Powell Booster Station Engineering

- 100% Plans are completed.

#### Fircrest/Mile Hill Main Replacement

- 2" galvanized to be replaced. Nothing new to report.

### Olney Sewer Replacement

- An engineering contract has been signed with WSE.
- Received updated Engineers estimate with manhole changes: \$1,162,056.28.
- I have written up the RFP. Waiting for the updated taxes on the engineers estimate.

### Crew

1. Well 22 has been lowered and rehab is now complete. Transducer is working. VFD has been ordered.
2. Four new chemical shelters are being installed. Working on Well 20 now.
3. Residential meters for replacements will be here this week.
4. WSDOT round about project on Sedgwick and Long Lake received last week for review.
5. Water main flushing is almost wrapped up.
6. Shock chlorination on Well 20 and Well 17. Shows improvement.
7. Motor for Salmonberry Booster 1 has been rebuilt by Red's Electric.
8. Sewer flow meters are installed almost complete.
9. Three spare pumps for sewer stations will be ordered; Ridgeline, Villa, and Blueberry.
10. Two vehicles have been ordered.
11. Received specs and bid sheets for Well 16 and 11 rehabilitations. Sent over information for Well 14 rehab.

### Water Production: Through January

- 2023- 40,573,000
- 2024- 45,411,000
- 1.46-million-day avg.

### Rain Gauge:

- 2023- 6.34
- 2024- 9.63

Difference- 3.29" more than last year

### **FINANCE MANAGER'S REPORT**

Finance Manager Joy Ramsdell reported:

- Billed consumption 37m gallons, reduced 7%.
- January revenues - Water \$378K, up 6%; Sewer \$463K, 19% increase due to rates and account increase and billing accounts increased. No new ERU added.
- We final billed 21 accounts.
- Sent out 188 past due letters, 15 accounts were shut off.
- January billing went smoothly and no complaints from customers about rate increase. Customer service is working with crew to make a meter change out procedure utilizing work orders in VueWorks. We tested a few this week and will have a training next Wednesday.
- Continue working on year end tasks. Completed District projects, capitalized and depreciation are done. The goal is to complete all adjustments so we can close the books at the end of this month.

- W2s were sent out. Employees can review W4 and DCP options to adjust them during tax season.

## **GENERAL MANAGER'S REPORT**

General Manager Randy Screws reported:

Notice of Conflict SE Sedgwick Road - Awaiting station location plan sheet to determine what work will need to be accomplished for the project. The scheduled timeline for the project is undetermined but is identified as January 2025 for contract advertisement within the Utility Conflict Letter.

PWB Awards: Met with Kitsap County on January 30<sup>th</sup> regarding the Lund Avenue Roundabouts. One of the takeaways from the meeting was the scheduling of the projects. Kitsap County has identified that the following projects will be broken out by year as follows:

- Harris Road SE Construction in 2025
- Hoover Ave SE Construction to begin in 2026 and
- Chase Road SE begins in 2027.

The following project costs were identified on the application for PWB Loans for each of the project segments in 2024 dollars.

Harris Road SE \$410,429

Hoover Avenue SE \$560,920

Chase Road SE \$325,738

- Concerns:
  - Timing of the projects.
  - Loss of performance incentives.
  - Uncertainty of the full scope of the projects. Stormwater, curbs gutter, and sidewalks were not initially discussed as part of the project along the Lund Corridor.
  - 60 months to complete the PWB contract.

To receive Construction Contract Performance Incentives, the District must submit the Certified Project Completion Report within thirty-six (36) months, or forty-eight (48) months of the date of the contract.

Applicants awarded a Public Works Board contract must return an executed contract within six months of receipt. Recommend we wait until we have at least a 60% set of plans of the project before entering into the contract for the Lund Avenue Roundabouts.

Report:

WASWD 2024 Spring Conference

April 16<sup>th</sup> – 18<sup>th</sup> at the Tulalip Resort Conference Center.

The District has currently advertised four of the planned Well rehabilitation Projects. Staff continue to work on other requests for proposals for the 2024 planned projects.

- Work on the gravity sewer from the Annapolis lift station to eliminate the overflow connection to the City's sewer system continues.

- Meeting with HDR Engineering on Thursday to discuss Fish Barriers Project on Hwy 166.

SKWRF NPDES Permit: The analytical information for nutrients has been received by SKWRF. The Board previously indicated a desire to schedule a work study session to go over the permit. I recently completed charts showing the current capacity status values for NPDES Permitted items which includes nutrient data from 2022 and 2023.

The city has requested the WSUD Board consider scheduling the Sewer Advisory Committee meeting to earlier in the day in lieu of the 6:30 pm start time. Tentatively, a date of February 27 (Tuesday) has been entertained for the meeting. The time has not been set. However, I would recommend an afternoon time frame to the city if the 27<sup>th</sup> is acceptable to the Board.

### **COMMISSIONERS' REPORTS**

Commissioner Hart discussed the meetings he had attended. Commissioner Way and Commissioner Lundberg had nothing to report.

### **EXECUTIVE SESSION**

No executive session requested.

### **ADJOURN**

Commissioner Hart moved to adjourn the meeting at 2:43 p.m. Motion was seconded by Commissioner Lundberg; the motion was approved 3-0.

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Susan Way  
Chairperson

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James Jay Hart  
Vice-Chairperson

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Jerry Lundberg  
Secretary









**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1126-24**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
ACCEPTING THE PUBLIC WORKS BOARD  
CONSTRUCTION LOAN CONTRACT FOR THE  
POWELL BOOSTER PUMP STATION  
AND AUTHORIZING THE GENERAL MANAGER  
TO SIGN THE PUBLIC WORKS BOARD LOAN CONTRACT**

**WHEREAS**, on July 7, 2023, District staff applied for the Public Works Board (PWB) Construction Loan for the Powell Booster Pump Station rehabilitation and replacement; and

**WHEREAS**, the PWB awarded the District a construction loan for \$2,850,000 with an interest rate of 1.72% and a twenty-year loan term; and

**WHEREAS**, the loan terms and conditions are attached in Exhibit “A”;  
**NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The foregoing recitals are hereby incorporated into this Resolution.

**Section 2.** The Board accepts, as certified by the District’s legal counsel, the PWB Powell Booster Pump Station loan and conditions as identified in Exhibit “A” and authorizes the General Manager to sign the loan contract for the Powell Booster Pump Station with the PWB.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a regular Board meeting on February 21, 2024.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary

## CONTRACT FACE SHEET

**Contract Number:** PC24-96103-051

### PUBLIC WORKS BOARD CONSTRUCTION FUNDING CONTRACT

|  |   |   |  |
|--|---|---|--|
| <b>1. Contractor</b><br>West Sound Utility District #1<br>2924 SE Lund Ave<br>Port Orchard, WA 98366   |   | <b>2. Contractor Doing Business As (optional)</b><br>N/A  |  |
| <b>3. Contractor Representative</b>  |   | <b>4. Public Works Board Representative</b><br>Tammy Mastro   |  |
| <b>5. Contract Amount</b><br>\$2,850,000.00  | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/><br>N/A: <input type="checkbox"/> |   | <b>7. Contract Start Date</b><br>Contract Execution Date |
| <b>8. Contract End Date</b><br>June 1, 2044  |   |   |  |
| <b>9. Federal Funds (as applicable)</b><br>N/A   |   | <b>Federal Agency</b><br>N/A  | <b>CFDA Number</b><br>N/A                                |
| <b>10. Tax ID #</b><br>N/A   | <b>11. SWV #</b><br>SWV0088630-00   | <b>12. UBI #</b><br>602-783-947   | <b>13. UEI #</b><br>N/A                                  |
| <b>14. Contract Purpose</b><br>Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.   |   |   |  |
| The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website. |   |   |  |
| <b>FOR THE CONTRACTOR</b><br><br>_____<br>Signature<br><br>_____<br>Print Name<br><br>_____<br>Title<br><br>_____<br>Date  |   | <b>FOR PUBLIC WORKS BOARD</b><br><br>_____<br>Kathryn A. Gardow, Public Works Board Chair<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY</b><br><br>_____<br>Signature on File<br>Dawn C. Cortez<br>Assistant Attorney General |  |



# DECLARATIONS

## CLIENT INFORMATION

Legal Name: West Sound Utility District #1  
Contract Number: PC24-96103-051

## PROJECT INFORMATION

Project Title: Powell Booster Pump Station  
Project City: City of Port Orchard  
Project State: **Washington**  
Project Zip Code: 98366

## FUNDING INFORMATION

### LOAN FUNDING:

Loan Amount: **\$2,850,000.00**  
Loan Term: **20 years**  
Interest Rate: **1.72%**  
Payment Month: June 1<sup>st</sup>

### GRANT FUNDING:

Grant Amount: \$0.00  
% of Funding as Grant: 0%

### PROJECT TOTALS:

Total Estimated Cost: **\$2,850,000.00**  
Total Project Funding: **\$2,850,000.00**  
Earliest Date for Cost Reimbursement: **September 8, 2023**  
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

## ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

N/A

## LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Drinking Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

## SCOPE OF WORK

This project will replace the Booster Pump station and upgrade line sizing to address fire flow deficiencies and include the demolition of the existing booster pump station.

This project consists of the following:

- Demolition of the existing Booster Pump Station, salvage of SCADA and other components.
- Construction of a new Booster Pump Station building on WSUD property, located at 1899 Jackson Avenue SE, including pumps, motors, piping, meters, valves, and associated HVAC and electrical.
- Site clearing and grubbing, excavation, removal and disposal of existing AC pipe, installation of new DI water main, valving, utility drain pipe installation, site grading, paving, and restoration, water connections, and related miscellaneous items.

- Construction of new 10-inch, 8-inch, 6-inch, and 4-inch water mains with open cut trench installation, HMA pavement patching, landscape and lawn restoration, irrigation system repair, curb removal and replacement, sundry utility adjustments, and other related miscellaneous items.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.







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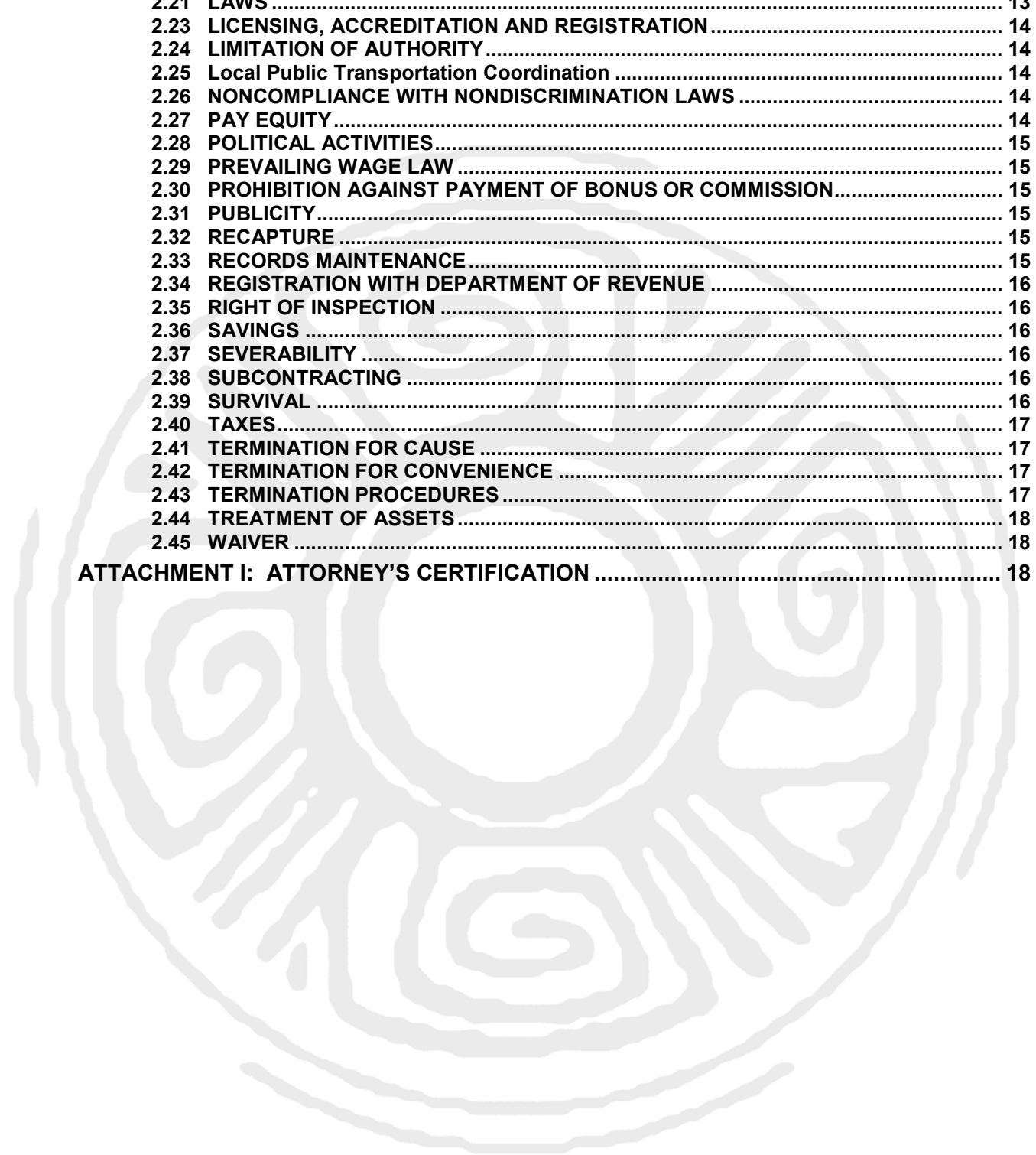
# TABLE OF CONTENTS

---

|   |          |
|---|----------|
| <b>CONTRACT TERMS AND CONDITIONS</b> .....  | <b>1</b> |
| <b>SPECIAL TERMS AND CONDITIONS</b> .....   | <b>1</b> |
| 1.1 Definitions .....   | 1        |
| 1.2 Authority.....  | 1        |
| 1.3 Purpose .....   | 1        |
| 1.4 Order of Precedence .....   | 1        |
| 1.5 5- year deferral for start-up systems .....   | 2        |
| 1.6 Competitive Bidding Requirements .....  | 2        |
| 1.7 Default in Repayment.....   | 2        |
| 1.8 Investment Grade Audit.....   | 2        |
| 1.9 Sub-Contractor Data Collection.....   | 2        |
| 1.10 Eligible Project Costs.....  | 3        |
| 1.11 Historical and Cultural Resources.....   | 3        |
| 1.12 Performance Incentives.....  | 4        |
| 1.13 Project Completion Amendment and Certified Project Completion Report.....  | 4        |
| 1.14 Project Signs.....   | 5        |
| 1.15 Rate and Term of Loan.....   | 5        |
| 1.16 Recapture .....  | 5        |
| 1.17 Reimbursement Procedures and Payment.....  | 5        |
| 1.18 Repayment .....  | 6        |
| 1.19 Reports .....  | 7        |
| 1.20 Termination for Cause .....  | 7        |
| 1.21 Termination for Convenience.....   | 7        |
| 1.22 Time of Performance.....   | 7        |
| 1.23 Contract Suspension .....  | 8        |
| 1.24 Special Conditions .....   | 8        |
| 1.25 Loan Security.....   | 8        |
| <b>GENERAL TERMS AND CONDITIONS</b> .....   | <b>9</b> |
| 2.1 DEFINITIONS.....  | 9        |
| 2.2 Allowable Costs.....  | 9        |
| 2.3 ALL WRITINGS CONTAINED HEREIN .....   | 9        |
| 2.4 AMENDMENTS.....   | 9        |
| 2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35 ..... | 9        |
| 2.6 APPROVAL.....   | 9        |
| 2.7 ASSIGNMENT.....   | 10       |
| 2.8 ATTORNEYS’ FEES .....   | 10       |
| 2.9 AUDIT .....   | 10       |
| A. General Requirements .....   | 10       |
| B. State Funds Requirements .....   | 10       |
| 2.10 CODE REQUIREMENTS .....  | 10       |
| 2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION .....  | 10       |
| 2.12 CONFORMANCE.....   | 11       |
| 2.13 COPYRIGHT PROVISIONS.....  | 11       |
| 2.14 DISALLOWED COSTS .....   | 12       |
| 2.15 DISPUTES.....  | 12       |
| 2.16 DUPLICATE PAYMENT .....  | 12       |
| 2.17 ETHICS/CONFLICTS OF INTEREST.....  | 12       |
| 2.18 GOVERNING LAW AND VENUE .....  | 12       |
| 2.19 INDEMNIFICATION .....  | 12       |
| 2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR .....   | 13       |

---

|      |   |           |
|------|---|-----------|
| 2.21 | INDUSTRIAL INSURANCE COVERAGE.....                      | 13        |
| 2.21 | LAWS .....  | 13        |
| 2.23 | LICENSING, ACCREDITATION AND REGISTRATION.....          | 14        |
| 2.24 | LIMITATION OF AUTHORITY .....                           | 14        |
| 2.25 | Local Public Transportation Coordination .....          | 14        |
| 2.26 | NONCOMPLIANCE WITH NONDISCRIMINATION LAWS .....         | 14        |
| 2.27 | PAY EQUITY .....  | 14        |
| 2.28 | POLITICAL ACTIVITIES.....                               | 15        |
| 2.29 | PREVAILING WAGE LAW .....                               | 15        |
| 2.30 | PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION..... | 15        |
| 2.31 | PUBLICITY.....  | 15        |
| 2.32 | RECAPTURE .....   | 15        |
| 2.33 | RECORDS MAINTENANCE .....                               | 15        |
| 2.34 | REGISTRATION WITH DEPARTMENT OF REVENUE .....           | 16        |
| 2.35 | RIGHT OF INSPECTION .....                               | 16        |
| 2.36 | SAVINGS .....   | 16        |
| 2.37 | SEVERABILITY .....                                      | 16        |
| 2.38 | SUBCONTRACTING .....                                    | 16        |
| 2.39 | SURVIVAL .....  | 16        |
| 2.40 | TAXES.....  | 17        |
| 2.41 | TERMINATION FOR CAUSE .....                             | 17        |
| 2.42 | TERMINATION FOR CONVENIENCE .....                       | 17        |
| 2.43 | TERMINATION PROCEDURES .....                            | 17        |
| 2.44 | TREATMENT OF ASSETS .....                               | 18        |
| 2.45 | WAIVER .....  | 18        |
|      | <b>ATTACHMENT I: ATTORNEY'S CERTIFICATION .....</b>     | <b>18</b> |



# CONTRACT TERMS AND CONDITIONS

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## PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

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### SPECIAL TERMS AND CONDITIONS

#### 1.1 Definitions

As used throughout this Construction Funding Contract the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract
- B. "Contract" shall mean this Construction Funding Contract.
- C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the [PWB Traditional Financing Webpage](#) and available upon request as PDF.

#### 1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

#### 1.3 Purpose

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

#### 1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

**1.5 5- year deferral for start-up systems**

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

**1.6 Competitive Bidding Requirements**

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

**1.7 Default in Repayment**

If the funding under this Contract constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

**1.8 Investment Grade Audit**

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

**1.9 Sub-Contractor Data Collection**

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

## **1.10 Eligible Project Costs**

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

## **1.11 Historical and Cultural Resources**

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contract shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Contract, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

### **1.12 Performance Incentives**

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

### **1.13 Project Completion Amendment and Certified Project Completion Report**

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

#### **1.14 Project Signs**

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

#### **1.15 Rate and Term of Loan**

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

#### **1.16 Recapture**

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

#### **1.17 Reimbursement Procedures and Payment**

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD monthly or at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total loan amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Contract**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and any applicable interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

### **1.18 Repayment**

If the contract includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.



In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

### **1.19 Reports**

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Expenditure Projection Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

### **1.20 Termination for Cause**

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

### **1.21 Termination for Convenience**

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

### **1.22 Time of Performance**

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of any loan provided under this contract, regardless of actual project completion, unless terminated sooner as provided herein.

**1.23 Contract Suspension**

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

**1.24 Special Conditions**

If ADDITIONAL SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

**1.25 Loan Security**

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

# GENERAL TERMS AND CONDITIONS

## 2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

## 2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

## 2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

## 2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## 2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## 2.6 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

## **2.7 ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

## **2.8 ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

## **2.9 AUDIT**

### **A. General Requirements**

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **B. State Funds Requirements**

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

## **2.10 CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## **2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **2.12 CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **2.13 COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **2.14 DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **2.15 DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **2.16 DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## **2.17 ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

## **2.18 GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **2.19 INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

## **2.21 INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

## **2.21 LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

### Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88

- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

## **2.23 LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **2.24 LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **2.25 Local Public Transportation Coordination**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **2.27 PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.



This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

### **2.28 POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

### **2.29 PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDS review upon request.

### **2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

### **2.31 PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

### **2.32 RECAPTURE**

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

### **2.33 RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

### **2.34 REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

### **2.35 RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

### **2.36 SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

### **2.37 SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

### **2.38 SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If the BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **2.39 SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **2.40 TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

## **2.41 TERMINATION FOR CAUSE**

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **2.42 TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **2.43 TERMINATION PROCEDURES**

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

**2.44 TREATMENT OF ASSETS**

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

**2.45 WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

# ATTACHMENT I: ATTORNEY'S CERTIFICATION

## PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

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**CONTRACTOR: West Sound Utility District #1**  
**CONTRACT Number: PC24-96103-051**

I, \_\_\_\_\_, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the West Sound Utility District #1 (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the CONTRACT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to CONTRACT with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the CONTRACT.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the CONTRACT.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1127-24**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
AUTHORIZING CONTRACT AWARD FOR THE  
WELL 16 REHABILITATION SERVICES  
WITH HOLT SERVICES, INC.**

**WHEREAS**, the District’s Well 16 requires rehabilitation services; and

**WHEREAS**, the 2024 Water Capital Fund contains funding for such work;  
and

**WHEREAS**, utilizing the formal competitive bidding procurement process,  
the District prepared and advertised plans, and specifications for the project (Exhibit  
“A”); and

**WHEREAS**, the District received one (1) bid from contractors with the ability  
to perform the requested work from the small works roster with a bid opening that  
occurred on February 20, 2024 at 9:00 pm; and

**WHEREAS**, of the bids received, the lowest responsible bidder for the project  
was Holt Services, Inc. who provided a bid (Exhibit “B”) for the total cost in the  
amount of \$192,100.00 not including applicable tax; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY  
DISTRICT HEREBY RESOLVES:**

**Section 1.** The Board approves and awards the small works contract for Well  
16 well rehabilitation services to Holt Services, Inc.

**Section 2.** The General Manager is hereby authorized to execute the small  
works contract (Exhibit “C”) with Holt Services, Inc. and is further authorized to  
approve amendments to the Contract or change orders in an amount not to exceed 5%  
of the total cost amount including sales tax, provided the changes are: a) within the  
scope of the project; b) consistent with the bid process; and c) executed in writing.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound  
Utility District at a Board meeting scheduled February 21, 2024.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary

2024



**CLEANOUT AND  
REDEVELOPMENT OF  
WELL 16**



# CLEANOUT AND REDEVELOPMENT OF WELL 16

## TABLE OF CONTENTS

|  |    |
|--|----|
| Notice to Bidders                                | 2  |
| Instruction to Bidders                           | 3  |
| District Public Works Contract (Sample)          | 4  |
| Performance and Payment Bond (Sample)            | 6  |
| Bid Bond Form (Sample)                           | 8  |
| Insurance Requirements                           | 9  |
| General Information                              | 15 |
| Scope of Work                                    | 16 |
| Equipment and Materials                          | 16 |
| Execution of Work                                | 16 |
| Submittals                                       | 18 |
| Measurement and Payment                          | 18 |
| Bid Proposal Sheet Sample                        | 20 |
| General Provisions                               | 22 |
| Special Specifications                           | 25 |
| Prevailing Wages                                 | 25 |
| Prevailing Wage Procedures                       | 26 |
| Well Construction Details                        | 27 |
| Bid Forms ( <b>Required for Bid Submission</b> ) | 29 |

## SECTION I

### NOTICE TO BIDDERS

West Sound Utility District is seeking a qualified contractor to provide rehabilitation for its Well 16.

Well 16 is a 16-inch diameter well located at 2243 Eisenhower Ave SE in Port Orchard, Washington 98366. The well was drilled in 1979 to a depth of 303 feet with 16-inch casing and has a native completion with 40 feet of 16-inch telescope, 100-slot, stainless-steel screen set from 261 to 301 feet bgs. The water well report is attached. Post-construction, it was determined that the 100-slot screen was too coarse for the base of the formation, and 10 feet of pea gravel was placed inside the screen to control sand entry. It is anticipated that this pea-gravel reserve will be replenished after redevelopment.

Sealed bids will be received by West Sound Utility District (“District”) **9:00 am. on Tuesday, February 20, 2024**, at the office of West Sound Utility District located at 2924 SE Lund Avenue, Port Orchard, Washington, 98366. Bids received after such time and date will not be considered. No Bidder may withdraw a Bid after the deadline for the submittal of bids. Bids properly received will be publicly opened and read at the District Offices following the deadline for the submission of bids. Bids shall be submitted in accordance with the Contract Documents. Bids shall constitute offers to the District which shall be binding for thirty (30) days from the date of bid opening.

The District reserves the right to reject any bid, any portion of any bid and/or to reject all bids. The District further reserves the right, but without obligation, to waive informalities and irregularities. **No bid will be considered unless accompanied by a bid guaranty (certified or cashier's check, surety bond, or postal money order) payable to West Sound Utility District in an amount not less than five percent (5%) of the Bid.**

Bid Documents may be obtained at the West Sound Utility District office at the address above or by downloading from the district website at [www.wsud.us/rfps](http://www.wsud.us/rfps). The District reserves the right to award to the lowest responsive, responsible bidder as it best serves the interest of the District. The Bidder to whom the Contract is awarded shall execute and return the Contract to the District within fifteen (15) calendar days from the date the Notice of Award is mailed to the Bidder. In case of failure of the Bidder to execute the Contract, the Bidder shall be in default, the Bid Bond shall be forfeited to the District and the District shall have the right to award the Contract to the next lowest responsive, responsible Bidder.

Questions regarding Contract Documents, this invitation to bid or request for a site visit may be directed to John Tapia at West Sound Utility District at 360-874-5012 or [jtapia@wsud.us](mailto:jtapia@wsud.us). A bidder may be required to submit a question in writing. No oral responses to questions by District personnel about the bid will be binding on the District.

## **INSTRUCTIONS TO BIDDERS**

**FORM OF BID:** Proposals shall be made upon the form(s) provided within this Request for Proposal.

**SUBMISSION OF BID:** Bid on Proposal Form, Bid Bond and Schedule of Bid Prices shall be enclosed in an opaque sealed envelope, addressed to the named in the NOTICE TO BIDDERS, and delivered as required by the NOTICE TO BIDDERS.

**EVIDENCE OF QUALIFICATIONS:** Upon request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence of the bidder's financial resources, his/her experience, and the organization and equipment he has available for the performance of the contract.

**REJECTION OF BIDS:** The District reserves the right to reject any and/or all proposals and also the right to waive any formalities in connection with said proposals or bids.

**PERFORMANCE BOND:** The successful bidder will be required to furnish, prior to final award of contract and within fifteen (15) calendar days after acceptance of his proposal, a surety bond or bonds, acceptable to the Purchaser, as security for the faithful performance of the contract, including the payment of all persons performing labor on the project and the furnishing of all materials required to be furnished by him/her in connection with the contract. The bond or bonds shall be for the full amount or the contract price and shall remain in effect until two (2) years after the acceptance of the work by West Sound Utility District.

**PAYMENTS TO CONTRACTOR:** All payments to the contractor for services performed on this project will be within 30 calendar days of District approval of the contractor invoices.

**EXECUTION OF CONTRACT:** Within fifteen (15) days after receiving contract documents from Purchaser, the successful bidder will be required to execute said contract and furnish a performance bond.

### **CONTRACT DOCUMENTS**

All documents have been included for informational purposes. West Sound Utility District will forward the required documents not required for proposal submission to the awarded contractor.

## PUBLIC WORKS CONTRACT

Parties: WEST SOUND UTILITY DISTRICT &

---

**THIS IS AN AGREEMENT** entered into between West Sound Utility District, a Washington State Municipal Corporation, hereinafter called "District," and \_\_\_\_\_, hereinafter called "Contractor."

Pursuant to its resolutions and procedures, the District has determined the Contractor to be the lowest responsible bidder to perform the services hereinafter described. The purpose of this document is to set forth the specific terms of the parties' agreement in writing.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. Services to be performed by Contractor. The services to be performed are identified in the attached plans and specifications, referred to as Attachment "A" which by this reference is incorporated herein. In performing its work, the Contractor shall supply all necessary labor and materials to fully and completely finish the work called for herein.

2. Payment for Services. The total payment from the District to the Contractor for the work to be performed by the Contractor as described herein shall be **the total sum of \$\_\_\_\_\_ plus applicable Washington State sales tax**. Payment of this said amount shall be due and owing within forty-five days of the completion of the work by the Contractor and acceptance by the District. Acceptance shall not be unreasonably withheld.

3. Commencement/Completion of Work. **The contractor shall commence its work for the District on or before \_\_\_\_\_.** All work called for herein shall be fully completed by the Contractor on or before \_\_\_\_\_.

4. Contractor Representations. The Contractor hereby represents and warrants to the District as follows:

A. Bonding Company and License No. The Contractor is fully licensed, bonded, and in good standing with the State of Washington.

- 1) It's Contractor License Number. with Washington State is \_\_\_\_\_
- 2) It is currently bonded with the following bonding company to do business in the State of Washington
  - a) Bond No. \_\_\_\_\_.
  - b) This bond was issued on the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

3) In addition to the above, the Contractor is required to provide a Performance Bond and Payment in accordance with the Prevailing Wage regulations prior to the commencement of work.

B. Evidence of Insurance. Prior to performing its construction work, the Contractor shall provide the District with written evidence of insurance covering public liability and property damage concerning the work to be performed. If the total amount of services to be performed by the Contractor exceeds five thousand and 00/100 dollars (\$5,000.00) the coverage limits for liability shall be not less than as set forth on Attachment "B" entitled "Minimum Requirements for Certificates of Insurance" which by this reference is incorporated herein and made a part hereof.

In the event Attachment "B" is applicable hereto, the Contractor shall be obligated to comply with all terms and specifications set forth therein.

C. Hold Harmless Provision. The Contractor shall indemnify, defend, and hold harmless the District, its engineer, agents, and employees from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made and/or entered against the Districts, its engineer, their agents, and employees by reason of, or arising out of, the acts or omissions of the Contractor, its agents, or employees, including costs and

attorney's fees incurred by the Districts and its agents and representatives in investigating and defending against any such claims in the event of failure of the Contractor to so defend as herein required.

D. Prevailing Wages. Concerning the work called for herein, the Contractor agrees to pay hourly wages to its laborers and workers in accordance with Washington law and specifically in accordance with RCW 39.12.020 dealing with the prevailing rates to be paid on public-works projects. The Contractor represents it is fully knowledgeable concerning the terms of RCW 39.12.020. The first invoice cannot be paid until the District has received the approved Intent to Pay Prevailing Wages. Retainage shall be 5% of each invoice. Retainage cannot be released until the Affidavit of Wages Paid is approved by the State and the Department of Revenue has approved the release of funds.

E. Performance of Work. The Contractor shall perform all work in a good, workmanlike and timely fashion. All materials used by the Contractor in its work shall be of a good or superior quality. In performing its work, the Contractor shall also act in accordance with all applicable local, state, and federal laws and regulations.

F. Warranty. The Contractor represents and warrants that all services and materials used by it in its services for the District shall be completely free of defects for a period of time lasting two (2) years from the date of completion. In the event any defects are discovered within the warranty time concerning the Contractor's services or materials used by it, the Contractor shall promptly cure any said defects.

G. Non-assignment of Obligations. The contractor is hereby prohibited from assigning or in any manner transferring its obligations under this contract to any third party or entity. The Contractor shall be personally responsible for performance of all work and obligations placed upon it hereunder. The person in charge of the Contractor's work hereunder shall be \_\_\_\_\_, and he/she shall make him or herself available to the District representative at all reasonable time for consultation.

H. District Inspection. Prior to commencing its work, the Contractor shall meet with the District representative(s) and these parties shall set forth an inspection schedule to be followed by the District in inspecting the Contractor's work while it is in progress. The contractor shall promptly report to the District, in writing, all errors and omissions it commits in performing the work.

5. Risk of Loss. Until the Contractor's work for the District has been fully completed and accepted by the District, all risk of loss concerning the project shall be borne by the Contractor.

6. Cooperation of Parties. The parties shall strive at all times to cooperate with one another in good faith so the terms and spirit of this agreement may be carried out in a good and timely manner.

7. Legal Action. In the event either party employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this agreement, or any appeal therefrom, then and in any such event, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay, all of the prevailing parties reasonable costs and attorney fees therein incurred. The venue and jurisdiction for any such action shall lie with the appropriate court in Kitsap County, Washington.

8. Complete Agreement. This agreement constitutes the full and complete agreement between the parties concerning the matters set forth herein. There are no other agreements, either written or verbal, in existence.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WEST SOUND UTILITY DISTRICT:

\_\_\_\_\_  
Glen R. Screws, General Manager

CONTRACTOR:

\_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT whereas West Sound Utility District, Port Orchard, Washington a municipal corporation has awarded to:

\_\_\_\_\_  
(Contractor)

hereinafter designated as the “Principal”, a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

\_\_\_\_\_

and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto West Sound Utility District in the sum of \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the Owner's Engineer, its officers and agents, from any loss or damage occasioned to any person or property by reason of any careless or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless West Sound Utility District, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of two years after acceptance thereof by West Sound Utility District, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the contract or the work or to the specifications.

IN WITNESS THEREOF, the said Principal and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By\_\_\_\_\_

Title\_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
CORPORATE SEAL

\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Address of local office and agent of Surety Company is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WEST SOUND UTILITY DISTRICT  
BID BOND FORM**

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ \_\_\_\_\_ which is **not less than five percent (5%) of the total bid.**

Sign Here: \_\_\_\_\_

**BID BOND**

Know all men by these presents, that we \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto WSUD, as obligee in the penal sum of \_\_\_\_\_ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for \_\_\_\_\_, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Return of deposit in the amount of \$ \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_



## INSURANCE REQUIREMENTS:

### Public Liability and Property Damage Insurance

#### General Requirements

**1.1** The Contractor shall obtain and keep in force during the term of the contract, Commercial General Liability and Automobile liability insurance policies with insurance companies which have an A.M. Best's rating of A-: VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW. All insurance coverage required by these specifications shall be written and provided by "occurrence-based" policy forms rather than "claims made" forms.

**1.2** Prior to the execution of the contract, the Contractor shall purchase and maintain during the term of this project a Commercial General Liability insurance and Automobile insurance policies meeting the requirements set forth herein. The Contractor shall file with the District **either** a certified copy of all policies **with endorsements attached**, or a certificate of insurance **with endorsements attached** as are necessary to comply with these specifications. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract and of any and all District obligations, regarding same.

**1.3** The Contractor shall not begin work under the contract or under any special condition until all required insurances have been obtained and until such insurances have been approved by the District. The insurance shall provide coverage for the Contractor, the Contractor's agents and employees, subcontractors, and the District. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the Contractor, the Contractor's agents and employees, subcontractors, or by anyone directly or indirectly employed by either of them.

**1.4** The insurance policies shall specifically name the District, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Contractor; (b) products and completed operations of the Contractor, and (c) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the contract. Products and completed operations coverage shall be maintained for a minimum of three years after completion of the project.

**1.5** The District shall be given at least 45 days written notice of any cancellation, nonrenewal, material reduction, or modification of coverage. Such notice shall be by *certified mail* to the District.

**1.6** The coverages provided by the Contractor's insurance policies shall be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District or otherwise limited in accord with the provisions of RCW 4.24.115. Any insurance that might cover this contract that is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.

**1.7** The Contractor's insurance policies shall protect each insured in the same manner as

though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However this provision shall not increase the limits of the insurer's liability.

**1.8** The General Aggregate provision of the Contractor's insurance policies shall be amended by endorsement to show that the General Aggregate Limit of the policies applies separately to this project.

**1.9** The Contractor's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the District.

**1.10** The Contractor's insurance policies shall contain a provision that the District has no obligation to report events which might give rise to a claim until a claim has been filed with the District's Board of Commissioners.

**1.11** Types and Limits of Insurance Required:

**Commercial General Liability**

- \$2,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations (shall be maintained for at least three years after completion.)
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

**Automobile Liability**

- \$2,000,000 per accident bodily injury and property damage liability, including
- Any owned automobile
- Hired automobiles
- Non-owned automobile

**Umbrella Liability** (applicable to both the Commercial General and Auto Liability coverage and employers liability, provided this requirement may be satisfied through the Contractor's primary commercial general and auto liability coverage, or any combination thereof.

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

**1.12** Providing coverages in the stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

**1.13** The Contractor shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the certificate of insurance for District's approval.

**1.14** The Contractor shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of the Contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the subcontractor's employees to be engaged in such work. The Contractor's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance (or Jones Act coverage) as required by state and federal statute, the Contractor shall maintain and cause each subcontractor to maintain, Employers Liability insurance for limits of at least \$1,000,000 for each employee for disease or accident, and shall furnish the District with satisfactory evidence of such.

**1.15** The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District employees or the engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

**1.16** The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

**1.17** The District will make no progress payments until the Contractor has fully complied with this section. This remedy is not exclusive and the District may take such other action as is available under other provisions of this contract, or otherwise in law.

**1.18** The contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.

**1.19** Nothing contained in these insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from the Contractor's operations under this contract.

## **SUBCONTRACTORS**

The Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed above. Upon request of the District, the Contractor shall

provide evidence of such insurance.

### **EVIDENCE OF INSURANCE**

The Contractor shall provide to the District a certificate(s) of insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed contract to the District for the work. The certificate and endorsements shall conform to the following requirements:

1. An Acord certificate or a form determined by the District to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 20 10 10 01 and CG 20 37 10 01, or the equivalent of each, naming the District and all other parties listed herein as Additional Insured(s) and providing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent coverage to the Additional Insured, subject to the review and approval of such other endorsement forms by the District. A statement of additional insured status on an Acord certificate of insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker certifying the endorsement forms required by the District are not available and the endorsements submitted provide equivalent coverage to the Additional Insured.
3. Any other amendatory endorsements to show the coverage required herein.

**NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT.**

**Insurance Coverage Questionnaire**

For \_\_\_\_\_  
(Name of Insured)

Project Number \_\_\_\_\_

Project Owner \_\_\_\_\_

| Are the following coverages &/or conditions in effect?   |     |    |
|--|-----|----|
|  | Yes | No |
| The Policy form is ISO Commercial General Liability (CGL) form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified. |     |    |
| (CGL) Ongoing Operations coverage (similar to CG 20 10 01, CG 2010 07 04, or equivalent)   |     |    |
| (CGL) Products and Completed operations coverage (similar to CG 20 37 07 04, CG 20 37 07 04, or equivalent)  |     |    |
| Personal Injury Liability Coverage.<br>(with employee exclusion deleted)   |     |    |
| Broad Form Property Damage with X, C, U Hazards included   |     |    |
| Blanket Contractual Liability coverage applying to this contract   |     |    |
| Employers Liability - Stop Gap   |     |    |

Deductibles or SIRs:                      GL \_\_\_\_\_      AL \_\_\_\_\_      Excess \_\_\_\_\_

Insurer' Best Rating              GL \_\_\_\_\_      AL \_\_\_\_\_      Excess \_\_\_\_\_

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

\_\_\_\_\_  
Agency/Broker

\_\_\_\_\_  
Completed by (type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Completed by (Signature)

\_\_\_\_\_  
Name of Person to contact

\_\_\_\_\_  
Telephone Number

**ATTACHMENT "B"**  
**MINIMUM REQUIREMENTS FOR**  
**CERTIFICATES OF INSURANCE**

**COMMERCIAL GENERAL LIABILITY**

|                       |  |
|-----------------------|--|
| Bodily Injury         | \$500,000 each person<br>\$2,000,000 each occurrence   |
| Property Damage       | \$2,000,000 each occurrence<br>\$4,000,000 gen. aggregate  |
| or                    |  |
| Combined Single Limit | \$2,000,000 each occurrence<br>\$4,000,000 gen. aggregate  |
| Employers Liability   | \$2,000,000 each accident<br>\$1,000,000 each employee - disease<br>\$1,000,000 policy limit - disease |

**AUTOMOBILE LIABILITY**

|                       |  |
|-----------------------|--|
| Bodily Injury         | \$500,000 each person<br>\$2,000,000 each occurrence |
| Property Damage       | \$2,000,000 each occurrence                          |
| or                    |  |
| Combined Single Limit | \$2,000,000 each occurrence                          |

**WORKERS COMPENSATION**

|        |                                |
|--------|--------------------------------|
| Limits | Statutory<br>(show L & I ID #) |
|--------|--------------------------------|

Certificates shall be issued through insurance companies licensed to do business in the State of Washington pursuant to Title 48 RCW and who have a "Best's Insurance Guide" rating of not less than A+VII

Certificates of Insurance must be on file with the Districts prior to the start of any operations within the District.

## 1.0 GENERAL INFORMATION

West Sound Utility District, herein referred to as the Owner, requires the cleanout and redevelopment of Well 16. Well 16 is a 16-inch diameter well located at 2243 Eisenhower Ave SE in Port Orchard, Washington 98366. The well was drilled in 1979 to a depth of 303 feet with 16-inch casing and has a native completion with 40 feet of 16-inch telescope, 100-slot, stainless-steel screen set from 261 to 301 feet bgs. The water well report is attached. Post-construction, it was determined that the 100-slot screen was too coarse for the base of the formation, and 10 feet of pea gravel was placed inside the screen to control sand entry. It is anticipated that this pea-gravel reserve will be replenished after redevelopment.

The Owner has noticed increased drawdown and reduced yields from the well. As a result, the Owner desires to have the pump removed and have the interior of the well inspected with a downhole video camera to evaluate the condition of the casing and screens prior to redevelopment. Next, the well will be brushed, cleaned out, and mechanically redeveloped, which at different stages will include both a phosphate-free dispersant (e.g., Aqua-Clear PFD) and a pH-balanced disinfection product (e.g., Nu-Well 420) to address possible biofouling within the well and adjacent formation material. Other chemistries may also be considered based on the results of the initial downhole video inspection. Well 16 is located next to a creek and on-site infiltration of turbid water and spent chemistry is not an available option. The Contractor shall pump turbid water and spent chemistry to Contractor-provided tank(s) for neutralization; prior redevelopment efforts have used a Baker tank for this purpose. The Contractor will collect and transport this water and neutralized chemistry off-site for disposal. A post-redevelopment video inspection will then be conducted to document the efficacy of redevelopment activities.

The pump and motor, wire, pump column, and check valves (new in 2023) will be evaluated by the Contractor for reuse. Once the pump equipment has been removed from the well and evaluated, the Contractor shall prepare a complete inventory of the materials required for pump re-installation for review by the Owner; if beneficial to the project, the Owner may secure any necessary column and couplings for Contractor use. The Contractor will reinstall the equipment at the conclusion of well redevelopment and video inspection activities, verify equipment operation, and reconnect the well to the District's system. The District's electrician can be available to make the submersible splice to the motor's pigtails, if desired. Note that for the purposes of bid comparison, the hours indicated on the bid sheet for this task will be taken into account.

Robinson Noble, Inc., herein called the Geologist, shall direct work for the Project and act as the Owner's representative in all activities associated with the cleanout and redevelopment of the well. The Owner will provide access to the site prior to mobilization, if needed. Spoils bailed from the well will be collected on a tarp provided by the Contractor for subsequent disposal by the Owner. Potable water for redevelopment and video inspection activities will be provided on site. The well is inside of a building without direct line-of-sight from the anticipated rig position. The building has skylight access to the well, but the skylight is not centered over the well. Based on prior well work, however, it is anticipated that a typical cable-tool rig can set up over the well. Potential contractors are encouraged to arrange for a site visit to verify equipment access prior to submitting a bid.

## **2.0 SCOPE OF WORK**

The intent of this contract is to remove the existing pump, prepare the well and perform a pre-redevelopment video inspection, brush the casings and screens, clean out and redevelop the screens, perform a post-redevelopment video inspection, and then reinstall the pump equipment once cleanout and redevelopment is complete. The cleanout and redevelopment is anticipated to be a predominantly physical approach preferably using surge-and-bail methods accomplished via a cable-tool drilling rig. Alternately, a sufficiently sized pump hoist equipped with a spudding mechanism and a tool stem of sufficient weight to impart energy into the screen on the tool's downstroke may be used if a cable-tool rig cannot set up over the well.

Well cleanout and redevelopment shall be performed in accordance with applicable requirements of Washington Administrative Code (WAC) 173-160 and the requirements of these specifications. Where the requirements of these specifications are more stringent, the requirements of the specifications shall prevail, provided that nothing in these specifications shall be construed to require work in violation of the WAC.

## **3.0 EQUIPMENT AND MATERIALS**

- 3.1 DRILLING MACHINE (RIG):** Cleanout and redevelopment shall be accomplished by surge-and-bail methods only. If a cable-tool rig cannot access the well, a pump hoist is an acceptable alternative to a cable-tool drilling rig provided it has a spudding mechanism and can operate tools of a sufficient size and weight to effectively clean and redevelop the well. All appurtenant equipment including, but not limited to, bailers, brushes, and swabs are to be considered as part of the rig, available to the project as needed, and delivered to the site as a function of project mobilization.

## **4.0 EXECUTION OF WORK**

- 4.1 COMPLETION TIME:** All work shall be completed as coordinated and identified within the contract with the District for the specified work. The project starting time shall be coordinated with the Owner. There shall be no work performed on holidays or weekends unless approval for such work is granted by the Owner and Geologist. Requests for extended work hours or days shall be made at least 24 hours prior to that requested time. Exceptions may be granted in emergency situations where it is clear and agreed to by all parties that project progress would be significantly threatened by a holiday/weekend delay or to allow the contractor to affect repairs on equipment to ensure continued project progress on the next regular workday. It shall be the responsibility of the Contractor to keep the Owner and the Geologist informed of any intent to change the normal work schedule. Such notification shall be timely to avoid either's travel to an inactive drilling rig.
- 4.2 SITE PREPERATION AND RESTORATION:** The Contractor is responsible for any needed site preparation, as well as restoration of any damage to the site as a result of the Contractor's activities. The site is gated but not fenced. The gate must be locked when the site is not occupied. The District will supply the selected contractor a fenced site for storage located at 2924 SE Lund Avenue.



**4.3 CLEANOUT AND REDEVELOPMENT:** The cleanout and redevelopment of the well shall be as directed by the Geologist. The Owner and Geologist will coordinate with the Contractor so that the video inspection of the interior of the well can be completed as soon as possible after the pump is removed. The Owner requires a 72-hour notice prior to starting work to allow for this coordination. Following pump removal, the Contractor shall flush the well with potable water, provided by the Owner, for a minimum of eight hours prior to the video inspection to improve water column visibility. After the video inspection, cleanout shall include the brushing of the interior of the well casing and screens to remove loose scale and encrustation, then bailing any accumulated material from the well with a sand-pump bailer.

Following brushing, mechanical redevelopment shall be accomplished by surging of the screens station-by-station with surge discs on the drill stem. The Contractor will have NSF-certified phosphate-free dispersant (e.g., Aqua-Clear PFD) and disinfection products (e.g., Nu-Well 420), sufficient to dose the well twice with each per the manufacturer's specifications, on-site and available to the project, if needed. Accumulated material within the well will be removed from the well with a sand-pump bailer or other means (e.g., water jetting, air-lift pumping) as deemed appropriate by the Geologist. The driller shall measure and tabulate accumulations of material with a tagline at the beginning and end of each day and between surge passes.

After the disinfection process, a Contractor-supplied submersible pump capable of at least 100 gpm from a depth of 250 feet bgs will be used to pump turbid water and spent chemistry to the Contractor's tank for neutralization. Due to the proximity of the creek, the Contractor will be required to collect and transport this water and neutralized chemistry off-site for disposal. It may be possible for the District to provide a local disposal location for fully neutralized chemistry and water in exchange for a reduced fee on the bid item. For estimation purposes, however, the Contractor should anticipate a minimum of 3 applications of chemistry (Aqua-Clear PFD and Nu-Well 420), storage and transport costs, off-site disposal fees, and all transportation costs to the Contractor's selected disposal facility.

At all times during the work, the Contractor shall have on hand a supply of chlorine solution or dry chlorine. Chlorination shall be done as directed by the Geologist or as desired by the Contractor such that disinfection of the drill string and materials is accomplished. No extra payment is authorized for normal chlorination.

Following the completion of cleanout and redevelopment, the Owner and Geologist will coordinate with the Contractor for the final video inspection of the interior of the well screen to evaluate the results of the cleanout and redevelopment effort. The Contractor shall again flush the well with potable water, provided by the Owner, for a minimum of eight hours prior to the video inspection to improve water column visibility. Upon the satisfactory completion of cleanout and redevelopment activities, the Contractor will re-install the pump equipment and reconnect the well to the District's system.

Well redevelopment and pump installation shall be performed by an experienced and licensed well driller and a helper. Only competent workers shall be employed on the job.

**4.4 CAPPING:** At all times during the progress of the work, the Contractor shall protect the well in such a manner as to effectively prevent either tampering with the well or entrance of foreign matter into it. The well must be secured when the Contractor is not on site.

## **5.0 SUBMITTALS**

**5.1 DAILY LOGS:** The Contractor shall keep a daily written log of operation, including: tools used; depth to water at the beginning and end of the shift; pumping rates and durations; use and application rate of any chemistry; and progress of development work, including all observations of filter pack level and accumulated development spoils. A duplicate copy of the daily log shall be furnished to and approved by the Geologist no later than the beginning of the following day's work.

**5.2 PROJECT INVOICES:** The Contractor will provide the Geologist with a copy of each invoice prior to submittal to the Owner. The Geologist will review the invoice for accuracy. The Contractor will allow sufficient time for this review such that the Owner's schedule submittal of invoices can still be met.

## **6.0 MEASUREMENT AND PAYMENT**

**6.1 MOBILIZATION AND DEMOBILIZATION:** The lump sum price established in the bid proposal for Mobilization, Clean Up and Demobilization shall be billable at the rate of 70% of price bid when drilling starts and the final 30% when all equipment and materials are removed from the site and the site is left in a clean and orderly state. This item includes all compensation for site preparation, restoration, and provision of sufficiently sized container(s) to facilitate efficient neutralization of any required chemicals and to safely transport turbid water and neutralized chemicals off site to the Contractor's selected disposal site.

**6.2 AUTHORIZED RIG WORK:** Any directed work that requires a fully operating rig and a minimum of a two-person crew and is not otherwise covered by unit prices herein shall be paid at the rig hourly rate provided in the bid proposal. No extra payment for rig hourly work shall be made when equipment being used is not in good working condition. Pump removal, inspection, and installation are included in the hourly scope. No payment will be authorized for standby time during the video inspection(s).

**6.3 TEMPORARY PUMP FOR BOREHOLE CLEARING:** Provision of the temporary submersible pump specified in Item 4.3 includes initial installation and subsequent removal of all equipment (pump, wire, column, sounding tubes) and the first 2 hours of pumping. Specified accessories and transmission lines are considered to be part of the pump unit. The pump shall remain available to the project throughout redevelopment activities. Price bid includes provision of an accepted discharge method for water pumped, such as a meter, orifice weir, or other means of accurate flow measurement; a valve or other means to adjust flow rate; manual water level observations; and 200 feet of discharge line to escort water to the point of disposal. After the initial pump set and removal, additional resetting of the temporary pump will be covered under Item 6.2; all pumping beyond the first two hours would be covered under Item 6.4.

**6.4 OPERATE TEMPORARY PUMP:** All pumping beyond the initial two (2) hours shall be paid at the hourly rate indicated in the bid proposal. Only one operator is required during pump operation. This item does not apply in situations where the pump is not operational, representative water level measurements cannot be obtained from the installed sounding tubes, or when the pump operation is below the requirements set forth in Items 4.3 unless otherwise agreed to by the Geologist.

**6.5 CONTRACTOR SUPPLIED TANK(S), TRANSPORT, AND OFF-SITE DISPOSAL OF TURBID WATER AND NEUTRALIZED CHEMISTRY:** Reflects all lump sum costs, as shown in the bid estimate, for the provision and use of the Contractor's tank(s) for the duration of the project and all transport and off-site disposal costs for turbid water and neutralized chemistry.

**6.6 EXTRA MATERIALS:** Not otherwise herein specified shall be provided only as directed and shall be paid for at documented cost plus 15% handling. Extra materials include but are not limited to filter pack, phosphate-free dispersants (e.g., Aqua-Clear PFD) to help remove fine formation material, and disinfection products (e.g., Nu-Well 420) for well disinfection.

## BID PROPOSAL

### WEST SOUND UTILITY DISTRICT CLEANOUT AND REDEVELOPMENT OF WELL 16

| Item | DESCRIPTION  | Units     | Price Per Unit | Estimated Total Cost for Bid Comparison |
|------|--|-----------|----------------|---|
| 1    | Mobilization and Demobilization  | One       | Lump Sum       |   |
| 2    | Authorized Rig work  | 110 Hours | \$/_____/ HR   |   |
| 3    | Temporary pump for borehole clearing (installation, removal; 2 hours of pumping)                     | One       | Lump Sum       |   |
| 4    | Operate temporary pump (beyond 2 hours)  | 8 Hours   | \$/_____/ HR   |   |
| 5    | Contractor supplied tank(s), transport, and off-site disposal of turbid water/neutralized chemistry. | Est       | Lump Sum       |   |
| 6    | Extra Materials, supplies (Cost plus 15%)  | Est.      | \$1,500        |   |

Base Bid Total \_\_\_\_\_

Time and Materials Not to Exceed (In words):

\_\_\_\_\_

\_\_\_\_\_

Will the District's electrician be requested to make pump and VFD connections?

Yes \_\_\_\_\_ / No \_\_\_\_\_

If yes, approximately how many Contractor hours will this save?

\_\_\_\_\_

Proposed Date to Begin Site Activities:

\_\_\_\_\_

Firm Name:

\_\_\_\_\_

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

**BID PROPOSAL**

It is understood and agreed that the quantities stated are approximate and are subject to either increase or decrease, and are stated for the purpose of comparing bids and fixing the amounts of Surety bonds, and that should the quantities of any of the items of work be increased, the undersigned Contractor submitting the bid shall perform the additional work at the unit prices set out above, and on actual quantities installed at such unit prices, and the undersigned Contractor will make no claims for increase or decrease in the quantities. It is further understood that actual quantities will be determined upon completion of the work covered by the Contractor.

**SALES TAX:**

None of the above bid prices include State Sales Tax.

**OWNER’S RIGHT TO EVALUATION OF BIDS:**

The Owner is not obligated to accept the low bid. Owner reserves the right to confer with any or all contractors to ascertain the experience record and to inspect the materials and equipment proposed for this work, and shall satisfy himself/herself that the contractor submitting the bid is capable of fulfilling this Contract. The Owner reserves the right to reject any or all bids.

The undersigned hereby designates as his officer to which such notice of acceptance may be sent.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Note: If the submitting contractor is a corporation, write State of Incorporation; and if a partnership, give full names and addresses of all partners below:

\_\_\_\_\_

\_\_\_\_\_

## 7.0 GENERAL PROVISIONS

- 7.1 TIME FOR COMMENCEMENT AND COMPLETION:** The Contractor shall notify West Sound Utility District 48-hours prior to the time of commencement of his work and the work shall be commenced and completed as set forth in the Contract.
- 7.2 CLAIMS FOR DAMAGE:** The Contractor shall not be entitled to any claim or damages on account of hindrance or delays from any cause whatsoever; but if occasioned by causes beyond the control of the Contractor, or by any act or omission on the part of the Purchaser, such act, hindrance, or delay may entitle the Contractor to an extension of time in which to complete the work, provided that the Contractor gives notice in writing stating the cause of such act, hindrance or delay within two (2) days after its occurrence.
- 7.3 PAYMENTS:** The Contractor shall submit invoices to the District at the end of the project for the services performed. Payments will be made no later than thirty (30) calendar days upon acceptance and District approval of the Contractor's invoice.

**Retention of Public Works Contracts:** Five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the District. Said funds shall not be released until the expiration date of thirty (30) days after the acceptance of the completed contract and the receipt of a certificate from the proper authorities. The Contractor shall certify that there are no unsatisfied liens against the fund. Certificates shall be obtained from the State Tax Commission, and any suppliers of labor, material, or equipment as requested by the District.

Prior to release of retainage, the Contractor shall provide the following:

- Affidavit of Wages Paid from Department of Labor
- Certificate from the Department of Revenue that all taxes and penalties are paid.
- Certificate from Contractor that all suppliers and subcontractors have been paid and that there are no liens against the project.

- 7.4 INTERPRETATIONS OF DOCUMENTS:** The documents forming the contract are complementary, and what is called for in one shall be binding as if it were called for by all. They are intended to include all details and material reasonably necessary for the proper execution of the work.

**7.5 PROTECTION OF LIFE AND PROPERTY, AND INDEMNITY AGREEMENT:**

a. Responsibility for the protection of the work, the workers, all public utilities, the public at large, and traffic in general against damage and injury chargeable to the construction or any circumstances, conditions, or negligence in connection therewith, shall rest with the Contractor and he shall be liable therefore. The Contractor shall erect and maintain good and sufficient guards, barricades, signs, lights, and signals at all unsafe places at or near the work, and shall do all other things necessary to prevent accident or loss of any kind as a result of his operations.

b. The Contractor covenants that he will indemnify the Purchaser from any loss, damage, cost, charge, or expense whether to persons or property to which the Purchaser may have been put by reason of any act, action, neglect, omission, or default on the part

of the Contractor. The Contractor hereby covenants to assume the defense thereof and to pay any and all judgments that may be incurred by or obtained against the Purchaser.

- 7.6 CHANGES IN WORK AND EXTRA WORK:** The right is reserved without impairing the contract, to order the performance of such extra work of a class not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the work included in the contract. Such changes and extra work shall be done in accordance with the Contract Documents insofar as the contract documents are applicable and shall be paid for as provided for herein. Payments for extra work will be made at unit price bid, if applicable, or at cost plus fifteen percent (15%). The Contractor shall not commence or perform any extra work for which he expects extra compensation until such work has been ordered in writing by the District. All claims for extra work must be approved by the District in writing at the completion of such work.
- 7.7 CONTRACTOR RESPONSIBILITY FOR WORK DONE:** The Contractor shall furnish for the price bid all skill, labor, and materials required for the complete performance of the contract, and shall fully complete the work. He/she shall be responsible for the entire contract and shall maintain the same during construction and until final acceptance of the entire improvement by the Purchaser. He/she shall also replace and make good any and all defective materials or workmanship in any part of the work or equipment covered by this contract if discovered within two (2) years following acceptance of the work. The performance bond furnished shall guarantee such replacement and repair and shall save harmless and indemnify the Purchaser from such defective materials or workmanship for a period of two (2) years following the acceptance of the work.
- 7.8 CLEANING UP:** From time to time as may be ordered by the Purchaser, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the work.
- 7.9 TERMINATION FOR BREACH:** Should the Contractor, at any time, refuse, or neglect to supply a sufficient number of properly skilled workmen or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements therein contained, the Purchaser may, at its option and after giving ten (10) days' notice in writing to the Contractor, provide such sufficiency of labor or materials and deduct the cost thereof from any monies due or thereafter to become due under this contract.

In the event of such refusal, neglect or failure, or if the Contractor abandons the work undertaken under this contract, the Purchaser may, at its option, transfer the employment for said work from the Contractor to the surety. Written notice of such transfer of employment shall be given to the Contractor and to his surety or his surety's representative, except that no notice need be given a Contractor who has abandoned work. Upon receipt of such notice, such surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ, by contract or otherwise, any person or persons to finish the work and provide the materials therefore, without termination of the continuing full force and effect of this contract. In case of such transfer of employment

to such surety, that surety shall be paid in its own name on estimates covering work subsequently performed under the terms on this contract and according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

In lieu of the foregoing, if the Purchaser so elects, it may terminate the employment of the Contractor for said work and enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ, by contract or otherwise, a person or persons to finish the work and provide the material therefore. In case of discontinuance of employment by the Purchaser as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this contract until the work shall be fully finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Purchaser in finishing the work and all damages sustained or which may be sustained by the Purchaser by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the Purchaser to the Contractor and his surety. However, if such costs exceed the amount of the unpaid balance to be paid under this contract, the Contractor and his surety shall be jointly and severally liable therefore to the Purchaser and shall pass the difference to the Purchaser.

**7.10 SCOPE OF SPECIFICATIONS:** It is the intent of these specifications to describe the project complete in every respect. Any work that may have been accidentally implied, shall be furnished by the Contractor the same as if it had been specifically stated. In accepting this contract, he shall assume responsibility for methods of performing and installing the work.

**7.11 MATERIALS:** All materials called for shall be erected or applied in accordance with the manufacturer's instructions.

**7.12 SCHEDULES AND REPORTS:** The Contractor shall furnish the following schedule to the Purchaser within fifteen (15) days from the signing of the contract where practical.

- a. Schedule of all subcontractors to be used by the general contractor on this project.
- b. Department of Labor and Industries "Statement of Intent to Pay Prevailing Wages on Public Works Contract".
- c. Schedule of all materials, supplies, and labor contracts and the amounts for the same.
- d. Schedule of proposed work progress by calendar day.
- e. Upon completion of the project, execute required documents of certification of state and local government agencies as required by law for public works contracts.



## **8.0 SPECIAL SPECIFICATIONS**

- 8.1 QUALITY ASSURANCE:** The Contractor is required to remove and replace any work found deficient or not complying with the requirements of the plans and specifications, at no additional cost to the Purchaser.
- 8.2 SAFETY:** The Contractor is required to comply with all rules and regulations of the County, and State authorities regarding job safety and any necessary traffic control. Extreme care shall be taken by the Contractor to avoid accidents.
- 8.3 PUBLIC SAFETY:** The general contractor shall be responsible for his subcontractors in all respects insofar as this project is concerned. The Contractor shall be responsible for the erection and maintenance of good and sufficient guards, barricades, signs, lights, and signals at all unsafe places at or near the work.

## **9.0 PREVAILING WAGES:**

The Contractor agrees that the hourly minimum rate of wage which may be paid to laborers, workmen, or mechanics in each trade or occupation required by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of said work, shall not be less than the prevailing rate of wage.

The Contractor further agrees to comply with the provisions of RCW. 39.12, and in particular, to comply with the procedure for complying with said laws as set forth in the Information Bulletin dated July 19, 1965, revised January 1966 as issued by the Department of Labor and Industries of the State of Washington and any amendment or supplements thereto.

The Contractor, on or before the date of commencement of work, shall file a certificate and statement, verified by oath by the Contractor or subcontractor as the case may be, that he has read such a statement and certificate subscribed by him and knows the contents thereof, and that the same is true of his knowledge, said certificate and statement to be filed with the Purchaser and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any supplemental statements which may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wage for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his decision therein shall be final and conclusive and binding on all persons involved in the dispute. West Sound Utility District retains the right to audit the Contractor's records.

Prevailing Wage Rates may be found at: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

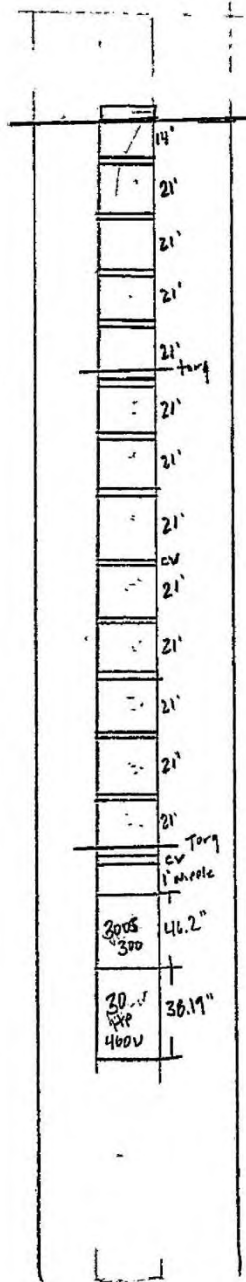
- The wage publication date to use is January 22, 2024,
- The project is located in Kitsap County;
- A copy of the applicable wage rates is available for viewing at West Sound Utility District Administrative Offices, 2924 SE Lund Avenue, Port Orchard, WA
- West Sound Utility District will mail a hard copy of the applicable wage rates upon request.

### **9.1 PREVAILING WAGE PROCEDURES**

Public Works construction contracts require compliance with the Prevailing Wage Laws. All contractors are encouraged to call the Department of Labor and Industries at (360) 902-5334 to obtain the required forms and to seek specific information.

The following are required:

1. The contractor shall provide the original Intent to Pay Prevailing Wages, which has been approved by L&I, before any progress payment is paid. This requires prompt submittal of the contractor's and subcontractor's forms to L&I.  
RCW 39.12.040
2. Each progress payment submitted to the Purchaser shall have a statement from the contractor that the prevailing wages have been paid in accordance with the pre-filed Intent to Pay Prevailing Wages.  
RCW 39.12.040
3. At the conclusion of the contract, the contractor shall provide to the Purchaser the original and L&I approved Affidavits of Wages Paid from the contractor and the subcontractors. The Purchaser will not release retainage until all approved Affidavits are received and the Department of Revenue has authorized release of retainage.  
RCW 39.12.040



267' of 4" Black T+C pipe. 280' of #8  
 Sub cable Section @ 270.85' Reinstalled  
 1" + 3/4" Sounding tube 3005300 gross for wet end  
 30 HP 460V 3PH motor - FLA 39.5 MLA 45.2 LRA 284

# **BID DOCUMENTS**

**WEST SOUND UTILITY DISTRICT  
BID BOND FORM**

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ \_\_\_\_\_ which is **not less than five percent (5%) of the total bid.**

Sign Here: \_\_\_\_\_

**BID BOND**

Know all men by these presents, that we \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto WSUD, as obligee in the penal sum of \_\_\_\_\_ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for \_\_\_\_\_, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Return of deposit in the amount of \$ \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

## BID PROPOSAL

### WEST SOUND UTILITY DISTRICT CLEANOUT AND REDEVELOPMENT OF WELL 16

| Item | DESCRIPTION  | Units     | Price Per Unit | Estimated Total Cost for Bid Comparison |
|------|--|-----------|----------------|---|
| 1    | Mobilization and Demobilization  | One       | Lump Sum       |   |
| 2    | Authorized Rig work  | 110 Hours | \$/HR          |   |
| 3    | Temporary pump for borehole clearing (installation, removal; 2 hours of pumping)                     | One       | Lump Sum       |   |
| 4    | Operate temporary pump (beyond 2 hours)  | 8 Hours   | \$/HR          |   |
| 5    | Contractor supplied tank(s), transport, and off-site disposal of turbid water/neutralized chemistry. | Est       | Lump Sum       |   |
| 6    | Extra Materials, supplies (Cost plus 15%)  | Est.      | \$1,500        |   |

Base Bid Total \_\_\_\_\_

Time and Materials Not to Exceed (In words):

\_\_\_\_\_

\_\_\_\_\_

Will the District's electrician be requested to make pump and VFD connections?

Yes \_\_\_\_\_ / No \_\_\_\_\_

If yes, approximately how many Contractor hours will this save?

\_\_\_\_\_

Proposed Date to Begin Site Activities:

\_\_\_\_\_

Firm Name:

\_\_\_\_\_

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

**BID PROPOSAL**

**WEST SOUND UTILITY DISTRICT  
CLEANOUT AND REDEVELOPMENT OF WELL 16**

| Item | DESCRIPTION  | Units     | Price Per Unit | Estimated Total Cost for Bid Comparison |
|------|--|-----------|----------------|---|
| 1    | Mobilization and Demobilization  | One       | Lump Sum       | 40,000.00                               |
| 2    | Authorized Rig work  | 110 Hours | \$ 700. / HR   | 77,000.00                               |
| 3    | Temporary pump for borehole clearing (installation, removal; 2 hours of pumping)                     | One       | Lump Sum       | 18,000.00                               |
| 4    | Operate temporary pump (beyond 2 hours)  | 8 Hours   | \$ 700. / HR   | 5,600.00                                |
| 5    | Contractor supplied tank(s), transport, and off-site disposal of turbid water/neutralized chemistry. | Est       | Lump Sum       | 50,000.00                               |
| 6    | Extra Materials, supplies (Cost plus 15%)  | Est.      | \$1,500        | 1,500.00                                |

Base Bid Total \$ 192,100.00

Time and Materials Not to Exceed (In words):

One Hundred Ninety Two THOUSAND, ONE HUNDRED DOLLARS AND 0 CENTS

Will the District's electrician be requested to make pump and VFD connections?

Yes  / No

If yes, approximately how many Contractor hours will this save?

N/A

Proposed Date to Begin Site Activities:

WITHIN 10 DAYS OF NTP

Firm Name:

HOLT SERVICES INC

By:

[Signature]

Date:

2-19-2024

**BID PROPOSAL**

It is understood and agreed that the quantities stated are approximate and are subject to either increase or decrease, and are stated for the purpose of comparing bids and fixing the amounts of Surety bonds, and that should the quantities of any of the items of work be increased, the undersigned Contractor submitting the bid shall perform the additional work at the unit prices set out above, and on actual quantities installed at such unit prices, and the undersigned Contractor will make no claims for increase or decrease in the quantities. It is further understood that actual quantities will be determined upon completion of the work covered by the Contractor.

**SALES TAX:**

None of the above bid prices include State Sales Tax.

**OWNER'S RIGHT TO EVALUATION OF BIDS:**

The Owner is not obligated to accept the low bid. Owner reserves the right to confer with any or all contractors to ascertain the experience record and to inspect the materials and equipment proposed for this work, and shall satisfy himself/herself that the contractor submitting the bid is capable of fulfilling this Contract. The Owner reserves the right to reject any or all bids.

The undersigned hereby designates as his officer to which such notice of acceptance may be sent.

Name of Firm: Holt Services Inc  
By: [Signature]  
Title: COO/CFO  
Address: PO Box 1659 Milton, WA 98354  
Phone: 253-604-4878

Note: If the submitting contractor is a corporation, write State of Incorporation; and if a partnership, give full names and addresses of all partners below:

\_\_\_\_\_  
\_\_\_\_\_



**PUBLIC WORKS CONTRACT**

Parties: WEST SOUND UTILITY DISTRICT &

**THIS IS AN AGREEMENT** entered into between West Sound Utility District, a Washington State Municipal Corporations, hereinafter called "District," and \_\_\_\_\_, hereinafter called "Contractor."

Pursuant to its resolutions and procedures, the District has determined the Contractor to be the lowest responsible bidder to perform the services hereinafter described. The purpose of this document is to set forth the specific terms of the parties' agreement in writing.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. Services to be performed by Contractor. The services to be performed are identified in the attached plans and specifications, referred to as Attachment "A" which by this reference is incorporated herein. In performing its work, the Contractor shall supply all necessary labor and materials to fully and completely finish the work called for herein.

2. Payment for Services. The total payment from the District to the Contractor for the work to be performed by the Contractor as described herein shall be **the total sum of \$ \_\_\_\_\_ plus applicable Washington State sales tax.** Payment of this said amount shall be due and owing within forty-five days of the completion of the work by the Contractor and acceptance by the District. Acceptance shall not be unreasonably withheld.

3. Commencement/Completion of Work. **The contractor shall commence its work for the District on or before \_\_\_\_\_.** **All work called for herein shall be fully completed by the Contractor on or before \_\_\_\_\_:**

4. Contractor Representations. The Contractor hereby represents and warrants to the District as follows:

A. Bonding Company and License No. The Contractor is fully licensed, bonded, and in good standing with the State of Washington.

- 1) It's Contractor License Number. with Washington State is \_\_\_\_\_
- 2) It is currently bonded with the following bonding company to do business in the State of Washington
  - a) Bond No. \_\_\_\_\_.
  - b) This bond was issued on the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

3) In addition to the above, the Contractor is required to provide a Performance Bond and Payment in accordance with the Prevailing Wage regulations prior to the commencement of work.

B. Evidence of Insurance. Prior to performing its construction work, the Contractor shall provide the District with written evidence of insurance covering public liability and property damage concerning the work to be performed. If the total amount of services to be performed by the Contractor exceeds five thousand and 00/100 dollars (\$5,000.00) the coverage limits for liability shall be not less than

as set forth on Attachment "B" entitled "Minimum Requirements for Certificates of Insurance" which by this reference is incorporated herein and made a part hereof.

In the event Attachment "B" is applicable hereto, the Contractor shall be obligated to comply with all terms and specifications set forth therein.

C. Hold Harmless Provision. The Contractor shall indemnify, defend, and hold harmless the District, its engineer, agents, and employees from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made and/or entered against the Districts, its engineer, their agents, and employees by reason of, or arising out of, the acts or omissions of the Contractor, its agents, or employees, including costs and attorney's fees incurred by the Districts and its agents and representatives in investigating and defending against any such claims in the event of failure of the Contractor to so defend as herein required.

D. Prevailing Wages. Concerning the work called for herein, the Contractor agrees to pay hourly wages to its laborers and workers in accordance with Washington law and specifically in accordance with RCW 39.12.020 dealing with the prevailing rates to be paid on public-works projects. The Contractor represents it is fully knowledgeable concerning the terms of RCW 39.12.020. The first invoice cannot be paid until the District has received the approved Intent to Pay Prevailing Wages. Retainage shall be 5% of each invoice. Retainage cannot be released until the Affidavit of Wages Paid is approved by the State and the Department of Revenue has approved the release of funds.

E. Performance of Work. The Contractor shall perform all work in a good, workmanlike and timely fashion. All materials used by the Contractor in its work shall be of a good or superior quality. In performing its work, the Contractor shall also act in accordance with all applicable local, state, and federal laws and regulations.

F. Warranty. The Contractor represents and warrants that all services and materials used by it in its services for the District shall be completely free of defects for a period of time lasting two (2) years from the date of completion. In the event any defects are discovered within the warranty time concerning the Contractor's services or materials used by it, the Contractor shall promptly cure any said defects.

G. Non-assignment of Obligations. The contractor is hereby prohibited from assigning or in any manner transferring its obligations under this contract to any third party or entity. The Contractor shall be personally responsible for performance of all work and obligations placed upon it hereunder. The person in charge of the Contractor's work hereunder shall be \_\_\_\_\_, and he/she shall make him or herself available to the District representative at all reasonable time for consultation.

H. District Inspection. Prior to commencing its work, the Contractor shall meet with the District representative(s) and these parties shall set forth an inspection schedule to be followed by the District in inspecting the Contractor's work while it is in progress. The contractor shall promptly report to the District, in writing, all errors and omissions it commits in performing the work.

5. Risk of Loss. Until the Contractor's work for the District has been fully completed and accepted by the District, all risk of loss concerning the project shall be borne by the Contractor.

6. Cooperation of Parties. The parties shall strive at all times to cooperate with one another in good faith so the terms and spirit of this agreement may be carried out in a good and timely manner.

7. Legal Action. In the event either party employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this agreement, or any appeal therefrom, then and in any such event, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay,

all of the prevailing parties reasonable costs and attorney fees therein incurred. The venue and jurisdiction for any such action shall lie with the appropriate court in Kitsap County, Washington.

8. Complete Agreement. This agreement constitutes the full and complete agreement between the parties concerning the matters set forth herein. There are no other agreements, either written or verbal, in existence.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WEST SOUND UTILITY DISTRICT:

\_\_\_\_\_  
Glen R. Screws, General Manager

CONTRACTOR:

\_\_\_\_\_



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1128-24**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
AUTHORIZING CONTRACT AWARD FOR THE  
WELL 11 PUMP, MOTOR REPLACEMENT AND REDEVELOPMENT  
WITH HOLT SERVICES, INC.**

**WHEREAS**, the District’s Well 11 requires a new pump, motor and rehabilitation services; and

**WHEREAS**, the 2024 Water Capital Fund contains funding for such work; and

**WHEREAS**, utilizing the formal competitive bidding procurement process, the District prepared and advertised plans, and specifications for the project (Exhibit “A”); and

**WHEREAS**, the District received one (1) bid from contractors with the ability to perform the requested work from the small works roster with a bid opening that occurred on February 20, 2024, at 9:15 am; and

**WHEREAS**, of the bids received, the lowest responsible bidder for the project was Holt Services, Inc. who provided a bid (Exhibit “B”) for total cost in the amount of \$221,100.00 not including applicable tax; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The Board approves and awards the small works contract for Well 11 pump, motor and rehabilitation services to Holt Services, Inc.

**Section 2.** The General Manager is hereby authorized to execute the small works contract (Exhibit “C”) with Holt Services, Inc. and is further authorized to approve amendments to the Contract or change orders in an amount not to exceed 5% of the total cost amount including sales tax, provided the changes are: a) within the scope of the project; b) consistent with the bid process; and c) executed in writing.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled February 21, 2024.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary

2024



**PUMP/MOTOR  
REPLACEMENT, CLEANOUT  
AND REDEVELOPMENT OF  
WELL 11**

# PUMP/MOTOR REPLACEMENT, CLEANOUT AND REDEVELOPMENT OF WELL 11

## TABLE OF CONTENTS

|  |    |
|--|----|
| Notice to Bidders                                | 2  |
| Instruction to Bidders                           | 3  |
| District Public Works Contract (Sample)          | 4  |
| Performance and Payment Bond (Sample)            | 6  |
| Bid Bond Form (Sample)                           | 8  |
| Insurance Requirements                           | 9  |
| General Information                              | 15 |
| Scope of Work                                    | 16 |
| Equipment and Materials                          | 17 |
| Execution of Work                                | 17 |
| Submittals                                       | 18 |
| Measurement and Payment                          | 18 |
| Bid Proposal Sheet Sample                        | 20 |
| General Provisions                               | 22 |
| Special Specifications                           | 25 |
| Prevailing Wages                                 | 25 |
| Prevailing Wage Procedures                       | 25 |
| Water Well Report-Reconstruction Details         | 27 |
| Well Pump and Motor Information                  | 29 |
| Bid Forms ( <b>Required for Bid Submission</b> ) | 30 |

## SECTION I

### NOTICE TO BIDDERS

West Sound Utility District is seeking a qualified contractor to provide pump and motor replacement and redevelopment services and for its Well 11.

Well 11 is a 12-inch-diameter well located at 2764 Water Lane SE in Port Orchard, Washington 98366. The well was originally completed with 10-inch-diameter screens (20- to 100-slot) from 485–520 feet below ground surface (bgs) and a 5-foot tailpipe from 520 to 525 feet bgs. To address sand production issues, the well was reconstructed in 2003 with a 12-/10-inch-diameter sand control sleeve at the top of the original riser assembly and 30-slot, 6-inch-diameter screens (inside the existing 10-inch-diameter screens) filter-packed with 8x12 Colorado Silica. Well construction details and reconstruction report are attached.

Sealed bids will be received by West Sound Utility District (“District”) **9:15 am. on Tuesday, February 20, 2024**, at the office of West Sound Utility District located at 2924 SE Lund Avenue, Port Orchard, Washington, 98366. Bids received after such time and date will not be considered. No Bidder may withdraw a Bid after the deadline for the submittal of bids. Bids properly received will be publicly opened and read at the District Offices following the deadline for the submission of bids. Bids shall be submitted in accordance with the Contract Documents. Bids shall constitute offers to the District which shall be binding for thirty (30) days from the date of bid opening.

The District reserves the right to reject any bid, any portion of any bid and/or to reject all bids. The District further reserves the right, but without obligation, to waive informalities and irregularities. **No bid will be considered unless accompanied by a bid guaranty (certified or cashier's check, surety bond, or postal money order) payable to West Sound Utility District in an amount not less than five percent (5%) of the Bid.**

Bid Documents may be obtained at the West Sound Utility District office at the address above or by downloading from the district website at [www.wsud.us/rfps](http://www.wsud.us/rfps). The District reserves the right to award to the lowest responsive, responsible bidder as it best serves the interest of the District. The Bidder to whom the Contract is awarded shall execute and return the Contract to the District within fifteen (15) calendar days from the date the Notice of Award is mailed to the Bidder. In case of failure of the Bidder to execute the Contract, the Bidder shall be in default, the Bid Bond shall be forfeited to the District and the District shall have the right to award the Contract to the next lowest responsive, responsible Bidder.

Questions regarding Contract Documents, this invitation to bid or request for a site visit may be directed to John Tapia at West Sound Utility District at 360-874-5012 or [jtapia@wsud.us](mailto:jtapia@wsud.us). A bidder may be required to submit a question in writing. No oral responses to questions by District personnel about the bid will be binding on the District.



## **INSTRUCTIONS TO BIDDERS**

**FORM OF BID:** Proposals shall be made upon the form(s) provided within this Request for Proposal.

**SUBMISSION OF BID:** Bid on Proposal Form, Bid Bond and Schedule of Bid Prices shall be enclosed in an opaque sealed envelope, addressed to the named in the NOTICE TO BIDDERS, and delivered as required by the NOTICE TO BIDDERS.

**EVIDENCE OF QUALIFICATIONS:** Upon request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence of the bidder's financial resources, his/her experience, and the organization and equipment he has available for the performance of the contract.

**REJECTION OF BIDS:** The District reserves the right to reject any and/or all proposals and also the right to waive any formalities in connection with said proposals or bids.

**PERFORMANCE BOND:** The successful bidder will be required to furnish, prior to final award of contract and within fifteen (15) calendar days after acceptance of his proposal, a surety bond or bonds, acceptable to the Purchaser, as security for the faithful performance of the contract, including the payment of all persons performing labor on the project and the furnishing of all materials required to be furnished by him/her in connection with the contract. The bond or bonds shall be for the full amount or the contract price and shall remain in effect until two (2) years after the acceptance of the work by West Sound Utility District.

**PAYMENTS TO CONTRACTOR:** All payments to the contractor for services performed on this project will be within 30 calendar days of District approval of the contractor invoices.

**EXECUTION OF CONTRACT:** Within fifteen (15) days after receiving contract documents from Purchaser, the successful bidder will be required to execute said contract and furnish a performance bond.

### **CONTRACT DOCUMENTS**

All documents have been included for informational purposes. West Sound Utility District will forward the required documents not required for proposal submission to the awarded contractor.

## PUBLIC WORKS CONTRACT

Parties: WEST SOUND UTILITY DISTRICT &

---

**THIS IS AN AGREEMENT** entered into between West Sound Utility District, a Washington State Municipal Corporation, hereinafter called "District," and \_\_\_\_\_, hereinafter called "Contractor."

Pursuant to its resolutions and procedures, the District has determined the Contractor to be the lowest responsible bidder to perform the services hereinafter described. The purpose of this document is to set forth the specific terms of the parties' agreement in writing.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. Services to be performed by Contractor. The services to be performed are identified in the attached plans and specifications, referred to as Attachment "A" which by this reference is incorporated herein. In performing its work, the Contractor shall supply all necessary labor and materials to fully and completely finish the work called for herein.

2. Payment for Services. The total payment from the District to the Contractor for the work to be performed by the Contractor as described herein shall be **the total sum of \$\_\_\_\_\_ plus applicable Washington State sales tax.** Payment of this said amount shall be due and owing within forty-five days of the completion of the work by the Contractor and acceptance by the District. Acceptance shall not be unreasonably withheld.

3. Commencement/Completion of Work. **The contractor shall commence its work for the District on or before \_\_\_\_\_.** **All work called for herein shall be fully completed by the Contractor on or before \_\_\_\_\_.**

4. Contractor Representations. The Contractor hereby represents and warrants to the District as follows:

A. Bonding Company and License No. The Contractor is fully licensed, bonded, and in good standing with the State of Washington.

- 1) It's Contractor License Number. with Washington State is \_\_\_\_\_
- 2) It is currently bonded with the following bonding company to do business in the State of Washington
  - a) Bond No. \_\_\_\_\_.
  - b) This bond was issued on the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

3) In addition to the above, the Contractor is required to provide a Performance Bond and Payment in accordance with the Prevailing Wage regulations prior to the commencement of work.

B. Evidence of Insurance. Prior to performing its construction work, the Contractor shall provide the District with written evidence of insurance covering public liability and property damage concerning the work to be performed. If the total amount of services to be performed by the Contractor exceeds five thousand and 00/100 dollars (\$5,000.00) the coverage limits for liability shall be not less than as set forth on Attachment "B" entitled "Minimum Requirements for Certificates of Insurance" which by this reference is incorporated herein and made a part hereof.

In the event Attachment "B" is applicable hereto, the Contractor shall be obligated to comply with all terms and specifications set forth therein.

C. Hold Harmless Provision. The Contractor shall indemnify, defend, and hold harmless the District, its engineer, agents, and employees from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made and/or entered against the Districts, its engineer, their agents, and employees by reason of, or arising out of, the acts or omissions of the Contractor, its agents, or employees, including costs and

attorney's fees incurred by the Districts and its agents and representatives in investigating and defending against any such claims in the event of failure of the Contractor to so defend as herein required.

D. Prevailing Wages. Concerning the work called for herein, the Contractor agrees to pay hourly wages to its laborers and workers in accordance with Washington law and specifically in accordance with RCW 39.12.020 dealing with the prevailing rates to be paid on public-works projects. The Contractor represents it is fully knowledgeable concerning the terms of RCW 39.12.020. The first invoice cannot be paid until the District has received the approved Intent to Pay Prevailing Wages. Retainage shall be 5% of each invoice. Retainage cannot be released until the Affidavit of Wages Paid is approved by the State and the Department of Revenue has approved the release of funds.

E. Performance of Work. The Contractor shall perform all work in a good, workmanlike and timely fashion. All materials used by the Contractor in its work shall be of a good or superior quality. In performing its work, the Contractor shall also act in accordance with all applicable local, state, and federal laws and regulations.

F. Warranty. The Contractor represents and warrants that all services and materials used by it in its services for the District shall be completely free of defects for a period of time lasting two (2) years from the date of completion. In the event any defects are discovered within the warranty time concerning the Contractor's services or materials used by it, the Contractor shall promptly cure any said defects.

G. Non-assignment of Obligations. The contractor is hereby prohibited from assigning or in any manner transferring its obligations under this contract to any third party or entity. The Contractor shall be personally responsible for performance of all work and obligations placed upon it hereunder. The person in charge of the Contractor's work hereunder shall be \_\_\_\_\_, and he/she shall make him or herself available to the District representative at all reasonable time for consultation.

H. District Inspection. Prior to commencing its work, the Contractor shall meet with the District representative(s) and these parties shall set forth an inspection schedule to be followed by the District in inspecting the Contractor's work while it is in progress. The contractor shall promptly report to the District, in writing, all errors and omissions it commits in performing the work.

5. Risk of Loss. Until the Contractor's work for the District has been fully completed and accepted by the District, all risk of loss concerning the project shall be borne by the Contractor.

6. Cooperation of Parties. The parties shall strive at all times to cooperate with one another in good faith so the terms and spirit of this agreement may be carried out in a good and timely manner.

7. Legal Action. In the event either party employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this agreement, or any appeal therefrom, then and in any such event, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay, all of the prevailing parties reasonable costs and attorney fees therein incurred. The venue and jurisdiction for any such action shall lie with the appropriate court in Kitsap County, Washington.

8. Complete Agreement. This agreement constitutes the full and complete agreement between the parties concerning the matters set forth herein. There are no other agreements, either written or verbal, in existence.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WEST SOUND UTILITY DISTRICT:

\_\_\_\_\_  
Glen R. Screws, General Manager

CONTRACTOR:

\_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT whereas West Sound Utility District, Port Orchard, Washington a municipal corporation has awarded to:

\_\_\_\_\_  
(Contractor)

hereinafter designated as the “Principal”, a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

\_\_\_\_\_

and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto West Sound Utility District in the sum of \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the Owner's Engineer, its officers and agents, from any loss or damage occasioned to any person or property by reason of any careless or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless West Sound Utility District, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of two years after acceptance thereof by West Sound Utility District, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the contract or the work or to the specifications.

IN WITNESS THEREOF, the said Principal and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By\_\_\_\_\_

Title\_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
CORPORATE SEAL

\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Address of local office and agent of Surety Company is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WEST SOUND UTILITY DISTRICT  
BID BOND FORM**

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ \_\_\_\_\_ which is **not less than five percent (5%) of the total bid.**

Sign Here: \_\_\_\_\_

**BID BOND**

Know all men by these presents, that we \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto WSUD, as obligee in the penal sum of \_\_\_\_\_ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for \_\_\_\_\_, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Return of deposit in the amount of \$ \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

## INSURANCE REQUIREMENTS:

### Public Liability and Property Damage Insurance

#### 1.0 General Requirements

**1.1** The Contractor shall obtain and keep in force during the term of the contract, Commercial General Liability and Automobile liability insurance policies with insurance companies which have an A.M. Best's rating of A-: VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW. All insurance coverage required by these specifications shall be written and provided by "occurrence-based" policy forms rather than "claims made" forms.

**1.2** Prior to the execution of the contract, the Contractor shall purchase and maintain during the term of this project a Commercial General Liability insurance and Automobile insurance policies meeting the requirements set forth herein. The Contractor shall file with the District **either** a certified copy of all policies **with endorsements attached**, or a certificate of insurance **with endorsements attached** as are necessary to comply with these specifications. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract and of any and all District obligations, regarding same.

**1.3** The Contractor shall not begin work under the contract or under any special condition until all required insurances have been obtained and until such insurances have been approved by the District. The insurance shall provide coverage for the Contractor, the Contractor's agents and employees, subcontractors, and the District. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the Contractor, the Contractor's agents and employees, subcontractors, or by anyone directly or indirectly employed by either of them.

**1.4** The insurance policies shall specifically name the District, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Contractor; (b) products and completed operations of the Contractor, and (c) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the contract. Products and completed operations coverage shall be maintained for a minimum of three years after completion of the project.

**1.5** The District shall be given at least 45 days written notice of any cancellation, nonrenewal, material reduction, or modification of coverage. Such notice shall be by *certified mail* to the District.

**1.6** The coverages provided by the Contractor's insurance policies shall be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District or otherwise limited in accord with the provisions of RCW 4.24.115. Any insurance that might cover this contract that is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.

**1.7** The Contractor's insurance policies shall protect each insured in the same manner as

though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However this provision shall not increase the limits of the insurer's liability.

**1.8** The General Aggregate provision of the Contractor's insurance policies shall be amended by endorsement to show that the General Aggregate Limit of the policies applies separately to this project.

**1.9** The Contractor's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the District.

**1.10** The Contractor's insurance policies shall contain a provision that the District has no obligation to report events which might give rise to a claim until a claim has been filed with the District's Board of Commissioners.

**1.11** Types and Limits of Insurance Required:

**Commercial General Liability**

- \$2,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations (shall be maintained for at least three years after completion.)
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

**Automobile Liability**

- \$2,000,000 per accident bodily injury and property damage liability, including
- Any owned automobile
- Hired automobiles
- Non-owned automobile

**Umbrella Liability** (applicable to both the Commercial General and Auto Liability coverage and employers liability, provided this requirement may be satisfied through the Contractor's primary commercial general and auto liability coverage, or any combination thereof.

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

**1.12** Providing coverages in the stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.



**1.13** The Contractor shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the certificate of insurance for District's approval.

**1.14** The Contractor shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of the Contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the subcontractor's employees to be engaged in such work. The Contractor's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance (or Jones Act coverage) as required by state and federal statute, the Contractor shall maintain and cause each subcontractor to maintain, Employers Liability insurance for limits of at least \$1,000,000 for each employee for disease or accident, and shall furnish the District with satisfactory evidence of such.

**1.15** The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of District employees or the engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

**1.16** The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

**1.17** The District will make no progress payments until the Contractor has fully complied with this section. This remedy is not exclusive and the District may take such other action as is available under other provisions of this contract, or otherwise in law.

**1.18** The contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.

**1.19** Nothing contained in these insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from the Contractor's operations under this contract.

## **SUBCONTRACTORS**

The Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed above. Upon request of the District, the Contractor shall

provide evidence of such insurance.

### **EVIDENCE OF INSURANCE**

The Contractor shall provide to the District a certificate(s) of insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed contract to the District for the work. The certificate and endorsements shall conform to the following requirements:

1. An Acord certificate or a form determined by the District to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 20 10 10 01 and CG 20 37 10 01, or the equivalent of each, naming the District and all other parties listed herein as Additional Insured(s) and providing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent coverage to the Additional Insured, subject to the review and approval of such other endorsement forms by the District. A statement of additional insured status on an Acord certificate of insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker certifying the endorsement forms required by the District are not available and the endorsements submitted provide equivalent coverage to the Additional Insured.
3. Any other amendatory endorsements to show the coverage required herein.

**NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT.**

**Insurance Coverage Questionnaire**

For \_\_\_\_\_  
(Name of Insured)

Project Number \_\_\_\_\_

Project Owner \_\_\_\_\_

| Are the following coverages &/or conditions in effect?   |     |    |
|--|-----|----|
|  | Yes | No |
| The Policy form is ISO Commercial General Liability (CGL) form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified. |     |    |
| (CGL) Ongoing Operations coverage (similar to CG 20 10 01, CG 2010 07 04, or equivalent)   |     |    |
| (CGL) Products and Completed operations coverage (similar to CG 20 37 07 04, CG 20 37 07 04, or equivalent)  |     |    |
| Personal Injury Liability Coverage.<br>(with employee exclusion deleted)   |     |    |
| Broad Form Property Damage with X, C, U Hazards included   |     |    |
| Blanket Contractual Liability coverage applying to this contract   |     |    |
| Employers Liability - Stop Gap   |     |    |

Deductibles  
or SIRs:                      GL \_\_\_\_\_      AL \_\_\_\_\_      Excess \_\_\_\_\_

Insurer' Best Rating      GL \_\_\_\_\_      AL \_\_\_\_\_      Excess \_\_\_\_\_

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

\_\_\_\_\_  
Agency/Broker

\_\_\_\_\_  
Completed by (type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Completed by (Signature)

\_\_\_\_\_  
Name of Person to contact

\_\_\_\_\_  
Telephone Number

**ATTACHMENT "B"**  
**MINIMUM REQUIREMENTS FOR**  
**CERTIFICATES OF INSURANCE**

**COMMERCIAL GENERAL LIABILITY**

|                       |  |
|-----------------------|--|
| Bodily Injury         | \$500,000 each person<br>\$2,000,000 each occurrence   |
| Property Damage       | \$2,000,000 each occurrence<br>\$4,000,000 gen. aggregate  |
| or                    |  |
| Combined Single Limit | \$2,000,000 each occurrence<br>\$4,000,000 gen. aggregate  |
| Employers Liability   | \$2,000,000 each accident<br>\$1,000,000 each employee - disease<br>\$1,000,000 policy limit - disease |

**AUTOMOBILE LIABILITY**

|                       |  |
|-----------------------|--|
| Bodily Injury         | \$500,000 each person<br>\$2,000,000 each occurrence |
| Property Damage       | \$2,000,000 each occurrence                          |
| or                    |  |
| Combined Single Limit | \$2,000,000 each occurrence                          |

**WORKERS COMPENSATION**

|        |                                |
|--------|--------------------------------|
| Limits | Statutory<br>(show L & I ID #) |
|--------|--------------------------------|

Certificates shall be issued through insurance companies licensed to do business in the State of Washington pursuant to Title 48 RCW and who have a "Best's Insurance Guide" rating of not less than A+VII

Certificates of Insurance must be on file with the Districts prior to the start of any operations within the District.

## 1.0 GENERAL INFORMATION

West Sound Utility District, herein referred to as the Owner, requires the cleanout and redevelopment of Well 11. Well 11 is a 12-inch-diameter well located at 2764 Water Lane SE in Port Orchard, Washington 98366. The well was originally completed with 10-inch-diameter screens (20- to 100-slot) from 485–520 feet below ground surface (bgs) and a 5-foot tailpipe from 520 to 525 feet bgs. To address sand production issues, the well was reconstructed in 2003 with a 12-/10-inch-diameter sand control sleeve at the top of the original riser assembly and 30-slot, 6-inch-diameter screens (inside the existing 10-inch-diameter screens) filter-packed with 8x12 Colorado Silica. The water well report is attached.

The Owner has noticed increased drawdown and reduced yields from the well. As a result, the Owner desires to have the pump removed and have the interior of the well inspected with a downhole video camera to evaluate the condition of the casing and screens prior to redevelopment. The pump column, and check valves will be evaluated by the Contractor for reuse. Next, the well will be cleaned out and mechanically redeveloped, which at different stages will include both a phosphate-free dispersant (e.g., Aqua-Clear PFD) and a pH-balanced disinfection product (e.g., Nu-Well 420) introduced into the screened interval and surged to address possible biofouling within the well and adjacent formation material. Other chemistries may also be considered based on the results of the initial downhole video inspection. A Contractor-supplied submersible pump will be used to pump turbid water and spent chemistry to a Contractor-supplied container for appropriate neutralization prior to discharge to the adjacent field for infiltration. A post-redevelopment video inspection will then be conducted to document the efficacy of redevelopment activities.

Once the pump equipment has been removed from the well and evaluated, the Contractor shall prepare a complete inventory of the materials required for re-installation for review by the Owner; if beneficial to the project, the Owner may secure any necessary column and couplings for Contractor use. The Contractor will reinstall the removed equipment along with the new pump, motor and wiring at the conclusion of well redevelopment and video inspection activities, verify equipment operation, and reconnect the well to the District's system. The District's electrician can be available to make the submersible splice to the motor's pigtails and make electrical connections to the existing controls if desired. Note that for the purposes of bid comparison, the hours indicated on the bid sheet for this task will be taken into account.

Robinson Noble, Inc., herein called the Geologist, shall direct work for the Project and act as the Owner's representative in all activities associated with the cleanout and redevelopment of the well. The Owner will provide access to the site prior to mobilization, if needed. Spoils bailed from the well will be collected on a tarp provided by the Contractor for subsequent disposal by the Owner. Potable water for redevelopment and video inspection activities will be provided on site. The well is inside of a building without direct line-of-sight from the anticipated rig position. The building has skylight access to the well, but the skylight is not centered over the well. Based on prior well work, however, it is anticipated that a typical cable-tool rig can set up over the well. Potential contractors are encouraged to arrange for a site visit to verify equipment access prior to submitting a bid.

## **2.0 SCOPE OF WORK**

The intent of this contract is to remove the existing pump, perform a pre-redevelopment video inspection, brush the casings and screens, clean out and redevelop the screens, perform a post-redevelopment video inspection, and then reinstall the new pump, motor and all ancillary equipment (New sounding tubes and transducer supplied by owner) once cleanout and redevelopment is complete. The cleanout and redevelopment will be a physical approach preferably using surge-and-bail methods accomplished via a cable-tool drilling rig. Alternately, a sufficiently sized pump hoist equipped with a spudding mechanism and a tool stem of sufficient weight to impart energy into the screen on the tool's downstroke may be used if a cable-tool rig cannot set up over the well.

Well cleanout and redevelopment shall be performed in accordance with applicable requirements of Washington Administrative Code (WAC) 173-160 and the requirements of these specifications. Where the requirements of these specifications are more stringent, the requirements of the specifications shall prevail, provided that nothing in these specifications shall be construed to require work in violation of the WAC.

## **3.0 EQUIPMENT AND MATERIALS**

**3.1 DRILLING MACHINE (RIG):** Cleanout and redevelopment shall be accomplished by surge-and-bail methods only. If a cable-tool rig cannot access the well, a pump hoist is an acceptable alternative to a cable-tool drilling rig provided it has a spudding mechanism and can operate tools of a sufficient size and weight to effectively clean and redevelop the well. All appurtenant equipment including, but not limited to, bailers, brushes, and swabs are to be considered as part of the rig, available to the project as needed, and delivered to the site as a function of project mobilization.

## **4.0 EXECUTION OF WORK**

**4.1 COMPLETION TIME:** All work shall be completed as coordinated and identified within the contract with the District for the specified work. The project starting time shall be coordinated with the Owner. There shall be no work performed on holidays or weekends unless approval for such work is granted by the Owner and Geologist. Requests for extended work hours or days shall be made at least 24 hours prior to that requested time. Exceptions may be granted in emergency situations where it is clear and agreed to by all parties that project progress would be significantly threatened by a holiday/weekend delay or to allow the contractor to affect repairs on equipment to ensure continued project progress on the next regular workday. It shall be the responsibility of the Contractor to keep the Owner and the Geologist informed of any intent to change the normal work schedule. Such notification shall be timely to avoid either's travel to an inactive drilling rig.

**4.2 SITE PREPERATION AND RESTORATION:** The Contractor is responsible for any needed site preparation, as well as restoration of any damage to the site as a result of the Contractor's activities. The site is fenced and gated. The gate must be locked when the site is not occupied.

**4.3 CLEANOUT AND REDEVELOPMENT:** The cleanout and redevelopment of the well shall be as directed by the Geologist. The Owner and Geologist will coordinate with the Contractor so that the video inspection of the interior of the well can be completed as soon as possible after the pump is removed. The Owner requires a 72-hour notice prior to starting work to allow for this coordination. Following pump removal, the Contractor shall flush the well with potable water, provided by the Owner, for a minimum of eight hours prior to the video inspection to improve water column visibility. After the video inspection, cleanout shall include the brushing of the interior of the well casing and screens to remove loose scale and encrustation, then bailing any accumulated material from the well with a sand-pump bailer.

Following brushing, mechanical redevelopment shall be accomplished by surging of the screens station-by-station with surge discs on the drill stem. The Contractor will have NSF-certified phosphate-free dispersant (e.g., Aqua-Clear PFD) and disinfection products (e.g., Nu-Well 420), sufficient to dose the well twice with each per the manufacturer's specifications, on-site and available to the project, if needed. Accumulated material within the well will be removed from the well with a sand-pump bailer or other means (e.g., water jetting, air-lift pumping) as deemed appropriate by the Geologist. The driller shall measure and tabulate accumulations of material with a tagline at the beginning and end of each day and between surge passes.

A Contractor-supplied submersible pump capable of at least 100 gpm from a depth of 350 feet bgs will be available to the project, as needed, to pump turbid water and/or spent chemistry to a Contractor-supplied tank for neutralization prior to being pumped to the adjacent field for infiltration.

At all times during the work, the Contractor shall have on hand a supply of chlorine solution or dry chlorine. Chlorination shall be done as directed by the Geologist or as desired by the Contractor such that disinfection of the drill string and materials is accomplished. No extra payment is authorized for normal chlorination.

Following the completion of cleanout and redevelopment, the Owner and Geologist will coordinate with the Contractor for the final video inspection of the interior of the well screen to evaluate the results of the cleanout and redevelopment effort. The Contractor shall again flush the well with potable water, provided by the Owner, for a minimum of eight hours prior to the video inspection to improve water column visibility. Upon the satisfactory completion of cleanout and redevelopment activities, the Contractor will install the new pump equipment and reconnect the well to the District's system.

Well redevelopment and pump installation shall be performed by an experienced and licensed well driller and a helper. Only competent workers shall be employed on the job.

**4.3 CAPPING:** At all times during the progress of the work, the Contractor shall protect the well in such a manner as to effectively prevent either tampering with the well or entrance of foreign matter into it. The well is in a locked building within a fenced site that must be secured when the Contractor is not on site.

## 5.0 SUBMITTALS

- 5.1 DAILY LOGS:** The Contractor shall keep a daily written log of operation, including: tools used; depth to water at the beginning and end of the shift; pumping rates and durations; use and application rate of any chemistry; and progress of development work, including all observations of filter pack level and accumulated development spoils. A duplicate copy of the daily log shall be furnished to and approved by the Geologist no later than the beginning of the following day's work.
- 5.2 PROJECT INVOICES:** The Contractor will provide the Geologist with a copy of each invoice prior to submittal to the Owner. The Geologist will review the invoice for accuracy. The Contractor will allow sufficient time for this review such that the Owner's schedule submittal of invoices can still be met.

## 6.0 MEASUREMENT AND PAYMENT

- 6.1 MOBILIZATION AND DEMOBILIZATION:** The lump sum price established in the bid proposal for Mobilization, Clean Up and Demobilization shall be billable at the rate of 70% of price bid when drilling starts and the final 30% when all equipment and materials are removed from the site and the site is left in a clean and orderly state. This item includes all compensation for site preparation, restoration, and provision of sufficiently sized container(s) to facilitate efficient neutralization of any required chemicals.
- 6.2 AUTHORIZED RIG WORK:** Any directed work that requires a fully operating rig and a minimum of a two-person crew and is not otherwise covered by unit prices herein shall be paid at the rig hourly rate provided in the bid proposal. No extra payment for rig hourly work shall be made when equipment being used is not in good working condition. Permanent pump removal, inspection, and installation are included in the hourly scope. No payment will be authorized for standby time during the video inspection(s).
- 6.3 TEMPORARY PUMP FOR BOREHOLE CLEARING:** Provision of the temporary submersible pump specified in Item 4.3 includes initial installation and subsequent removal of all equipment (pump, wire, column, sounding tubes) and the first 2 hours of pumping. Specified accessories and transmission lines are considered to be part of the pump unit. The pump shall remain available to the project throughout redevelopment activities. Price bid includes provision of an accepted discharge method for water pumped, such as a meter, orifice weir, or other means of accurate flow measurement; a valve or other means to adjust flow rate; manual water level observations; and 200 feet of discharge line to escort water to the point of disposal. After the initial pump set and removal, additional resetting of the temporary pump will be covered under Item 6.2; all pumping beyond the first two hours would be covered under Item 6.4.
- 6.4 OPERATE TEMPORARY PUMP:** All pumping beyond the initial two (2) hours shall be paid at the hourly rate indicated in the bid proposal. Only one operator is required during pump operation. This item does not apply in situations where the pump is not operational, representative water level measurements cannot be obtained from the installed sounding tubes, or when the pump operation is below the requirements set forth in Items 4.3 unless otherwise agreed to by the Geologist.



- 6.5 REPLACEMENT PUMP EQUIPMENT:** Upon written approval from the Owner from the Contractor's submitted inventory, shall be paid for at documented cost plus 15% handling.
- 6.6 EXTRA MATERIALS:** Not otherwise herein specified shall be provided only as directed and shall be paid for at documented cost plus 15% handling. Extra materials include but are not limited to filter pack, phosphate-free dispersants (e.g., Aqua-Clear PFD) to help remove fine formation material, and disinfection products (e.g., Nu-Well 420) for well disinfection.

## BID PROPOSAL

### WEST SOUND UTILITY DISTRICT PUMP/MOTOR REPLACEMENT, CLEANOUT AND REDEVELOPMENT OF WELL 11

| Item | DESCRIPTION  | Units     | Price Per Unit | Estimated Total Cost for Bid Comparison |
|------|--|-----------|----------------|---|
| 1    | Mobilization and Demobilization  | One       | Lump Sum       |   |
| 2    | Authorized Rig work  | 130 Hours | \$/ HR         |   |
| 3    | Temporary pump for borehole clearing (installation, removal; 2 hours of pumping)   | One       | Lump Sum       |   |
| 4    | Operate temporary pump (beyond 2 hours)  | 8 Hours   | \$/ HR         |   |
| 5    | Contractor supplied pump equipment (Pump, motor, wire, etc.) See Important Note under Special Specifications, Page 25, Section 8.4 | Est       | \$75,000       |   |
| 6    | Extra Materials, supplies (Cost plus 15%)  | Est.      | \$1,500        |   |

Base Bid Total \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will the District's electrician be requested to make pump and VFD connections?      Yes \_\_\_\_\_ / No \_\_\_\_\_

If yes, approximately how many Contractor hours will this save?      \_\_\_\_\_

Proposed Date to Begin Site Activities:      \_\_\_\_\_

Firm Name:      \_\_\_\_\_

By:      \_\_\_\_\_

Date:      \_\_\_\_\_

**BID PROPOSAL**

It is understood and agreed that the quantities stated are approximate and are subject to either increase or decrease, and are stated for the purpose of comparing bids and fixing the amounts of Surety bonds, and that should the quantities of any of the items of work be increased, the undersigned Contractor submitting the bid shall perform the additional work at the unit prices set out above, and on actual quantities installed at such unit prices, and the undersigned Contractor will make no claims for increase or decrease in the quantities. It is further understood that actual quantities will be determined upon completion of the work covered by the Contractor.

**SALES TAX:**

None of the above bid prices include State Sales Tax.

**OWNER’S RIGHT TO EVALUATION OF BIDS:**

The Owner is not obligated to accept the low bid. Owner reserves the right to confer with any or all contractors to ascertain the experience record and to inspect the materials and equipment proposed for this work, and shall satisfy himself/herself that the contractor submitting the bid is capable of fulfilling this Contract. The Owner reserves the right to reject any or all bids.

The undersigned hereby designates as his officer to which such notice of acceptance may be sent.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Note: If the submitting contractor is a corporation, write State of Incorporation; and if a partnership, give full names and addresses of all partners below:

\_\_\_\_\_

\_\_\_\_\_

## 7.0 GENERAL PROVISIONS

**7.1 TIME FOR COMMENCEMENT AND COMPLETION:** The Contractor shall notify West Sound Utility District 48-hours prior to the time of commencement of his work and the work shall be commenced and completed as set forth in the Contract.

**7.2 CLAIMS FOR DAMAGE:** The Contractor shall not be entitled to any claim or damages on account of hindrance or delays from any cause whatsoever; but if occasioned by causes beyond the control of the Contractor, or by any act or omission on the part of the Purchaser, such act, hindrance, or delay may entitle the Contractor to an extension of time in which to complete the work, provided that the Contractor gives notice in writing stating the cause of such act, hindrance or delay within two (2) days after its occurrence.

**7.3 PAYMENTS:** The Contractor shall submit invoices to the District at the end of the project for the services performed. Payments will be made no later than thirty (30) calendar days upon acceptance and District approval of the Contractor's invoice.

**Retention of Public Works Contracts:** Five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the District. Said funds shall not be released until the expiration date of thirty (30) days after the acceptance of the completed contract and the receipt of a certificate from the proper authorities. The Contractor shall certify that there are no unsatisfied liens against the fund. Certificates shall be obtained from the State Tax Commission, and any suppliers of labor, material, or equipment as requested by the District.

Prior to release of retainage, the Contractor shall provide the following:

- Affidavit of Wages Paid from Department of Labor
- Certificate from the Department of Revenue that all taxes and penalties are paid.
- Certificate from Contractor that all suppliers and subcontractors have been paid and that there are no liens against the project.

**7.4 INTERPRETATIONS OF DOCUMENTS:** The documents forming the contract are complementary, and what is called for in one shall be binding as if it were called for by all. They are intended to include all details and material reasonably necessary for the proper execution of the work.

### **7.5 PROTECTION OF LIFE AND PROPERTY, AND INDEMNITY AGREEMENT:**

a. Responsibility for the protection of the work, the workers, all public utilities, the public at large, and traffic in general against damage and injury chargeable to the construction or any circumstances, conditions, or negligence in connection therewith, shall rest with the Contractor and he shall be liable therefore. The Contractor shall erect and maintain good and sufficient guards, barricades, signs, lights, and signals at all unsafe places at or near the work, and shall do all other things necessary to prevent accident or loss of any kind as a result of his operations.

b. The Contractor covenants that he will indemnify the Purchaser from any loss, damage, cost, charge, or expense whether to persons or property to which the Purchaser

may have been put by reason of any act, action, neglect, omission, or default on the part of the Contractor. The Contractor hereby covenants to assume the defense thereof and to pay any and all judgments that may be incurred by or obtained against the Purchaser.

- 7.6 CHANGES IN WORK AND EXTRA WORK:** The right is reserved without impairing the contract, to order the performance of such extra work of a class not contemplated in the proposal, as may be considered necessary to complete fully and satisfactorily the work included in the contract. Such changes and extra work shall be done in accordance with the Contract Documents insofar as the contract documents are applicable and shall be paid for as provided for herein. Payments for extra work will be made at unit price bid, if applicable, or at cost plus fifteen percent (15%). The Contractor shall not commence or perform any extra work for which he expects extra compensation until such work has been ordered in writing by the District. All claims for extra work must be approved by the District in writing at the completion of such work.
- 7.7 CONTRACTOR RESPONSIBILITY FOR WORK DONE:** The Contractor shall furnish for the price bid all skill, labor, and materials required for the complete performance of the contract, and shall fully complete the work. He/she shall be responsible for the entire contract and shall maintain the same during construction and until final acceptance of the entire improvement by the Purchaser. He/she shall also replace and make good any and all defective materials or workmanship in any part of the work or equipment covered by this contract if discovered within two (2) years following acceptance of the work. The performance bond furnished shall guarantee such replacement and repair and shall save harmless and indemnify the Purchaser from such defective materials or workmanship for a period of two (2) years following the acceptance of the work.
- 7.8 CLEANING UP:** From time to time as may be ordered by the Purchaser, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the work.
- 7.9 TERMINATION FOR BREACH:** Should the Contractor, at any time, refuse, or neglect to supply a sufficient number of properly skilled workmen or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements therein contained, the Purchaser may, at its option and after giving ten (10) days' notice in writing to the Contractor, provide such sufficiency of labor or materials and deduct the cost thereof from any monies due or thereafter to become due under this contract.

In the event of such refusal, neglect or failure, or if the Contractor abandons the work undertaken under this contract, the Purchaser may, at its option, transfer the employment for said work from the Contractor to the surety. Written notice of such transfer of employment shall be given to the Contractor and to his surety or his surety's representative, except that no notice need be given a Contractor who has abandoned work. Upon receipt of such notice, such surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ, by contract or otherwise, any person or persons to finish the work and provide the materials therefore, without termination of the

continuing full force and effect of this contract. In case of such transfer of employment to such surety, that surety shall be paid in its own name on estimates covering work subsequently performed under the terms on this contract and according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

In lieu of the foregoing, if the Purchaser so elects, it may terminate the employment of the Contractor for said work and enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ, by contract or otherwise, a person or persons to finish the work and provide the material therefore. In case of discontinuance of employment by the Purchaser as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this contract until the work shall be fully finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Purchaser in finishing the work and all damages sustained or which may be sustained by the Purchaser by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the Purchaser to the Contractor and his surety. However, if such costs exceed the amount of the unpaid balance to be paid under this contract, the Contractor and his surety shall be jointly and severally liable therefore to the Purchaser and shall pass the difference to the Purchaser.

**7.10 SCOPE OF SPECIFICATIONS:** It is the intent of these specifications to describe the project complete in every respect. Any work that may have been accidentally implied, shall be furnished by the Contractor the same as if it had been specifically stated. In accepting this contract, he shall assume responsibility for methods of performing and installing the work.

**7.11 MATERIALS:** All materials called for shall be erected or applied in accordance with the manufacturer's instructions.

**7.14 SCHEDULES AND REPORTS:** The Contractor shall furnish the following schedule to the Purchaser within fifteen (15) days from the signing of the contract where practical.

- a. Schedule of all subcontractors to be used by the general contractor on this project.
- b. Department of Labor and Industries "Statement of Intent to Pay Prevailing Wages on Public Works Contract".
- c. Schedule of all materials, supplies, and labor contracts and the amounts for the same.
- d. Schedule of proposed work progress by calendar day.
- e. Upon completion of the project, execute required documents of certification of state and local government agencies as required by law for public works contracts.

## 8.0 SPECIAL SPECIFICATIONS

- 8.1 QUALITY ASSURANCE:** The Contractor is required to remove and replace any work found deficient or not complying with the requirements of the plans and specifications, at no additional cost to the Purchaser.
- 8.2 SAFETY:** The Contractor is required to comply with all rules and regulations of the County, and State authorities regarding job safety and any necessary traffic control. Extreme care shall be taken by the Contractor to avoid accidents.
- 8.3 PUBLIC SAFETY:** The general contractor shall be responsible for his subcontractors in all respects insofar as this project is concerned. The Contractor shall be responsible for the erection and maintenance of good and sufficient guards, barricades, signs, lights, and signals at all unsafe places at or near the work.
- 8.4 IMPORTANT NOTE, PUMP AND MOTOR:** Contractor supplied pump and motor data sheet specifications. Proposed Contractor supplied pump and motor data sheet with pump curve shall be supplied to Owner for review with bid proposal.

## 9.0 PREVAILING WAGES:

The Contractor agrees that the hourly minimum rate of wage which may be paid to laborers, workmen, or mechanics in each trade or occupation required by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of said work, shall not be less than the prevailing rate of wage.

The Contractor further agrees to comply with the provisions of RCW. 39.12, and in particular, to comply with the procedure for complying with said laws as set forth in the Information Bulletin dated July 19, 1965, revised January 1966 as issued by the Department of Labor and Industries of the State of Washington and any amendment or supplements thereto.

The Contractor, on or before the date of commencement of work, shall file a certificate and statement, verified by oath by the Contractor or subcontractor as the case may be, that he has read such a statement and certificate subscribed by him and knows the contents thereof, and that the same is true of his knowledge, said certificate and statement to be filed with the Purchaser and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any supplemental statements which may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wage for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his decision therein shall be final and conclusive and binding on all persons involved in the dispute. West Sound

Utility District retains the right to audit the Contractor's records.

Prevailing Wage Rates may be found at: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

- The wage publication date to use is January 22, 2024,
- The project is located in Kitsap County;
- A copy of the applicable wage rates is available for viewing at West Sound Utility District Administrative Offices, 2924 SE Lund Avenue, Port Orchard, WA
- West Sound Utility District will mail a hard copy of the applicable wage rates upon request.

## **9.1 PREVAILING WAGE PROCEDURES**

Public Works construction contracts require compliance with the Prevailing Wage Laws. All contractors are encouraged to call the Department of Labor and Industries at (360) 902-5334 to obtain the required forms and to seek specific information.

The following are required:

1. The contractor shall provide the original Intent to Pay Prevailing Wages, which has been approved by L&I, before any progress payment is paid. This requires prompt submittal of the contractor's and subcontractor's forms to L&I.  
RCW 39.12.040
2. Each progress payment submitted to the Purchaser shall have a statement from the contractor that the prevailing wages have been paid in accordance with the pre-filed Intent to Pay Prevailing Wages.  
RCW 39.12.040
3. At the conclusion of the contract, the contractor shall provide to the Purchaser the original and L&I approved Affidavits of Wages Paid from the contractor and the subcontractors. The Purchaser will not release retainage until all approved Affidavits are received and the Department of Revenue has authorized release of retainage.  
RCW 39.12.040



Please print, sign and return to the Department of Ecology



**Water Well Report**

Original - Ecology, 1<sup>st</sup> copy - owner, 2<sup>nd</sup> copy - driller

**Construction/Decommission**

Construction  
 Decommission *ORIGINAL INSTALLATION Notice of Intent Number*

**Current**  
 Notice of Intent No. \_\_\_\_\_  
 Unique Ecology Well ID Tag No. AKY 533  
 Water Right Permit No. GI-24053C  
 Property Owner Name Annapolis Water District  
 Well Street Address Water Lane

**PROPOSED USE:**  Domestic  Industrial  Municipal  Other  
 DeWater  Irrigation  Test Well

**TYPE OF WORK:** Owner's number of well (if more than one) 11-Reconstruct  
 New well  Reconstructed Method:  Dig  Bored  Driven  Jetted  
 Drilled  Cable  Rotary

**DIMENSIONS:** Diameter of well 12 inches, drilled 600 ft.  
 Depth of completed well 525 ft.

City Port Orchard County Kitsap  
 Location NW1/4-1/4 SE 1/4 Sec 1 Twp 23N R 1E EWM or WWM  circle  rectangle  
 Lat/Long (s, l, r) Lat Deg \_\_\_\_\_ Lat Min/Sec \_\_\_\_\_  
 still REQUIRED ) Long Deg \_\_\_\_\_ Long Min/Sec \_\_\_\_\_  
 Tax Parcel No. \_\_\_\_\_

**CONSTRUCTION DETAILS**  
 Casing  Welded 16 " Diam. from 0 ft. to 248 ft.  
 Installed:  Lined installed 12 " Diam. from 1 ft. to 484 ft.  
 Threaded Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**CONSTRUCTION OR DECOMMISSION PROCEDURE**  
 Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of sedimentation indicate all water encountered. (USE ADDITIONAL SHEETS IF NECESSARY.)

Perforations:  Yes  No  
 Type of perforator used \_\_\_\_\_  
 Size of perfor. \_\_\_\_\_ in. by \_\_\_\_\_ in. and no. of perfor. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

| MATERIAL | FROM | TO |
|----------|------|----|
|          |      |    |
|          |      |    |

Screen:  Yes  No  K-Pan Location \_\_\_\_\_  
 Manufacturer's Name \_\_\_\_\_  
 Type 304 Stainless steel Model No. Pine size  
 Diam. 10 Slot size 20-100 from 485 ft. to 525 ft.  
 Dia. 6 Slot size 30 from 485 ft. to 525 ft.

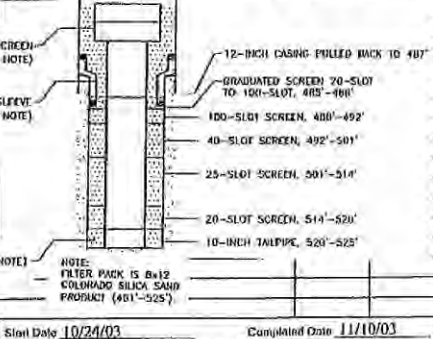
**NOTE:**  
 SAND CONTROL SLEEVE IS 13.0" OVERALL LENGTH WITH 12x10 INCH "X" PACKER ON TOP OF 3' OF THE 10-INCH PIPE WITH 10x8 INCH PIPE REDUCER, 8-INCH PIPE 16.5" LONG, WITH 304 STAINLESS-STEEL (405'-520') AND A 6-INCH TAILPIPE (520'-525').

Gravel/Filter pack:  Yes  No Size of gravel/sand CS# R-12 ft. to \_\_\_\_\_ ft.  
 Materials placed from 461 ft. to 525 ft.  
 Surface Seal:  Yes  No To what depth? \_\_\_\_\_ ft.  
 Material used in seal \_\_\_\_\_  
 Will any strata contain unassailable water?  Yes  No  
 Type of water? \_\_\_\_\_ Depth of strata \_\_\_\_\_  
 Method of sealing strata off \_\_\_\_\_

**NOTE:**  
 JOHNSON 10-INCH SCREEN ASSEMBLY IS 10-INCH PIPE SIZE, TYPE 304 STAINLESS-STEEL WIRE-WOUND AND WELDED AT JOINTS. LEAD PACKER AT 478', SEE SLOT SIZES LISTED BELOW.

**PUMP:** Manufacturer's Name \_\_\_\_\_  
 Type \_\_\_\_\_

**WATER LEVELS:** Land-surface elevation above mean sea level 345 ft.  
 Static level 243 ft. below top of well. Date 11/7/03  
 Artesian pressure \_\_\_\_\_ lbs. per square inch Date \_\_\_\_\_  
 Artesian water is controlled by \_\_\_\_\_ (cap, valve, etc.)



**WELL TESTS:** Drawdown is assumed water level is lowered below static ASSEMBLY (SEE NOTE)  
 Was a pump test made?  Yes  No If yes, by whom? R&N Inc.  
 Yield: 243 gal/min. with 101 ft. drawdown after 3 SAND CONTROL SLEEVE (SEE NOTE)  
 Yield: \_\_\_\_\_ gal/min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ (SEE NOTE)  
 Yield: \_\_\_\_\_ gal/min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ (SEE NOTE)  
 Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

| Time | Water Level | Time | Water Level | Time | Water Level |
|------|-------------|------|-------------|------|-------------|
| 1    | 276         | 6    | 255         | 25   | 244.75      |
| 2    | 267         | 10   | 251         | 40   | 247.95      |
| 5    | 256         | 13   | 250         | 60   | 247.30      |

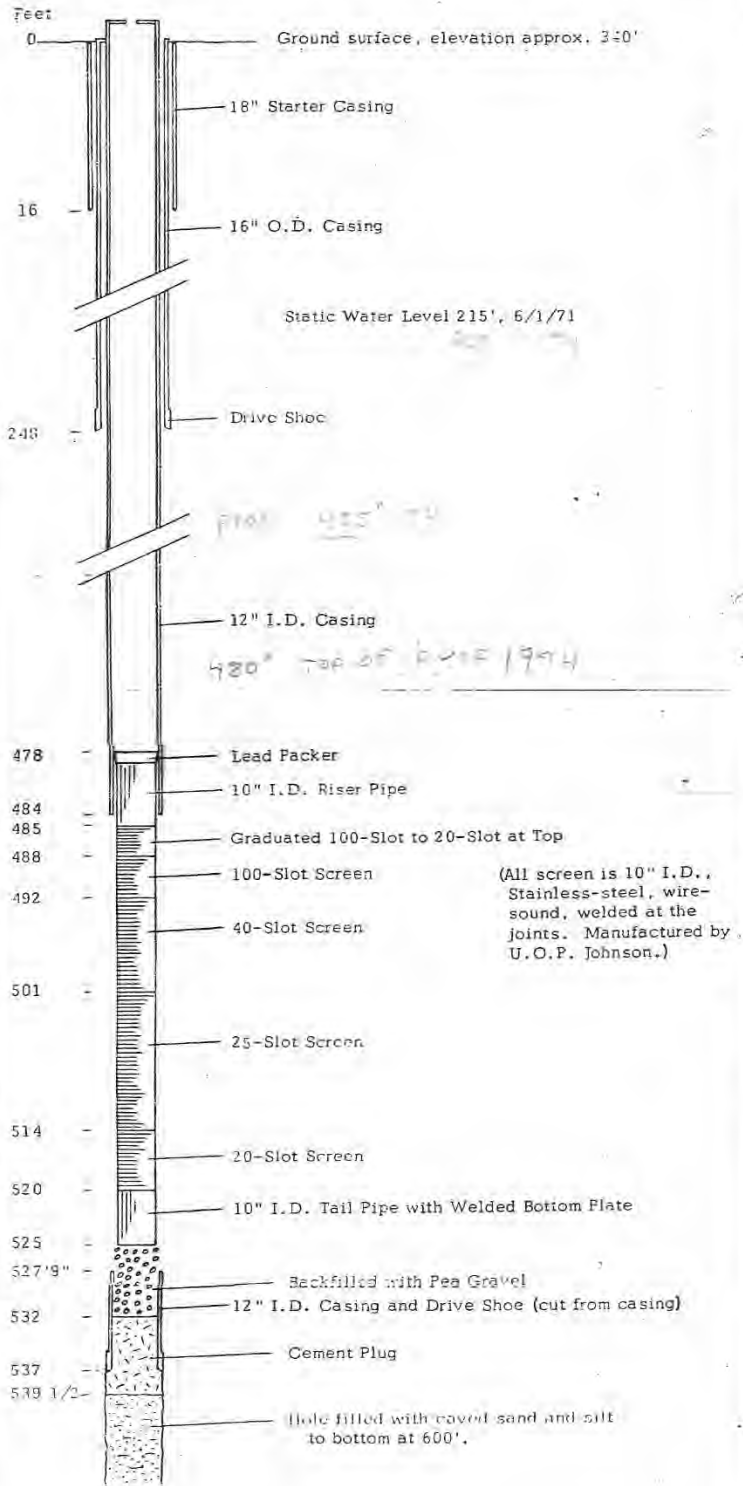
Date of test November 7, 2003  
 Bailer test \_\_\_\_\_ gal/min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ FILTER PACK (SEE NOTE)  
 Artesian \_\_\_\_\_ gal/min. with stem set \_\_\_\_\_ ft. for \_\_\_\_\_  
 Artesian flow \_\_\_\_\_ g.p.m. Date \_\_\_\_\_  
 Temperature of water \_\_\_\_\_ Was a chemical analysis made?  Yes  No

Start Date 10/24/03 Completed Date 11/10/03

**WELL CONSTRUCTION CERTIFICATION:** I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

Driller/Engineer/Trainer Name (Print) \_\_\_\_\_  
 Driller/Engineer/Trainer Signature \_\_\_\_\_  
 Driller or Trainer License No. \_\_\_\_\_  
 Drilling Company Hokkaido Drilling, Inc.  
 Address 24511 - 104th Ave. Ct. East  
 City, State, Zip Crofton, WA 98338  
 Contact's Registration No. \_\_\_\_\_ Date \_\_\_\_\_  
 Endorser is an Equal Opportunity Employer ECV 050-1-20/Rev 2003

CONSTRUCTION DETAIL  
ANNAPOLIS WATER DISTRICT WELL NO. 11



Well constructed by STOICAN DRILLING COMPANY  
4/26/71 to 5/26/71

Scale 1" = 10'

**Important Note: Contractor supplied pump and motor data sheet specifications. Proposed Contractor supplied pump and motor data sheet with pump curve shall be supplied to Owner for review with bid proposal.**

Pump Specification Consideration for Pump and Motor Determination for Bid Proposal:

Flow: 300 gpm

Head: 490'

Efficiency: > 75% (>80% preferred)

Power: 460 volt 3-phase

Type: Submersible Vertical Turbine

Suction: 4"

Discharge: 4"

Impeller: Enclosed

# **BID DOCUMENTS**

**WEST SOUND UTILITY DISTRICT  
BID BOND FORM**

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ \_\_\_\_\_ which is **not less than five percent (5%) of the total bid.**

Sign Here: \_\_\_\_\_

**BID BOND**

Know all men by these presents, that we \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto WSUD, as obligee in the penal sum of \_\_\_\_\_ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for \_\_\_\_\_, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Return of deposit in the amount of \$ \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

**BID PROPOSAL**

**WEST SOUND UTILITY DISTRICT  
PUMP/MOTOR REPLACEMENT,  
CLEANOUT AND REDEVELOPMENT OF WELL 11  
BID PROPOSAL**

| Item | DESCRIPTION  | Units     | Price Per Unit | Estimated Total Cost for Bid Comparison |
|------|--|-----------|----------------|---|
| 1    | Mobilization and Demobilization  | One       | Lump Sum       |   |
| 2    | Authorized Rig work  | 130 Hours | \$_____/ HR    |   |
| 3    | Temporary pump for borehole clearing (installation, removal; 2 hours of pumping)   | One       | Lump Sum       |   |
| 4    | Operate temporary pump (beyond 2 hours)  | 8 Hours   | \$_____/ HR    |   |
| 5    | Contractor supplied pump equipment (Pump, motor, wire, etc.) See Important Note under Special Specifications, Page 25, Section 8.4 | Est       | \$75,000       |   |
| 6    | Extra Materials, supplies (Cost plus 15%)  | Est.      | \$1,500        |   |

Base Bid Total \_\_\_\_\_

Time and Materials Not to Exceed (In words):

\_\_\_\_\_

\_\_\_\_\_

Will the District's electrician be requested to make pump and VFD connections?

Yes \_\_\_\_\_ / No \_\_\_\_\_

If yes, approximately how many Contractor hours will this save?

\_\_\_\_\_

Proposed Date to Begin Site Activities:

\_\_\_\_\_

Firm Name:

\_\_\_\_\_

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

**BID PROPOSAL**  
**WEST SOUND UTILITY DISTRICT**  
**PUMP/MOTOR REPLACEMENT,**  
**CLEANOUT AND REDEVELOPMENT OF WELL 11**  
**BID PROPOSAL**

| Item | DESCRIPTION  | Units     | Price Per Unit | Estimated Total Cost for Bid Comparison |
|------|--|-----------|----------------|---|
| 1    | Mobilization and Demobilization  | One       | Lump Sum       | 28,000.00                               |
| 2    | Authorized Rig work  | 130 Hours | \$ 700 / HR    | 91,000.00                               |
| 3    | Temporary pump for borehole clearing (installation, removal; 2 hours of pumping)   | One       | Lump Sum       | 20,000.00                               |
| 4    | Operate temporary pump (beyond 2 hours)  | 8 Hours   | \$ 700 / HR    | 5,600.00                                |
| 5    | Contractor supplied pump equipment (Pump, motor, wire, etc.) See Important Note under Special Specifications, Page 25, Section 8.4 | Est       | \$75,000       | 75,000.00                               |
| 6    | Extra Materials, supplies (Cost plus 15%)  | Est.      | \$1,500        | 1,500.00                                |

Base Bid Total 221,100.00

Time and Materials Not to Exceed (In words):

Two Hundred Twenty One Thousand, One Hundred Dollars and 00 Cents

Will the District's electrician be requested to make pump and VFD connections?

Yes  / No

If yes, approximately how many Contractor hours will this save?

N/A

Proposed Date to Begin Site Activities:

WITHIN 10 DAYS OF NTP

Firm Name:

HOLT SERVICES INC

By:

[Signature]

Date:

2-19-2024

**BID PROPOSAL**

It is understood and agreed that the quantities stated are approximate and are subject to either increase or decrease, and are stated for the purpose of comparing bids and fixing the amounts of Surety bonds, and that should the quantities of any of the items of work be increased, the undersigned Contractor submitting the bid shall perform the additional work at the unit prices set out above, and on actual quantities installed at such unit prices, and the undersigned Contractor will make no claims for increase or decrease in the quantities. It is further understood that actual quantities will be determined upon completion of the work covered by the Contractor.

**SALES TAX:**

None of the above bid prices include State Sales Tax.

**OWNER'S RIGHT TO EVALUATION OF BIDS:**

The Owner is not obligated to accept the low bid. Owner reserves the right to confer with any or all contractors to ascertain the experience record and to inspect the materials and equipment proposed for this work, and shall satisfy himself/herself that the contractor submitting the bid is capable of fulfilling this Contract. The Owner reserves the right to reject any or all bids.

The undersigned hereby designates as his officer to which such notice of acceptance may be sent.

Name of Firm: Holt Services Inc  
By: [Signature]  
Title: COO/CEO  
Address: PO Box 1659 Milton, WA 98354  
Phone: 253-604-4878

Note: If the submitting contractor is a corporation, write State of Incorporation; and if a partnership, give full names and addresses of all partners below:

\_\_\_\_\_  
\_\_\_\_\_



**PUBLIC WORKS CONTRACT**

Parties: WEST SOUND UTILITY DISTRICT &

\_\_\_\_\_

**THIS IS AN AGREEMENT** entered into between West Sound Utility District, a Washington State Municipal Corporation, hereinafter called "District," and \_\_\_\_\_, hereinafter called "Contractor."

Pursuant to its resolutions and procedures, the District has determined the Contractor to be the lowest responsible bidder to perform the services hereinafter described. The purpose of this document is to set forth the specific terms of the parties' agreement in writing.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. Services to be performed by Contractor. The services to be performed are identified in the attached plans and specifications, referred to as Attachment "A" which by this reference is incorporated herein. In performing its work, the Contractor shall supply all necessary labor and materials to fully and completely finish the work called for herein.

2. Payment for Services. The total payment from the District to the Contractor for the work to be performed by the Contractor as described herein shall be **the total sum of \$\_\_\_\_\_ plus applicable Washington State sales tax.** Payment of this said amount shall be due and owing within forty-five days of the completion of the work by the Contractor and acceptance by the District. Acceptance shall not be unreasonably withheld.

3. Commencement/Completion of Work. **The contractor shall commence its work for the District on or before \_\_\_\_\_.** All work called for herein shall be fully completed by the Contractor on or before \_\_\_\_\_:

4. Contractor Representations. The Contractor hereby represents and warrants to the District as follows:

A. Bonding Company and License No. The Contractor is fully licensed, bonded, and in good standing with the State of Washington.

- 1) It's Contractor License Number. with Washington State is \_\_\_\_\_
- 2) It is currently bonded with the following bonding company to do business in the State of Washington
  - a) Bond No. \_\_\_\_\_.
  - b) This bond was issued on the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

3) In addition to the above, the Contractor is required to provide a Performance Bond and Payment in accordance with the Prevailing Wage regulations prior to the commencement of work.

B. Evidence of Insurance. Prior to performing its construction work, the Contractor shall provide the District with written evidence of insurance covering public liability and property damage concerning the work to be performed. If the total amount of services to be performed by the Contractor exceeds five thousand and 00/100 dollars (\$5,000.00) the coverage limits for liability shall be not less than

as set forth on Attachment "B" entitled "Minimum Requirements for Certificates of Insurance" which by this reference is incorporated herein and made a part hereof.

In the event Attachment "B" is applicable hereto, the Contractor shall be obligated to comply with all terms and specifications set forth therein.

C. Hold Harmless Provision. The Contractor shall indemnify, defend, and hold harmless the District, its engineer, agents, and employees from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made and/or entered against the Districts, its engineer, their agents, and employees by reason of, or arising out of, the acts or omissions of the Contractor, its agents, or employees, including costs and attorney's fees incurred by the Districts and its agents and representatives in investigating and defending against any such claims in the event of failure of the Contractor to so defend as herein required.

D. Prevailing Wages. Concerning the work called for herein, the Contractor agrees to pay hourly wages to its laborers and workers in accordance with Washington law and specifically in accordance with RCW 39.12.020 dealing with the prevailing rates to be paid on public-works projects. The Contractor represents it is fully knowledgeable concerning the terms of RCW 39.12.020. The first invoice cannot be paid until the District has received the approved Intent to Pay Prevailing Wages. Retainage shall be 5% of each invoice. Retainage cannot be released until the Affidavit of Wages Paid is approved by the State and the Department of Revenue has approved the release of funds.

E. Performance of Work. The Contractor shall perform all work in a good, workmanlike and timely fashion. All materials used by the Contractor in its work shall be of a good or superior quality. In performing its work, the Contractor shall also act in accordance with all applicable local, state, and federal laws and regulations.

F. Warranty. The Contractor represents and warrants that all services and materials used by it in its services for the District shall be completely free of defects for a period of time lasting two (2) years from the date of completion. In the event any defects are discovered within the warranty time concerning the Contractor's services or materials used by it, the Contractor shall promptly cure any said defects.

G. Non-assignment of Obligations. The contractor is hereby prohibited from assigning or in any manner transferring its obligations under this contract to any third party or entity. The Contractor shall be personally responsible for performance of all work and obligations placed upon it hereunder. The person in charge of the Contractor's work hereunder shall be \_\_\_\_\_, and he/she shall make him or herself available to the District representative at all reasonable time for consultation.

H. District Inspection. Prior to commencing its work, the Contractor shall meet with the District representative(s) and these parties shall set forth an inspection schedule to be followed by the District in inspecting the Contractor's work while it is in progress. The contractor shall promptly report to the District, in writing, all errors and omissions it commits in performing the work.

5. Risk of Loss. Until the Contractor's work for the District has been fully completed and accepted by the District, all risk of loss concerning the project shall be borne by the Contractor.

6. Cooperation of Parties. The parties shall strive at all times to cooperate with one another in good faith so the terms and spirit of this agreement may be carried out in a good and timely manner.

7. Legal Action. In the event either party employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this agreement, or any appeal therefrom, then and in any such event, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay,

all of the prevailing parties reasonable costs and attorney fees therein incurred. The venue and jurisdiction for any such action shall lie with the appropriate court in Kitsap County, Washington.

8. Complete Agreement. This agreement constitutes the full and complete agreement between the parties concerning the matters set forth herein. There are no other agreements, either written or verbal, in existence.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WEST SOUND UTILITY DISTRICT:

\_\_\_\_\_  
Glen R. Screws, General Manager

CONTRACTOR:

\_\_\_\_\_