

WEST SOUND UTILITY DISTRICT

Board of Commissioners
Board Meeting

March 20, 2024
1:00 PM

Please direct your smart device or computer to www.wsud.us/meetings for information on virtual attendance.

AGENDA

PUBLIC COMMENTS

CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of March 6, 2024
2. Approval of Vouchers WSUD #32124 through #32174 in the amount of \$112,731.61
3. Approval of Vouchers SKWRF #17868 through #17890 in the amount of \$69,428.10
4. Approval of March Payroll in the Amount of \$209,421.99

BOARD DISCUSSION/ACTION ITEM

1. Resolution 1135-24, Contract Award, Well 18 Cleanout and Redevelopment, Holt Services, Inc.
2. Resolution 1136-24, Amending Public Record Policies and Procedures
3. Resolution 1137-24, Equipment Purchase, Grit Pump for the SKWRF

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

April 3	Regular Board Meeting
April 17	Regular Board Meeting
May 1	Regular Board Meeting
May 15	Regular Board Meeting

WEST SOUND UTILITY DISTRICT
Minutes of Meeting of the Board of Commissioners
2924 SE Lund Avenue, Port Orchard, WA 98366
Wednesday, March 6, 2024, at 1:00 p.m.

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

Attending: Randy Screws, General Manager
John Tapia, Operation Manager
Marty Grabill, Plant Manager
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 February 21, 2024
2. Approval of Vouchers WSUD #32091 through #32123 in the amount of \$49,445.57
3. Approval of Vouchers SKWRF #17856 through #17867 in the amount of \$47,525.78

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

Resolution 1129-24, Amending the 2024 Budget, Water Utility Capital Outlay Allocation
Passed 3-0

Resolution 1130-24, Confirming the Hiring of Utility Specialist Trainee, Corey Carter
Passed 2-1

Resolution 1131-24, Confirming the Hiring of SKWRF Operator Trainee, Hansen Blossey
Passed 2-1

Resolution 1132-24, Step Increase, WSUD Employee
Passed 3-0

Resolution 1133-24, Rejection of Bids for Cleanout and Redevelopment of Well 14
Passed 3-0

STAFF REPORTS

PLANT MANAGER'S REPORT

Plant Manager Marty Grabill reported:

General Updates

- The NPDES Permit renewal is in process. We will continue to operate under our current permit until a new one is issued.
- Currently working on the Industrial Stormwater General Permit renewal.
- OIT Position: We want to hire one person and are still interviewing for the remaining spot.
- We had a plant tour at the SKWRF yesterday with the city and the District.

2023 Load Bank Replacement

- Load bank project update: The load bank has been installed with some control work to finish tomorrow.

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. I have received one quote so far and have contacted two others for bids.

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, received one quote. We will need to go out to bid on this project.

OPERATIONS MANAGER'S REPORT

Operation Manager John Tapia reported:

Powell Booster Station Engineering

- 100% Plans completed.
- Should be going out shortly now.

Olney Sewer Replacement

- An engineering contract has been signed with WSE.
- Received updates 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 VFD has been ordered and should be here in a couple of weeks.
2. Four new chemical shelters are installed, electrical work continues.
3. Replacement of residential meters is starting back up.
4. WSDOT roundabout project: I sent over sewer as builds and shape files for that area.
5. We had three manhole asphalt repairs done yesterday.
6. The motor for Salmonberry Booster 1 has been rebuilt by Red's Electric. Waiting for the new motor from Hurley, delivered next week possibly.
7. The sewer flow meter installed at Grandridge is left. Inserta valve going in on the 28th. The closest one is 1,600 feet away.
8. Three spare pumps for sewer stations will be ordered: Ridgeline, Villa, and Blueberry. Received Ridgeline correct pump.
9. Two vehicles were ordered, still sounds like there will be an April delivery date.
10. Received one bid each for Wells 11 and 16.
11. Well 18 rehab is advertised now. Bids close on the 12th.
12. Old TV Van is at auction.

Water Production: Through February

- 2023- 75,610,000 gallons
- 2024- 85,036,000 gallons
- 1.37-million-day avg.
- 39,625,000 gallons in February

Rain Gauge:

- 2023- 9.24"
- 2024- 15.27"
- Difference- 6.03" more than last year

FINANCE MANAGER'S REPORT

Finance Manager Joy Ramsdell reported:

- Billed 37-million-gallons of water in February, which was a 22% increase from February 2023.
- February Revenues - Water \$378K, 20% increase; Sewer \$477K, 2% up and no new ERU.
- Processed 14 final billed accounts.
- Customer Service worked with operation department to utilize work orders in VueWorks to make meter setup procedure paperless and easy to track.
- All adjustments including pension liabilities were completed. Closed year 2023 books. Will start working on financial statements for annual report after reconciling February books.

GENERAL MANAGER'S REPORT

General Manager Randy Screws reported:

- Work on the gravity sewer from the Annapolis lift station to eliminate the overflow connection to the City’s sewer system continues.
- Working on completing updates to the Powell Booster Pump Station documents with HDR Engineering to begin the process of putting the project out to bid.
- Continuing to work on the 5th set of well rehabilitation bid documents for publication.

COMMISSIONERS’ REPORTS

Commissioner Hart and Commissioner Way discussed attending the Plant tour. Commissioner Lundberg had nothing to report.

EXECUTIVE SESSION

The Board entered into a 5-minute Executive Session with GM Screws and John Tapia at 1:58 p.m. Executive Session ended at 2:03 p.m. with action taken.

ADJOURN

Commissioner Hart moved to adjourn the meeting at 2:04 p.m. Motion was seconded by Commissioner Lundberg; the motion was approved 3-0.

Susan Way
Chairperson

James Jay Hart
Vice-Chairperson

Jerry Lundberg
Secretary

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1135-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING CONTRACT AWARD FOR THE
CLEANOUT AND REDEVELOPMENT OF WELL 18
WITH HOLT SERVICES, INC.**

WHEREAS, the District’s Well 18 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, specifications and addendums for the project (Exhibit “A”); and

WHEREAS, the District received two (2) bids from contractors with the ability to perform the requested work from the small works roster with a bid opening that occurred on March 12, 2024, at 9:00 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 costing in the amount of \$214,100.00 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 18 Cleanout and Redevelopment 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 March 20, 2024.

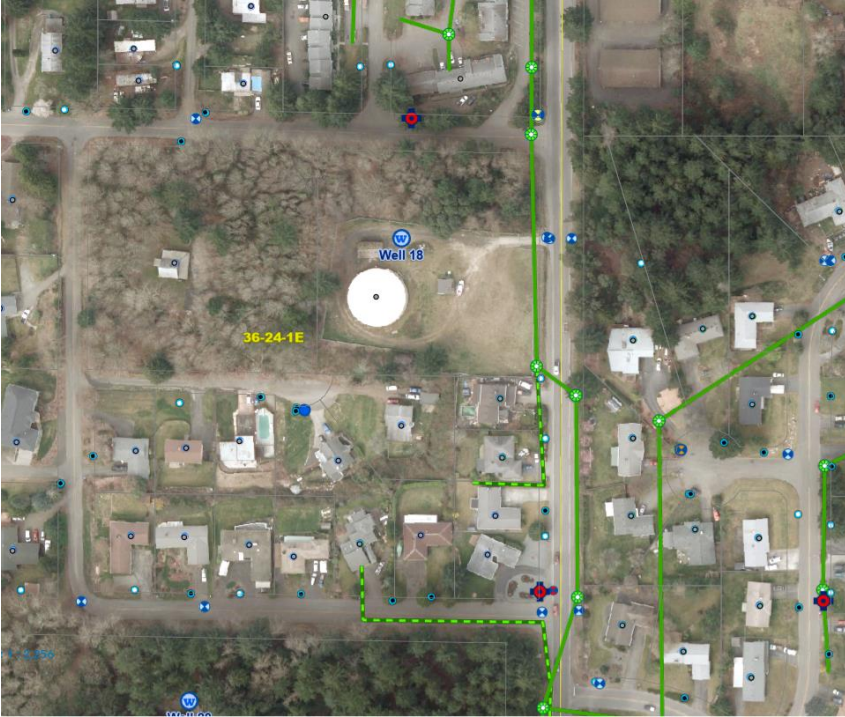
WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

2024



**PUMP, MOTOR
REPLACEMENT,
CLEANOUT AND
REDEVELOPMENT OF
WELL 18**

CLEANOUT AND REDEVELOPMENT OF WELL 18

TABLE OF CONTENTS

Notice to Bidders	2
Instruction to Bidders	4
District Public Works Contract (Sample)	5
Performance and Payment Bond (Sample)	7
Bid Bond Form (Sample)	9
Insurance Requirements	10
General Information	16
Scope of Work	16
Equipment and Materials	17
Execution of Work	17
Submittals	18
Measurement and Payment	19
Bid Proposal Sheet Sample	20
General Provisions	22
Special Specifications	25
Prevailing Wages	25
Prevailing Wage Procedures	26
Well Construction Details	27
Bid Forms (Required for Bid Submission)	29

SECTION I

NOTICE TO BIDDERS

West Sound Utility District is seeking a qualified contractor to provide for pump, motor replacement and rehabilitation for its Well 18.

Well 18 is a 12-inch-diameter well located at 1899 Jackson Ave SE Port Orchard, WA 98366. The well was originally completed with 10-inch-diameter screens (100-slot) from 236–273 feet below ground surface (bgs) and a native completion (no filter pack); there is no tailpipe below the screens. The water well report is attached.

Sealed bids will be received by West Sound Utility District (“District”) **9:00 am. on Tuesday, March 12, 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.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available, free-of-charge, to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects," "Public Works," and "West Sound Utility District." This on-line plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic email notification of future addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

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. 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:

SAMPLE

**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. (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 \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence \$4,000,000 gen. aggregate
or	
Combined Single Limit	\$2,000,000 each occurrence \$4,000,000 gen. aggregate
Employers Liability	\$2,000,000 each accident \$1,000,000 each employee - disease \$1,000,000 policy limit - disease

AUTOMOBILE LIABILITY

Bodily Injury	\$500,000 each person \$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 (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 18. Well 18 is a 12-inch-diameter well located at 1899 Jackson Ave SE Port Orchard, WA 98366. The well was originally completed with 10-inch-diameter screens (100-slot) from 236–273 feet below ground surface (bgs) and a native completion (no filter pack); there is no tailpipe below the screens. 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. 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) 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 (e.g., Nu-Well 500) prior to discharge onsite for infiltration. A post-redevelopment video inspection will then be conducted to document the efficacy of redevelopment activities.

The well is equipped with a vertical line shaft pump. The pump and motor will be replaced with a comparable make and model as part of this contract; all other components, including the motor driver, column, line shaft, bearings, and strainer 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 install the pump 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 splice to the motor, 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 located in a building with roof access, but the closest approach is several feet away from the well centerline. 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 install the new 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: 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 and fenced. 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 twelve 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 (above the abandoned tooling) 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 200 gpm from a depth of 225 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 twelve 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.

4.4 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 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. 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 four (4) 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 four (4) 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, Nu-Well 500) for well disinfection.

BID PROPOSAL

WEST SOUND UTILITY DISTRICT CLEANOUT AND REDEVELOPMENT OF WELL 18

Item	DESCRIPTION	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and Demobilization	One	Lump Sum	
2	Authorized Rig work	140 Hours	\$ _____ / HR	
3	Temporary pump for borehole clearing (Installation, removal; 4 hours of pumping)	One	Lump Sum	
4	Operate temporary pump (beyond 4 hours pumping)	8 Hours	\$ _____ / HR	
5	Contractor supplied replacement pump equipment (pump, motor, wire, etc.)	Est.	\$75,000	\$75,000
6	Extra Materials, supplies (Cost plus 15%) Use \$1,500 as a bid estimate.	Est.	\$1,500	\$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 February 16, 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.

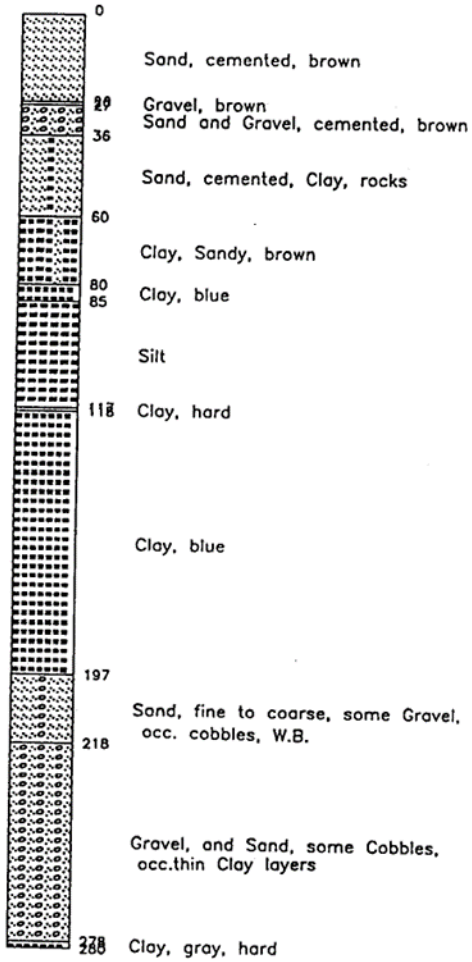
The following are required:

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

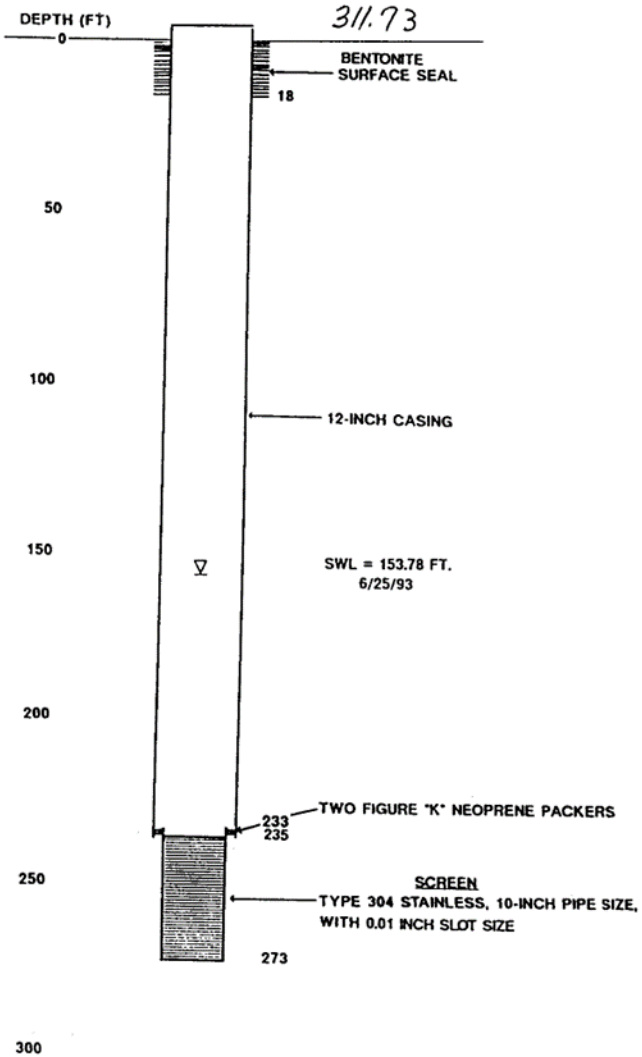
ANNAPOLIS WATER DISTRICT

WELL 18

LITHOLOGY



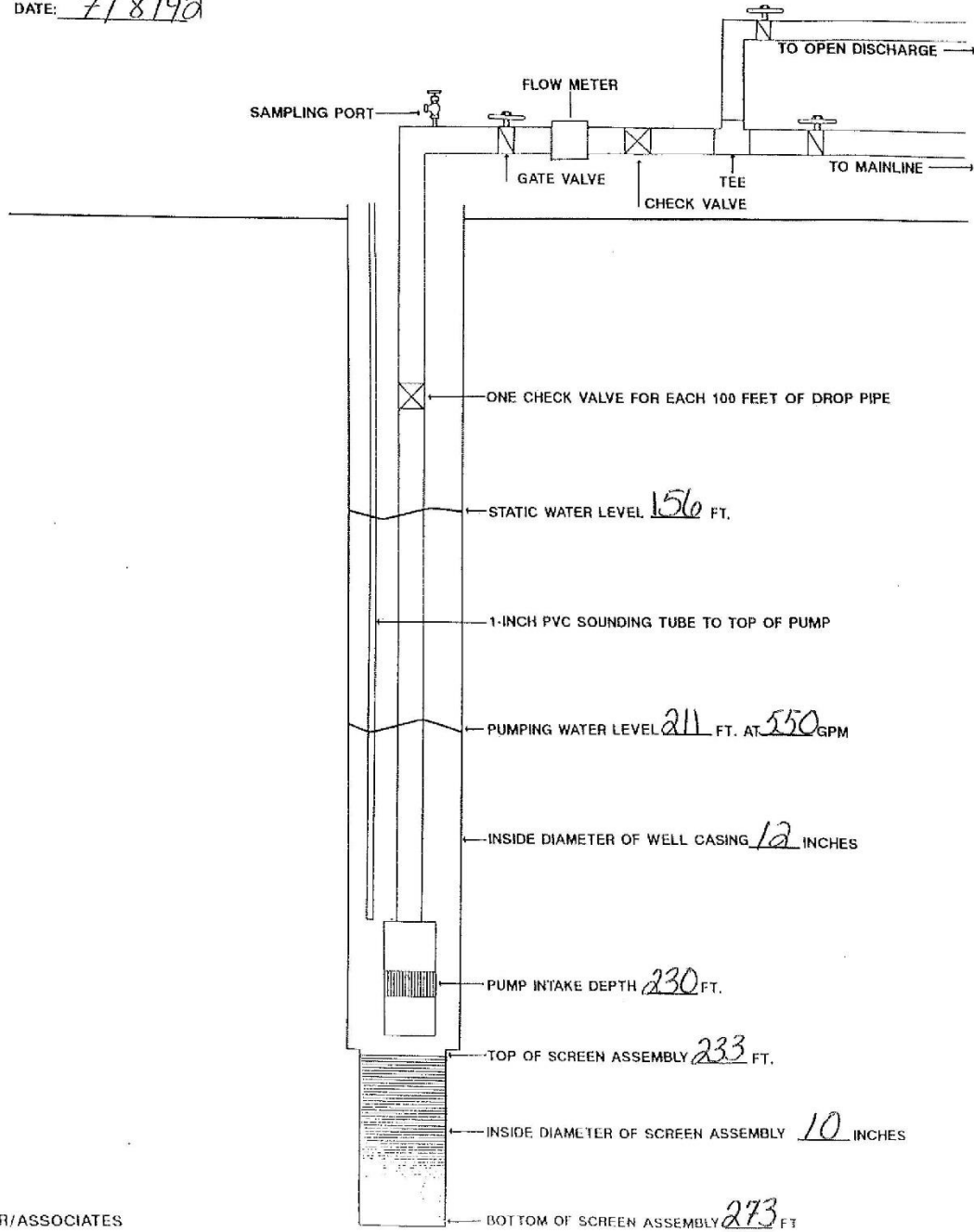
COMPLETION DETAILS



AGI-CARR 12410

PUMP SELECTION DATA FORM

WELL OWNER: Annapolis Water District
 WELL NUMBER: Well 18
 C/A PROJECT NUMBER: 12410
 DATE: 7/8/92



CARR/ASSOCIATES

BID FORMS

**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 18

Item	DESCRIPTION	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and Demobilization	One	Lump Sum	
2	Authorized Rig work	140 Hours	\$/_____ / HR	
3	Temporary pump for borehole clearing (All installation, removal, 4 hours of pumping)	One	Lump Sum	
4	Operate temporary pump (beyond 4 hours pumping)	8 Hours	\$/_____ / HR	
5	Contractor supplied replacement pump equipment (pump, motor, wire, etc.)	Est.	\$75,000	\$75,000
6	Extra Materials, supplies (Cost plus 15%) Use \$1,500 as a bid estimate.	Est.	\$1,500	\$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:

West Sound Utility District

Pump, Motor Replacement and Redevelopment of Well 18

Addendum #1

*****Date Published: February 23, 2024
Date of Addendum #1: February 28, 2024
*****Date of Bid Opening: March 12, 2024

Notice to All Bidders and Plan Holders

You are hereby notified of the following changes, deletions, additions, corrections, and clarifications to the Plans, Specifications and other documents comprising the Contract Documents for the above noted West Sound Utility District (District) project.

The following formatting has been used to note deletions (to the original text) and changes/additions to the Contract Documents.

- Deletions are formatted as stricken through (~~example~~).
- Changes/additions to the project are formatted as underlined (example).
- Changes/additions to plans are clouded or as noted.

I. Section 4.3 Cleanout and Redevelopment:

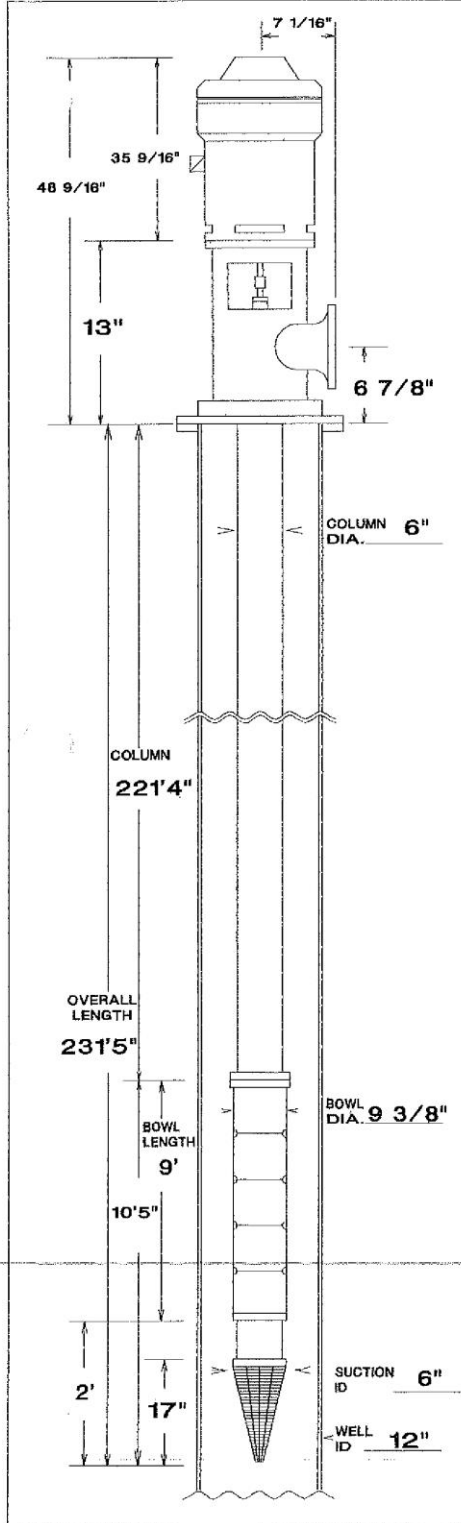
After the video inspection, cleanout shall include the brushing of the interior of the well casing and screens to remove loose scale and encrustation, then bailing any accumulated material (~~above the abandoned tooling~~) from the well with a sand-pump bailer.

II. Well Construction Details (Beginning on Page 27):

Noted: Add drawing of existing pump (located on page 2 of this addendum)

TURBINE PUMP

DATA SHEET



CUSTOMER: ANNAPOLIS WATER DISTRICT
 PROJECT: WELL NO. 18
 DATE: 1/25/94

CONDITIONS:
 LIQUID PUMPED WATER
 WELL SIZE 12" DEPTH 275'
 PUMP SET DEPTH 231'5"

PUMP DATA:
 MANUFACTURER LAYNE & BOWLER STAGES 11
 MODEL 10RL DISCHARGE SIZE 6"
 SERIAL NO. NONE
 DESIGN POINT - 500 GPM 407 TDH

MOTOR DATA:
 MANUFACTURER G.E.
 H.P. 75 MODEL NO. 5KS365DP6005DT
 RPM 1790 SERIAL NO. OH6283244
 PH 3 VOLTS 230 AMPS 174.8
 CODE S.F. 1.15 S.F.AMPS

ACCESSORIES SUPPLIED:
 COLUMN - SIZE 6" NO. 22 LENGTH 10'6"
 TYPE BLACK T&C NO. 1 LENGTH 16'6"
 TOTAL 221'4"

INNER COLUMN - LUBRICATION TYPE WATER
 SIZE 1 3/16" THREAD STICK UP 14
 DISCHARGE CASE - SIZE 6" LENGTH
 SUCTION - TYPE STRAINER SIZE 6"
 MANUFACTURER MODEL THRD LENGTH 17"
 AIRLINE/ACCESS TUBE - TYPE PVC T&C NO. 2
 SIZE 1" DEPTH 230'9 1/2" seq/221'4" static

COMMENTS:

FILE: ANNTURB.DW2

West Sound Utility District

Pump, Motor Replacement and Redevelopment of Well 18

Addendum #2

Date Published: February 23, 2024
Date of Addendum #1: March 7, 2024
Date of Bid Opening: March 12, 2024

Notice to All Bidders and Plan Holders

You are hereby notified of the following changes, deletions, additions, corrections, and clarifications to the Plans, Specifications and other documents comprising the Contract Documents for the above-noted West Sound Utility District (District) project.

The following formatting has been used to note deletions (to the original text) and changes/additions to the Contract Documents.

- Deletions are formatted as stricken through (~~example~~).
- Changes/additions to the project are formatted as underlined (example).
- Changes/additions to plans are clouded or as noted.

I. Section 4.1 COMPLETION TIME:

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. The selected contractor is required to have completed all on-site work on or before June 28, 2024. 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.

BID PROPOSAL

**WEST SOUND UTILITY DISTRICT
CLEANOUT AND REDEVELOPMENT OF WELL 18**

Item	DESCRIPTION	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and Demobilization	One	Lump Sum	\$20,000.00
2	Authorized Rig work	140 Hours	\$ 700 / HR	\$ 98,000.00
3	Temporary pump for borehole clearing (All installation, removal, 4 hours of pumping)	One	Lump Sum	\$14,000.00
4	Operate temporary pump (beyond 4 hours pumping)	8 Hours	\$ 700 / HR	\$ 5,600.00
5	Contractor supplied replacement pump equipment (pump, motor, wire, etc.)	Est.	\$75,000	\$75,000
6	Extra Materials, supplies (Cost plus 15%) Use \$1,500 as a bid estimate.	Est.	\$1,500	\$1,500

Base Bid Total \$214,100.00

Time and Materials Not to Exceed (In words):

Two Hundred Fourteen Thousand, One Hundred Dollars and 00/100

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

Yes X / 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:

3-11-24

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.

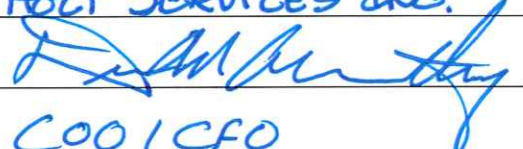
SALES TAX:

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: 
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 1136-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT
BOARD OF COMMISSIONERS
AMENDING PUBLIC RECORDS
POLICIES AND PROCEDURES**

WHEREAS, the District Board of Commissioners adopted by Resolution 515-14 on September 23, 2014, Establishing the Policy for Public Inspection and Copying of District Public Records; and

WHEREAS, the District has reviewed its current policies and procedures and has determined it is necessary to amend some of the policies and procedures relating to its Public Records Policy contained within the Administrative Code Book; **NOW, THEREFORE**,

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

Section 1. The Board of Commissioners hereby amends the policies and procedures, related to Section “2.3 - Public Records” of the Administrative Code book hereto attached as Exhibit “A”:

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regular Board Meeting on March 20, 2024.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

2.3 Public Records

A. General Policy and Procedures to Request Public Records

1. This Chapter constitutes West Sound Utility District's Rules of Procedure for compliance with the Public Records Act, Ch. 42.56 RCW, incorporated herein by reference as if fully set forth. The District's Rules of Procedure may be supplemented from time to time by administrative rules issued by the General Manager.
2. The District's policy is to promptly respond to requests for public records and to provide the fullest assistance to requesters. In order to facilitate a prompt response, requesters should submit a request in writing using the Districts form, or via letter, email or fax. The District cannot guarantee that a verbal request for records will be interpreted as a request for public records. Requesters should make a reasonable effort to identify or describe the records being sought by topic or subject matter, and including, for example a date (if known), or a date range.
3. Public records are generally available for inspection and copying Monday through Friday, from ~~7:45~~30 A.M. to ~~3:45~~4:00 P.M., excluding legal holidays. A requester that seeks to inspect nonexempt records rather than to receive copies of records will be allowed to do so under supervision, to prevent removal, destruction or disorganization of records. Requesters are prohibited from removing records from District offices. The District shall make its facilities available to any person for the copying of public records except when and to the extent; doing so would unreasonably disrupt the operations of the District. Requesters are prohibited from utilizing computers issued to District staff to inspect public records, unless the District determines to provide a designated public computer for that purpose.
 - a. An unreasonable disruption of the operations of the District occurs if a request for records is large and would require use of city equipment for extended periods of time and thereby disrupt the ability of District staff to utilize that same equipment for the regular conduct of District business. An unreasonable disruption of the operations of the District occurs if a requester would need access to District equipment that is located within District facilities that are otherwise not available to the public.
 - b. The District's ~~Assistant~~ Finance Manager shall have discretion to determine whether providing access to District equipment for copying records would unreasonably disrupt the operations of the District, and if so, how to reasonably accommodate the requester. Any use of the District's equipment requires payment according to the fees established in this chapter, whether the use of the equipment is by District staff on behalf of a requester, or by the requester.

4. The District is not required by this chapter or the Public Records Act to create records in response to a records request; but, rather, is required to make a good faith and objectively reasonable search for identifiable public records.
5. The District may release records responsive to a request in installments. A decision to release records in installments may be made by the District ~~Assistant~~ Finance Manager if the request is for a large number of documents or when a portion of responsive records is more readily available than others. The District shall require a requester to make payment in full of each installment before District staff continues to process any subsequent installment. The District may require a requester to make payment of a deposit of ten percent (10%) of the estimated cost of the entire response prior to the District beginning a large copying project on behalf of a requester.
6. If, within thirty (30) days, a requester fails to inspect records retrieved in response to a request, or to pick up, inspect, and/or pay for an installment after being notified that an installment is ready for pick up or inspection, the District ~~Assistant~~ Finance Manager may discontinue the search for any remaining responsive records and close the request.
7. When the search for records has been completed, the District ~~Assistant~~ Finance Manager may provide notification to the requester that the search is considered complete and that the District intends to close the request.
8. If, after the District has informed the requester that it has provided responsive records, the District becomes aware of additional responsive records existing at the time of the request it will promptly inform the requester of the additional documents and provide them as soon as possible. However, a public records request is not continuing in nature. If a requester desires additional records created or obtained by the District after the date of the original request, the requester must submit a new request.
9. The District archives records that are inactive but are still within their retention period. Inactive, but archived records may be stored off-site. The District retains active records on-site. Records that have met their retention period are destroyed. If the records are determined to be of legal and/or historic value and must permanently retained, such records will be micro-filmed and/or digitized and transferred into the keeping of the State Archivist.
10. The District is prohibited from disclosing a list of individuals for commercial purposes.
11. If the District receives, a request for records that are scheduled for destruction the District shall not destroy the record until the request is fulfilled.
12. When a requester requests records in an electronic format, the ~~Assistant~~ Finance Manager will provide the nonexempt records or portions of such

records that are reasonably locatable in an electronic format that is used by the District and is generally commercially available, or in a format that is reasonably translatable from the format in which the District keeps the record. The District is not required to provide redacted records electronically.

B. Public Records Officer Designated; Contact Information; Records Request Form

1. The ~~Assistant~~ Finance Manager is the designated public records officer for West Sound Utility District. The ~~Assistant~~ Finance Manager will oversee compliance with the Public Records Act and this chapter. The ~~Assistant~~ Finance Manager may delegate the responsibilities of processing records requests to other staff.
2. The ~~Assistant~~ Finance Manager may be contacted Monday through Friday, 7:30 A.M. to 4:00 P.M., at 2924 SE Lund Ave., Port Orchard, WA 98366; (360) 876-2545.
3. A requester may use the District's form to request public records located at www.wsud.us.
4. This request form may be submitted electronically as an email attachment or faxed to: (360) 876-2587, mailed to 2924 SE Lund Ave., Port Orchard, WA 98366, or personally delivered.

C. Disclosure of Public Records

Unless exempt from disclosure in whole or in part, public records shall be available for inspection and copying subject to Section 1C. The District reserves the right to respond to a request for public records within five (5) business days of receipt of a request.

D. Definitions

1. Public record

means any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the District regardless of physical form or characteristics.

2. Writing

means handwriting, typewriting, printing, photo staving, photographing, and every other means of recording any form of communication or representation, including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated.

E. Maintenance of Records by ~~Assistant~~ Finance Manager; Limited Index; Findings and Order that All-inclusive Index is Unduly Burdensome

1. All District departments are responsible for maintaining records consistent with the State Archivist's guidelines. The ~~Assistant~~ Finance Manager maintains a limited index consisting of: ordinances and resolutions of the District's Board of Commissioners; Board agenda materials; minutes of: Board study sessions, regular and special meetings of the Board; agenda materials of all Board of Commissioner's appointed advisory boards and commissions; minutes of the regular meetings of advisory boards and commissions; and all contracts, franchises, deeds, easements, and leases.
2. **Findings** RCW 42.56.070(4) provides that an agency need not maintain the index required by RCW 42.56.070(3) if to do so would be unduly burdensome, but it must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome or would interfere with agency operations. Because the District is comprised of numerous departments, their divisions and subdivisions, many if not all of which maintain separate databases and/or systems for the indexing of public records, and because each department, its divisions and subdivisions maintain records which are diverse and specific to each department, and because the various departments within the District have not historically maintained the type of index described in RCW 42.56.070(3), the Board of Commissioners finds it would be unduly burdensome, if not physically impossible, to create or maintain either a historical or a current index of all the District's public records existing since the date of incorporation.
3. **Order** Based on the findings in subsection B., above, the Board orders the following: that except for the records described in subsection A, above, no District department is required to create an all-inclusive index of records as required by RCW 42.56.070(3) because it is unduly burdensome and because the near-impossibility of creating and maintaining such an index would interfere with District operations. To the extent, any department maintains an index of records such indexes shall be made available for inspection and copying.

F. Exemptions

1. The following shall be exempt from public inspection and copying:
 - a. All public records that fall within the exemptions set forth in Ch. 42.56 RCW; and
 - b. Any other public record, which is exempt from disclosure under other state or federal law.
2. The exemptions from public disclosure set forth in this section shall be inapplicable to the extent that information, the disclosure of which would violate personal privacy or vital governmental interests, can be deleted from the specific records sought. No exemption shall be construed to permit the

nondisclosure of statistical information not descriptive of any readily identifiable person or persons.

3. Inspection or copying of any specific records exempt under this section may be permitted if the Kitsap County Superior Court finds, after a hearing with notice thereof to every person interested and to the District, that the exemption of such records is clearly unnecessary to protect any individual's right of privacy or any vital governmental function.
4. Appendix A contains a list of every law the District believes exempts or prohibits disclosure of specific information or records of the District. By providing this list, the District does not represent that every possible state or federal law has been included therein, and the District reserves the right to exempt any record, or part thereof from disclosure according to any applicable state or federal law whether currently existing and not appearing on Appendix A, or according to any later-enacted state or federal law.

G. Response to Records Request

1. Persons wishing to inspect or copy District records shall first make such request to the ~~Assistant~~ Finance Manager or to the District department, which maintains the requested records. If the requester does not know which department maintains the records, the request shall be made to the ~~Assistant~~ Finance Manager. The fullest assistance shall be provided promptly either by the ~~Assistant~~ Finance Manager or by the particular department maintaining the records. The provision of such assistance shall not unreasonably disrupt the normal operations of the ~~Assistant~~ Finance Manager, the Department or the assisting employee.
2. The ~~Assistant~~ Finance Manager or other District employee shall not distinguish among persons requesting records. Persons requesting records shall not be required to provide information as to the purpose for the request, except to establish whether the inspection or copying would violate RCW 42.56.270(9) or other statute or ordinance, which exempts or prohibits disclosure of specific information or records to certain persons.
3. To the extent possible, and consistent with Chapter 42.56 RCW, the District shall promptly respond to a request for records.
4. Within five (5) business days of the date of receipt by the District of a written request for a record, the ~~Assistant~~ Finance Manager shall:
 - a. Provide the record; or provide an internet address and link on the District's web site to the specific records requested, except that if the requester notifies the District that he/she cannot access the records through the internet, the District shall provide copies of the record;

- b. Acknowledge that the District has received the request and provide a reasonable estimate of the time the District will require to respond to the request. Additional time requires to respond to a request may be based upon the need to clarify the intent of the request, to locate and assemble the information requests, to notify third persons or agencies affected by the request, or to determine whether any of the information is exempt and that a denial should be made as to all or part of the request. In acknowledging receipt of a public record request that is unclear, the District may ask the requestor to clarify what information the requestor is seeking. If the requestor fails to clarify the request, the District need not respond to it.
 - c. Deny the public record request. Denials of requests shall be accompanied by a written statement of the specific reasons for denial.
5. If the ~~Assistant~~ Finance Manager determines that the document is exempt in part, but can be made available after redaction of exempt portions, the request shall be granted; provided that such exempt portions shall first be redacted. All documents redacted as exempt shall be accompanied by an exemption log that provides a brief description of the document, and the legal reason justifying redaction of the record.

H. Reimbursement for Copying Costs

- 1. Copies of written records, maps, photographs including slides, audio tape recordings, video tape recordings, and disks shall be made and provided by the District upon request and payment of the actual cost of reproducing the same, including labor and mailing costs. Items that are copied by an outside vendor shall be subject to the vendor cost plus any mailing charges. The District may provide an internet address and link on the District's web site to the specific records requested. If a requester notifies the District that he or she cannot access records through the internet, the District shall provide copies of records sought by the requestor, shall make original records available to the requester, or may allow a requester to view copies of records using a designated public computer.
- 2. **Fees** The ~~following~~ fee schedule shall be applied to the provision and copying of public records as defined in the currently adopted Master Schedule of Fees and Charges.

Board, Committee Agendas & Minutes	No Charge
Preliminary Annual Budget	No Charge
Materials scanned in PDF format or copied on the copier on letter, legal, or ledger size paper (includes agenda packet materials, ordinances, resolutions, public meeting minutes, contracts, etc.)	\$0.15 per page

Audio Recording Tapes	\$10.00 per audio tape
CD Disc, DVD Disc	\$1.50 per disc
Verbatim Transcripts (\$100 deposit when ordered)	Actual cost
GIS Aerial Mapping (11" x 17")	\$6.00

4. Where the request is for a certified copy, there shall be an additional charge as noted in subsection (B) of this section to cover the additional expense and time required for certification.
5. The General Manager or ~~Assistant~~ Finance Manager may provide copies of District records at no charge to individuals or government agencies doing business with the District, if the General Manager or ~~Assistant~~ Finance Manager determines such action is in the best interest of the District.

I. Decision on Public Records Requests; Procedure for Review of Decision; Final Action for Purposes of Judicial Review

A decision by the ~~Assistant~~ Finance Manager denying inspection or copying of records in whole or in part shall be promptly reviewed by the District's Attorney. Such review shall be deemed complete at the end of the second business day following the denial of inspection or copying in whole or in part and shall constitute final District action for the purposes of judicial review. The requester shall be notified by mail of the decision to grant or deny the request.

J. Disclosure Prohibited by Other Statutes

The District shall not be required by this resolution to permit public inspection and copying of any record to the extent public disclosure of the record is prohibited, restricted or limited by any State or federal statute or regulation including or by case law, including but not limited to, Chapter 10.97 RCW, the Washington State Criminal Records Privacy Act, Chapter 13.50 RCW, relating to release of records by juvenile justice or care agencies, or Chapter 46.52 RCW, relating to accident reports and abandoned vehicles.

K. Administrative Rules

The General Manager may issue administrative rules for the implementation of this chapter.

L. Severability

If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1137-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING THE EQUIPMENT PURCHASE OF
A GRIT PUMP FOR THE
SOUTH KITSAP WATER RECLAMATION FACILITY**

WHEREAS, the SKWRF’s 2024 Capital Budget identified a planned expenditure for the replacement of a Grit Pump; and

WHEREAS, the SKWRF’s 2024 Capital Budget contains sufficient funding for the purchase of the replacement Grit Pump; and

WHEREAS, SKWRF staff made inquiries to vendors for supply of the equipment of which three (3) quotes were provided and it was determined that Hayward Gordon Group provided the lowest responsible quote which meets the needs of the SKWRF for the replacement Grit Pump; and

WHEREAS, the amount for this purchase is in excess of the \$20,000.00 purchasing authority of the General Manager and requires the approval of the Board of Commissioners; **NOW, THEREFORE**,

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

Section 1. The Board of Commissioners hereby approves the purchase of a replacement Grit Pump as quoted by Hayward Gordon Group in the amount of \$24,365.00 plus WSST in the amount of \$2,265.94 for a total of \$26,630.94 per Exhibit “A”.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regular Board meeting on March 20, 2024.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

QUOTATION FOR HAYWARD GORDON SOLIDS HANDLING PUMPS

Date:	3/13/2024	Project Reference:	West Sound Utility Grit Pump
Quotation No.:	Q3-73116-N5W8 Rev. 2	Equipment Reference:	

Customer:	Goble Sampson Washington 22526 SE 64th Place Suite 240 Issaquah WA	Delivery:	16 weeks
		Incoterms:	DDP
		Freight:	PREPAID
		Terms of Payment:	0 {Net 30 Days}
		Taxes:	Not Included
	98027	Price Validity	60 days
		Currency:	US \$
Attention:	John Simon	Salesperson:	Bob Lindgren
		Submitted By:	Paul Grodde

PRODUCT:

QTY	MODEL	UNIT SELL PRICE	LOT SELL PRICE
1	HAYWARD GORDON XR4(8) TORUS RECESSED IMPELLER PUMP	\$24,365.00	\$24,365.00

CONSTRUCTION DETAILS:

Wet End:	ASTM A532 Super Ni-Hard (650BHN) Casing, Impeller and Wearplate
Seal:	John Crane Type 1 Double Seal (SC/SC vs Car/Cer) - Clean Water Flush Required
Ports/Flanges:	6" suction x 4" discharge - 125#RF
Motor Details:	7.5HP, 1800RPM, 460V/3/60, 213T, TEFC Inverter Duty Rated
Drive:	Adjustable Speed V-Belt
Guard:	OSHA - V-Belt Guard
Base/Coverplate:	Steel Baseplate (Side by Side - Right Hand)
Pump Setting:	Horizontal

APPLICATION DETAILS:

Fluid:	Grit	Impeller Diameter:		Solids:	
Capacity:	200 GPM	Viscosity:		NPSHR:	Flooded
Head:	28 ft	Temperature:	Ambient		
Pump RPM:	1150 RPM	Specific Gravity:	1.00		

REMARKS:

JVS drive provides +/-10% speed variation. Intended for speed adjustment at initial set up.
Work by others: anchor bolts, seal water piping, pressure gauges.
Torus XR pumps are not dimensional or hydraulic exact replacements for Wemco model C. Piping /anchorage changes will be required. Bare shaft pumps run at different speed then model C to meet duty point.

As of the date of this quote and due to the COVID-19 pandemic, the Hayward Gordon Group of companies have taken every precaution to minimize our product delivery schedules to our valued Customers. However due to Federal, State or Provincial mandated restrictions, the Seller may be required to adjust our product delivery lead-times accordingly.

By accepting and issuing a formal purchase order in reference to one of the Hayward Gordon Group of companies 1) Hayward Gordon ULC or 2) Sharpe Mixers, Inc. or 3) Scott Turbon Mixer, Inc. quotes, hereinafter referred to as "Seller", Seller will confirm a ship date of the order based upon the then current environmental impact on the manufacturing schedule.

In the event that due to the COVID-19 pandemic, order fulfilment has to be delayed, Seller will provide notice to you our valued customer. Either Party reserves the right to suspend work on this order, if operations are required to shut down due to the COVID-19 pandemic, for a period of (2)

months or longer, at which point both Seller and Buyer will mutually review and either party may terminate with written notification. Buyer agrees to pay Seller for the value of the "unpaid" work performed by Seller, at the date of the termination.

GENERAL COMMENTS:

1. Price validity is based on receipt of complete approval and release for production no more than eight weeks after drawings have been submitted by Hayward Gordon ULC.
2. Hayward Gordon ULC's standard Terms and Conditions of Sale apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
3. All start-up and instructional services not included unless specifically noted otherwise in this proposal.
4. All starters and control equipment are not within Hayward Gordon ULC's scope of supply and are to be supplied by others unless specifically noted otherwise in this proposal.
5. This proposal does not include installation, wiring, field painting or any other items except as specifically described above.

TERMS AND CONDITIONS OF SALE

FORMATION OF AGREEMENT

These Terms and Conditions of Sale apply to the purchase of Products, Services, or both, by Buyer from Hayward Gordon ULC, (hereinafter referred to as "Seller"), each as identified in Seller's quote. These Terms and Conditions, together with Seller's quote, comprise the entire agreement between the parties (the "Agreement").

Seller's agreement to furnish Product or Services is expressly conditioned on Buyer's agreement to these Terms and Conditions. An order for Products, Services or both, constitutes Buyer's acceptance of these terms and conditions. Seller rejects any terms, conditions, or warranties in Buyer's purchase order or other document or communication that are additional to or differ from those set out in this Agreement, unless set out in writing and signed by Seller's authorized representative.

PRICES

Quotes. Prices in Seller's quote are valid for 30 days from the date of the quote unless otherwise specified in writing.

Currency. Prices are in the currency specified in Seller's quote. If no currency is specified, prices to buyers located in Canada are in Canadian dollars and prices to all other buyers are in US dollars.

Taxes excluded. Prices do not include any Taxes related to the Products or Services supplied under this Agreement, which are the responsibility of Buyer, unless Buyer presents a waiver or an exemption certificate acceptable to Seller.

PAYMENT

Terms. Buyer will pay all invoiced amounts in full, without deduction, back charge or set-off, within 30 days from the date of Seller's invoice. Payment is not contingent on Buyer receiving payment from Buyer's customer.

Payment Method. Buyer is hereby notified that payments by credit card will incur a 2% fee.

Late Payment. If payment is not made when required, Seller may at its option take one or more of the following actions: (i) treat such failure as a repudiation of all or a portion of the order that has not been fully performed and immediately suspend performance, (ii) continue production and make shipment under reservation of title or a security interest, and demand payment against tender of documents of title; (iii) charge interest at the lesser of

1.5% per month and the maximum rate permitted under applicable law, from the due date until paid, plus Seller's reasonable costs of collection; and (iv)

Buyer agrees that Seller may enter the premises where any Products for which Buyer has not paid are located, repossess such Products whatever the mode of their attachment to realty or other property, sell the repossessed Products, apply the proceeds to the overdue payment, and recover any deficiency from Buyer.

DELIVERY, RISK, TITLE

Delivery dates. Delivery dates stated in advance of shipment, including in Seller's quote, are estimates only and are not guaranteed. Seller will not be liable for or penalized as a result of delays in shipment for any cause. Seller reserves the right, upon prior notice to Buyer, to make partial deliveries or partial performance, which may be separately invoiced.

Buyer Delay. If Products cannot be shipped to or received by Buyer when ready because of any cause attributable to Buyer or its other contractors, Seller may store the Products at the sole expense and risk of Buyer; in such case, Seller will invoice Buyer and terms of payment will apply as if delivery had been made on the original delivery date.

Damage/Shortage. Claims for damages or shortages must be made within 5 days after receipt of Products.

CHANGES

Orders accepted by Seller are not subject to change or cancellation by Buyer, except with Seller's written consent. Where Seller authorizes changes (including changes to specifications, and special packaging, tests or inspections in addition to Seller's normal procedures and not set out in Seller's Quote), Seller may charge Buyer reasonable costs of such change.

Seller will make every effort to maintain initial prices throughout the drawing and submittals process. For the avoidance of doubt, in the instance of any change and resubmittal Seller reserves the right to adjust the price in accordance with equity and necessity.

Further, should the Buyer not respond to confirm drawings and submittals in 30 days the initial price quoted may no longer be valid and may be subject to change in accordance with equity and necessity.

INSTALLATION

All Products will be installed by and at the risk and expense of Buyer, unless otherwise specified in Seller's quote or agreed to in writing.

WARRANTY

Warranty. Seller warrants that during the warranty period:

- (a) all Products sold by it to Buyer pursuant to the Agreement, when properly stored, installed, used and maintained by Buyer, will in all material respects, conform to the specifications and be free from defects in materials and workmanship under normal usage; and
- (b) the Services performed by Seller will be performed in a good and workmanlike manner in accordance with any mutually agreed specifications.

Warranty Period. The warranty period for Products is one year from date of shipment.

Warranty Claims/Seller's Obligations. A claim must be submitted in writing, within 30 days of discovery, within the warranty period, to give rise to Seller's obligations. Seller's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair or replacement by Seller, in the case of the Product warranty, and re-performance by Seller in the case of the Services warranty. Such repair, replacement or re-performance will not extend the warranty period. Seller may require access to complete and accurate records of operation and maintenance during the warranty period, or the return of defective parts, freight prepaid, before a warranty claim is recognized. Third-party components. Products may contain components from third party manufacturers. Seller will use reasonable commercial efforts to extend to Buyer the benefit of any warranty given by the component manufacturer to Seller where the third party manufacturer permits it to do so.

No other warranties.

All other warranties, representations, terms and conditions (express, implied or statutory) as to quality, condition, description, merchantability, fitness for purpose, compliance with sample, or non-infringement (except implied warranty of title) are expressly excluded to the fullest extent permitted by law.

LIMITATION OF LIABILITY

Exclusions. Without limiting the foregoing, Seller will have no liability in respect of:

(i) failure to follow Seller's use restrictions, specifications, recommendations or instructions or any misuse of the Products; (ii) any alteration, modification, repair, or enhancement of the Products by Buyer or any third party without Seller's prior written consent; (iii) any defect in the Product arising from designs, specifications or materials supplied by Buyer; (iv) any shipping, storage or working conditions different than those advised by Buyer after Seller's delivery of Products to Buyer; (v) chemical attack or wear; (vi) normal wear and tear; (vii) accident; (viii) fraud, negligence or wilful misconduct of Buyer or any of its affiliates or representatives; (ix) any Product for which the purchase price has not been paid in full in accordance with the Agreement.

Limitation.

(i) In no event will Seller's liability, in the aggregate, for damages arising out of the use of the Product or Services, or arising under this Agreement, whether in contract, tort (including negligence), or otherwise, to Buyer or any other person exceed the amount paid by Buyer to Seller under the Agreement for the Products or Services to which such claim or damages relates;

(ii) Seller will not be liable for loss of profit or revenues, loss of use of equipment or systems, loss or deferral of production, interruption of business or loss of contract, loss of use, increased operating costs, or claims of Buyer's customers for any of the foregoing, any special, consequential, incidental, indirect, or punitive damages, whether or not foreseeable at the date of Seller starting performance of the Agreement and even if Seller is advised in advance of the possibility of any such loss or damages

INDEMNITY

Each party will indemnify the other party from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the indemnifying party in connection with this Agreement. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense will be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of a Product is considered third party property, and "third party" does not include Buyer or any subsequent owner of the Products, their subsidiaries, parents, affiliates, agents, successors or assigns, including any operation or maintenance contractor, or their insurer.

EXCUSED PERFORMANCE/FORCE MAJEURE

A party will not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism. If such an event occurs, the time for performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event.

COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws and regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements, including, but not limited to, import and export control, anti-bribery and anti-money laundering laws, regulations, codes, or ordinances. In no event shall buyer use, divert, import, export or re-export products and/or technology in violation of such applicable laws and regulations.

Buyer hereby certifies that it will not export, re-export, or transfer all or part(s) of the products to Iran, North Korea and any countries of the sanctioned countries under the laws and regulations applicable to seller.

GOVERNING LAW

Unless otherwise agreed to in writing, the laws of the jurisdiction from which Seller ships the Product(s) will govern the interpretation and construction of this Agreement, and the Parties agree to submit to the exclusive jurisdiction of the courts of such jurisdiction.

Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Assignment/Subcontracting.

Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates. Seller may subcontract portions of the work to any third party.

 MOTORS (CANADA) INC.	
	Date: March 13, 2024

Technical Data Sheet

Motor Type: AEHH8N	Catalogue No: PDH7/54
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Nameplate Information

HP	Pole	RPM	Frame	Voltage	Hz	Phase
7.5	4	1755	213T	230 / 460	60	3
Enclosure	Ins. Class	Service Factor	Time Rating	NEMA Design	Rated Amb.	Rated Altitude
TEFC	F	1.15	Continuous	C	-40 to 40 °C	<1000 m

Typical Performance

Efficiency (%)				Power Factor (%)		
Full Load		3/4 Load	1/2 Load	Full Load	3/4 Load	1/2 Load
Nom.	Min.					
91.70	90.20	91.00	89.50	83.00	79.00	69.50
Torque				Current (A)		
Full Load (lb-ft)	Locked Rotor (% FLT)	Pull Up (% FLT)	Break Down (% FLT)	No Load	Full Load	Locked Rotor
22.37	230	155	270	7.2 / 3.6	18.5 / 9.2	128.00 / 64.00
NEMA KVA Code	Inertia (WR ²)			Safe Stall Time (s)		Noise Level Sound Press. dB(A)
	Rotor (lb-ft ²)	NEMA Load (lb-ft ²)	Max. Allowable (lb-ft ²)	Cold	Hot	
H	0.806	39.00	148.00	30	21	60.0

VFD Duty Information

MAX HP	Current (A)	Speed Range			VFD		S.F.
		CT	VT	CHP	Carrier Hz	Type	
7.5	9.23	6-60Hz	3-60Hz	60-120Hz	3-6kHz	VPWM or CPWM	1.0

Hazardous Locations Information

Additional Certifications

CSA Certified	Other Certification
Class I, Div 2, Groups B, C & D Class I, Zone 2, Groups IIB+H2, IIB & IIA	
Temp Code (Sinewave / VFD)	T3B / T3B

Additional Information

Bearings		Approx. Weight
DE	NDE	lbs
6308ZZ	6306ZZ	165

JVS Adjustable Speed Sheaves

Features

- For A-B or 5V Belts
- Up to 40 HP @ 1750 rpm
- Needs No Lubrication
- Won't Freeze or Stick
- Wider Speed Range



Wood's JVS stationary control, adjustable speed sheaves offer several significant advantages. This sheave is available in 6 sizes from 5.118 inches (130 mm) to 9.055 inches (230 mm) in diameter. It uses Classical A and B belts and Narrow 5V belts. Capacities range up to 40 hp at 1750 rpm. Its speed is infinitely variable, and because one screw controls both moveable flanges, accurate groove spacing is assured at all times. It uses a clamping collar design with no threads on either the sleeve or the flanges, so there is no chance of fretting corrosion and sticking. No lubrication is needed.