

WEST SOUND UTILITY DISTRICT

Board of Commissioners
Board Meeting

April 3, 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 20, 2024
2. Approval of Vouchers WSUD #32175 through #32204 in the amount of \$87,480.27
3. Approval of Vouchers SKWRF #17891 through #17903 in the amount of \$44,255.22

BOARD DISCUSSION/ACTION ITEM

1. Resolution 1138-24, Contract Award, Pat Hall Construction, Inc., Well 20 Site Clearing
2. Resolution 1139-24, Confirming the Hiring of SKWRF Operator Trainee, Lorenzo Determan
3. Resolution 1140-24, Contract Award, Legacy Power Systems, LLC., SKWRF ATS
4. Resolution 1141-24, Contract Award, Holt Services, Inc., Well 14 Rehabilitation
5. Resolution 1142-24, Contract Award, Holt Services, Inc., Well 17 Rehabilitation
6. Resolution 1143-24, Authorizing Equipment Purchase, Water Meters, H.D. Fowler Company
7. Resolution 1144-24, Step Increase, WSUD Employee

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 15	Regular Board Meeting (Monday)
May 1	Regular Board Meeting
May 15	Regular Board Meeting
June 5	Regular Board Meeting
June 11	Sewer Advisory Committee Meeting (3:00 pm, WSUD Offices)
June 19	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 20, 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
Michaela Horishige, Accounting Specialist

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

PUBLIC COMMENTS

None

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

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 1135-24, Contract Award, Well 18 Cleanout and Redevelopment, Holt Services, Inc.
Passed 3-0

Resolution 1136-24, Amending Public Record Policies and Procedures
Passed 3-0

Resolution 1137-24, Equipment Purchase, Grit Pump for the SKWRF
Passed 3-0

STAFF REPORTS

PLANT MANAGER'S REPORT

Plant Manager Marty Grabill reported:

General Updates

- The NPDES Permit renewal is in process. SKWRF will continue to operate under the current permit until a new one is issued.
- Currently working on the Industrial Stormwater General Permit renewal.
- Plant tour at the SKWRF last Monday with the Dept. of Energy Services and McKinstry. The purpose is to look for renewable energy projects.

Load Bank Replacement

- The new load bank has been installed and online since February 29th.

Nutrient General Permit

- SKWRF continues awaiting a decision on in-house accreditation from D.O.E. for nutrient testing.

Electrical Switch Gear Replacement

- SKWRF received two quotes for this project and are awaiting a third. This project looks to come in under budget, with a 20-week lead time on the switch gear.

Grit Pump Replacement

- SKWRF sought multiple quotes and received three for procurement of a Grit Pump. SKWRF received three quotes and has selected to move forward with the purchase pending Board approval.

Fine Screen Replacement

- Manufacturers' representatives have made site visits to determine initial costs, with budgetary estimates provided coming in over \$200,000. SKWRF will provide for a competitive bid process for the equipment due to the anticipated costing. The approximate lead time on delivery of fine screens is 50 weeks, so this project is looking to go into next year.

Commissioner Hart asked about nutrient testing lead times as that had been an issue in the past. Plant Manager Marty Grabill explained the SKWRF has been utilizing Water Management Services and has been happy with the results. Commissioner Lundberg asked about the timeline for D.O.E. accreditation, there is no update with a set timeline yet.

OPERATIONS MANAGER'S REPORT

Operation Manager John Tapia reported:

CIP - Powell Booster Station Engineering

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

Olney Sewer Replacement

- Engineering contract has been signed with WSE.
- Received updates Engineers estimate with manhole changes: \$1,183,592.43.

- Currently reviewing the updates.

Well Rehabilitations

- Well 16 Holt Services- \$192,100.00. Contractor indicated they will begin work soon.
- Well 11 Holt Services- \$221,100.00. Coordination will occur with Well 14 Rehabilitation work.
- Well 18 Holt Services- \$214,100.00. Contractor will be notified of Contract Award.
- Well 14 Bid Opening: April 1st
- Well 17 Bid Opening: April 1st

Crew

1. Well 22 VFD: Taurus Power and Controls is waiting on two more parts which will be shipped in 2.5 weeks.
2. Crews working on “spring cleaning” on our mission dialer systems.
3. Replacement of residential meters continues.
4. Well 19 had some damage to the fence that will need to be repaired.
5. The motor for Salmonberry Booster 1 has been rebuilt by Red’s Electric. Received the rebuilt pump from Hurley Engineering on Monday.
6. Sewer flow meter install at Grandridge: Inserta valve is still planned on going in on the 28th. The closest one is 1,600 feet away.
7. Three spare pumps for sewer stations will be ordered: Ridgeline, Villa and Blueberry. No updates on Ridgeline or Villa pumps.
8. Two vehicles ordered, still sounds like there will be an April delivery date.
9. Rebuilding fluoride hoppers at out sites.
10. Crew had TMG provided training on rebuilding of chlorine regulators.
11. Surplus property TV Van sold for \$45,000 at auction.
12. Utility Specialist Trainee Darryl Boco will begin CDL training starting 4/8/24 and ending 5/3/24.

FINANCE MANAGER’S REPORT

Finance Manager Joy Ramsdell reported:

- As of yesterday, we have 36 past due accounts with a total balance of \$27k.
- We sent out 131 shut off notices and had 7 accounts shut off, and 7 liens filed.
- Staff discovered and fixed an error on a past-due batch which impacted over 600 accounts.
- Currently working on the Treatment Plant annual report. The three district financial statements have been completed.

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.
- Work continues on capital project preparation for RFP’s.

- Work continues on updates to the Powell Booster Pump Station documents with HDR Engineering to begin the process of putting the project out to bid. Public Works Board has approved our submitted advertisement language for the project.
- PWB Board potential Award of the Bethel Corridor main replacement is being reconsidered. General Manager Screws indicated he has been informed the PWB will be issuing an award letter to the District for the Project.
- The regularly scheduled Board Meeting for April 17th (16th through 18th) conflicts with the WASWD Conference. A request for the Board to consider rescheduling the meeting from Wednesday, April 17th to Monday April 15th?
- Request to the Board to bring your electronic devices when attending Board Meetings. The Board was informed that to ensure that the devices are up to date with security patches and antivirus software. Also, staff are exploring other methods to provide a display of meeting items directly to your devices.
- General Manager Screws requested an open discussion pertaining to “at will employment” with current policy. The Board accommodated the discussion with no action taken.

COMMISSIONERS’ REPORTS

Commissioner Way requested the June 5th meeting be moved to June 12th, as she will be traveling at that time. The Board decided to keep the current schedule with Commissioner Way attending via Zoom, after being advised by legal counsel that Zoom is considered regular attendance. Commissioner Lundberg asked for an update on a meter installation at the Fire District #7 training facility. GM Screws replied that the main relocation required for that project is in the 2024 Capital Plan. Commissioner Hart had nothing to report.

EXECUTIVE SESSION

ADJOURN

Commissioner Hart moved to adjourn the meeting at 1:51 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 1138-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING THE AWARD OF CONTRACT WITH
PAT HALL CONSTRUCTION, INC.
FOR SITE CLEARING AND ROAD IMPROVEMENTS AT WELL 20**

WHEREAS, the District’s 2024 Water Capital Improvement budget contains funding sufficient to address Well 20 rehabilitation which resides off of SE Fir Street within a Kitsap County Park identified as the South Kitsap Regional Park; and

WHEREAS, in cooperation with Kitsap County Parks, a need for tree removal, site clearing, and road improvements are necessary in order to facilitate the planned rehabilitation work on Well 20; and

WHEREAS, District staff has sought three (3) quotes from contractors for the work with Pat Hall Construction, Inc. providing a quote deemed by District Staff at meeting the needs of the District; **NOW, THEREFORE**,

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

Section 1. The Board approves the attached Minor Services Contract (Exhibit “B”) for the site clearing and road improvements as identified the quote provided (Exhibit “A”) in the amount of \$21,834.13, plus applicable sales tax in the amount of \$2,008.74 for a total amount of \$23,842.87. The Board further authorizes the General Manager, on behalf of the District, to execute the Contract with Pat Hall Construction, Inc.; and to approve amendments to the Contract or change orders in an amount not to exceed 20% of the Minor Services Contract amount 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 regular Board meeting on April 3, 2024.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary



WESTSOUND UTILITY DISTRICT

Contact: J.J. JOHNSON
Phone: 360-876-2545
Fax:

Quote To:
Phone:
Fax:

Job Name: WELL20
Date of Plans: FEBRUARY 23RD 2024
Revision Date:

CLEARING 20 TRBBS/GRADING/GRAVEL PLACEMENT

ITEM	DESCRIPTION				
1	REMOVE TREES				
2	BRUSH/STUMPS REMOVAL				
3	GRADING				
4	GRAVEL				

GRAND TOTAL **\$21,834.13**

NOTES:

EXCLUSIONS AND INCLUSIONS;

- 1)FALL TREES THAT ARE MARKED(APPROXIMATLY 20)LEAVE OR LOAD WOOD IN PILE. REMOVE STUMPS AND BRUSH TO RECYCLE YARD.
- 2)GENERAL GRADING OF ROADWAY AROUND PUMPHOUSE AND TRANSFORMER. GRADE FOR DRAINAGE AWAY FROM BUILDING.
- 3)RE GRAVEL ACCESS ROAD INTO SITE AND NEW ROADWAY AROUND PUMPHOUSE ,COMPACT WITH VIBRATORY ROLLER.
- 4) DOES NOT INCLUDE PERMITS OR FEES OF ANY KIND
- 5)PHCI WILL HELP BLOCK OFF TRAILS ,DIRECTION AND HELP WITH CORDINATION FROM COUNTY TO COME FROM WESTSOUND UTILITY.
- 6)QUOTE IS GOOD FOR 30 DAYS, START DATE NO SOONER THEN MARCH 25TH, JOB DURATION IS 4 DAYS.

MINOR SERVICES CONTRACT

THIS AGREEMENT is entered into this ___ day of _____, 20___, by and between **WEST SOUND UTILITY DISTRICT**, a Washington State municipal corporation (“District”), and _____ (“Service Provider”).

Pursuant to its procedures, District has determined that Service Provider is able to perform the services hereinafter described at a reasonable price. The purpose of this Contract is to set forth the agreement of the parties in writing.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties agree as follows:

1. Services. The Service Provider shall perform all services to a completed state, and furnish all reports, permits, tools, materials and equipment for the District regarding the scope of work described on the attached “EXHIBIT A”, which by this reference is incorporated herein and made a part hereof.

2. Service Provider Compensation. The Service Provider shall be compensated in the total sum of \$_____ for its services, plus Washington State sales tax, if applicable, in the sum of \$_____. Unless otherwise stated in EXHIBIT A, compensation shall be paid within thirty (30) days completion of the services in a good and satisfactory manner.

3. Service Provider Work Standards. The Service Provider shall perform its services in a good, safe, professional and timely fashion. All materials that may be used in its services shall be new and of a good or superior quality. The Service Provider shall be personally responsible for performance of all services and obligations placed upon it hereunder and shall not assign any of its obligations hereunder to any third party or entity.

4. Service Provider Representative. The person in charge of Service Provider’s services hereunder shall be _____. He/she shall make himself/herself available to the District’s General Manager or other designated District representative(s) at all reasonable times for consultation. The Service Provider’s representative shall provide his/her work and cell phone numbers to the District’s designated representative.

5. Inspections. Prior to commencing its services, the Service Provider shall meet with the District’s General Manager and/or any other District representatives assigned to this project as determined by the District’s General Manager, and these parties shall set forth an inspection or review schedule to be followed by the District in inspecting or reviewing the Service Provider’s services while it progresses or after its completion.

6. Completion Deadline. Service Provider’s services hereunder shall commence on or about the ___ of _____, 20___, and shall be completed by no later than the ___ day of _____, 20___.

7. Service Provider Status as Independent Contractor. During the term of this Contract, the Service Provider is and shall be at all times an independent contractor.

8. Termination. The District shall have the right to immediately terminate this Contract for public convenience or if the Service Provider violates any of the substantive terms of this Contract.

9. Legal Action. Should either the District or Service Provider commence legal action relating to the provisions of this Contract against the other, the party who substantially prevails shall be awarded judgment for all costs and legal fees incurred in the legal action from the party who substantially loses. Venue for any such action shall be in Kitsap County, Washington.

10. Indemnification. The Service Provider shall defend, indemnify and save the District and its officers, employees and representatives harmless from any and all claims, risks, losses, damages, demands, suits, judgments and attorneys' fees, or other expenses of every kind, on account of injury to or the death of any person(s), or on account of all property damage of every kind, or loss of use resulting therefrom, to any person or entity arising out of or in any manner connected with the services performed under this Contract by the Service Provider.

11. Insurance. The Service Provider shall obtain and keep in force during the term of this Contract, bodily injury, property damage, and vehicle insurance, all as approved by the District, which insurance shall provide coverage to the Service Provider and District for any harm caused by the Service Provider while performing its services hereunder.

12. Prevailing Wages / Non-Discrimination. The Service Provider shall pay all applicable prevailing wages and post all required notices regarding the same as required by Washington law. The Service Provider shall comply with Washington's non-discrimination laws in its hiring practices.

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

14. Complete Agreement. This Agreement constitutes the full and complete agreement of the parties concerning the matters set forth herein. There are no other agreements, either in written or verbal form concerning the matters covered herein, that shall be provided with any legal effect. Any changes or amendments hereto shall be set forth in writing and signed by each party.

IN WITNESS WHEREOF, we have each set our hands hereto to evidence our respective consents hereto as of the date appearing by our signatures.

WEST SOUND UTILITY DISTRICT

SERVICE PROVIDER

by: _____
General Manager

by: _____
Print Name: _____
Its duly authorized representative for entry
into this Contract.

Date: _____

Date: _____

Address: _____

E-mail: _____

Phone: _____

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1139-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT
BOARD OF COMMISSIONERS
CONFIRMING THE HIRING OF
SKWRF OPERATOR TRAINEE,
LORENZO DETERMAN**

WHEREAS, West Sound Utility District advertised and received applications for the SKWRF Operator Trainee position; and

WHEREAS, eleven (11) applicants were screened, with six (6) interviews conducted and a second interview conducted with Mr. Lorenzo Determan after which it was determined that Mr. Determan was deemed a capable person to fill an open position of SKWRF Operator Trainee; and

WHEREAS, it is the desire of the SKWRF Plant Manager and General Manager to hire Mr. Determan as a SKWRF Operator Trainee; **NOW, THEREFORE**,

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

Section 1. The General Manager's hiring of Mr. Determan to fill the position of SKWRF Operator Trainee is hereby confirmed by the Board of Commissioners. The Board further approves Mr. Determan commencing work on or after April 8, 2024, and setting his salary at Pay Grade 11, Step 2 (\$5,312.51/mo.).

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a Board regular Board Meeting on April 3, 2024.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1140-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING THE AWARD OF A
MINOR SERVICES CONTRACT
WITH LEGACY POWER SYSTEMS, LLC.**

WHEREAS, the SKWRF’s 2024 Capital Improvement budget contains funding for the replacement of the Generator Automatic Transfer Switch (ATS); and

WHEREAS, SKWRF staff has sought bids for such replacement and installation of the ATS from four (4) companies on the MRSC Small Works Roster who indicated the capability of performing the work to be contracted; and

WHEREAS, SKWRF Staff were able to secure quotes from two (2) contractors with Legacy Power Systems, LLC. being the lowest responsible bidder meeting the needs of the facility; **NOW, THEREFORE**,

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

Section 1. The Board approves the attached Minor Services Contract contract (Exhibit “B”) for the replacement and installation of the failing Generator ATS by Legacy Power Systems, LLC. as identified in the attached quote (Exhibit “A”) in the amount of \$28,899.00, plus state sales tax in the amount of \$2,687.61 for a total amount of \$31,586.61. The Board further authorizes the General Manager, on behalf of the district, to execute a contract with Legacy Power Systems, LLC.; and to approve amendments to the Contract or change orders in an amount not to exceed 10% of the Contract amount 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 April 3, 2024.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary



EXHIBIT A

February 13, 2024

West Sound Utility
Marty Grabill
1165 Beach Dr. E.
Port Orchard, WA 98366

ATS REPLACEMENT PROPOSAL

SCOPE:

- Determine work schedule and shut down schedule for electrical work.
- Disconnect existing ATS, remove from location and haul away.
- Install new 600-amp ATS in the existing location.
- Anchor unit to back wall per manufacturer’s specifications.
- Includes installing bypass cables for scheduled cutovers during ATS replacement.
- Start up, testing and training.

Total.....\$28,899.00

Equipment:

- ASCO 300 Series Automatic Transfer Switch.
 - 600 Amp, 3 phase.
 - Non-Service Entrance rated.
 - 480 Volts
 - NEMA 1 Enclosure
-
- All work is assumed to be completed during regular business hours, unless otherwise noted.
 - Pricing includes the cost of the electrician and the permit.
 - Price does not include back up power during cutover times. Day and times of cutover to be determined and approved by Legacy and Owner.
 - There will be two cutovers estimated at 2-4 hours for each.
 - During new switch installation, there will not be back generator power.



Payment/Default: Upon Credit Approval, Applicant agrees: To pay invoices in full within 30 days from invoice date. If any amount owed to Legacy Power Systems is not paid when due, Legacy Power Systems may at its option: place the account on C.O.D., terminate any unfilled orders, or discontinue any service until the account is current.

Signed:

Printed:

Date:

Sam Bergstrom

O: (253) 858-0214 | **24Hr:** (253) 686-3050 | **C:** (253)319-0943

Legacy Power Systems | www.LegacyPower.com

MINOR SERVICES CONTRACT

THIS AGREEMENT is entered into this ___ day of _____, 20___, by and between **WEST SOUND UTILITY DISTRICT**, a Washington State municipal corporation (“District”), and _____ (“Service Provider”).

Pursuant to its procedures, District has determined that Service Provider is able to perform the services hereinafter described at a reasonable price. The purpose of this Contract is to set forth the agreement of the parties in writing.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties agree as follows:

1. Services. The Service Provider shall perform all services to a completed state, and furnish all reports, permits, tools, materials and equipment for the District regarding the scope of work described on the attached “EXHIBIT A”, which by this reference is incorporated herein and made a part hereof.

2. Service Provider Compensation. The Service Provider shall be compensated in the total sum of \$_____ for its services, plus Washington State sales tax, if applicable, in the sum of \$_____. Unless otherwise stated in EXHIBIT A, compensation shall be paid within thirty (30) days completion of the services in a good and satisfactory manner.

3. Service Provider Work Standards. The Service Provider shall perform its services in a good, safe, professional and timely fashion. All materials that may be used in its services shall be new and of a good or superior quality. The Service Provider shall be personally responsible for performance of all services and obligations placed upon it hereunder and shall not assign any of its obligations hereunder to any third party or entity.

4. Service Provider Representative. The person in charge of Service Provider’s services hereunder shall be _____. He/she shall make himself/herself available to the District’s General Manager or other designated District representative(s) at all reasonable times for consultation. The Service Provider’s representative shall provide his/her work and cell phone numbers to the District’s designated representative.

5. Inspections. Prior to commencing its services, the Service Provider shall meet with the District’s General Manager and/or any other District representatives assigned to this project as determined by the District’s General Manager, and these parties shall set forth an inspection or review schedule to be followed by the District in inspecting or reviewing the Service Provider’s services while it progresses or after its completion.

6. Completion Deadline. Service Provider’s services hereunder shall commence on or about the ___ of _____, 20___, and shall be completed by no later than the ___ day of _____, 20___.

7. Service Provider Status as Independent Contractor. During the term of this Contract, the Service Provider is and shall be at all times an independent contractor.

8. Termination. The District shall have the right to immediately terminate this Contract for public convenience or if the Service Provider violates any of the substantive terms of this Contract.

9. Legal Action. Should either the District or Service Provider commence legal action relating to the provisions of this Contract against the other, the party who substantially prevails shall be awarded judgment for all costs and legal fees incurred in the legal action from the party who substantially loses. Venue for any such action shall be in Kitsap County, Washington.

10. Indemnification. The Service Provider shall defend, indemnify and save the District and its officers, employees and representatives harmless from any and all claims, risks, losses, damages, demands, suits, judgments and attorneys' fees, or other expenses of every kind, on account of injury to or the death of any person(s), or on account of all property damage of every kind, or loss of use resulting therefrom, to any person or entity arising out of or in any manner connected with the services performed under this Contract by the Service Provider.

11. Insurance. The Service Provider shall obtain and keep in force during the term of this Contract, bodily injury, property damage, and vehicle insurance, all as approved by the District, which insurance shall provide coverage to the Service Provider and District for any harm caused by the Service Provider while performing its services hereunder.

12. Prevailing Wages / Non-Discrimination. The Service Provider shall pay all applicable prevailing wages and post all required notices regarding the same as required by Washington law. The Service Provider shall comply with Washington's non-discrimination laws in its hiring practices.

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

14. Complete Agreement. This Agreement constitutes the full and complete agreement of the parties concerning the matters set forth herein. There are no other agreements, either in written or verbal form concerning the matters covered herein, that shall be provided with any legal effect. Any changes or amendments hereto shall be set forth in writing and signed by each party.

IN WITNESS WHEREOF, we have each set our hands hereto to evidence our respective consents hereto as of the date appearing by our signatures.

WEST SOUND UTILITY DISTRICT

SERVICE PROVIDER

by: _____
General Manager

by: _____
Print Name: _____
Its duly authorized representative for entry
into this Contract.

Date: _____

Date: _____

Address: _____

E-mail: _____

Phone: _____

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1141-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING CONTRACT AWARD FOR THE
CLEANOUT AND REDEVELOPMENT OF WELL 14
WITH HOLT SERVICES, INC.**

WHEREAS, the District’s Well 14 requires rehabilitation services; and

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

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

WHEREAS, the District received one (1) bid from contractors with the ability
to perform the requested work from the small works roster with a bid opening that
occurred on April 1, 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 \$179,450.00 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
14 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 regular Board meeting scheduled April 3, 2024.

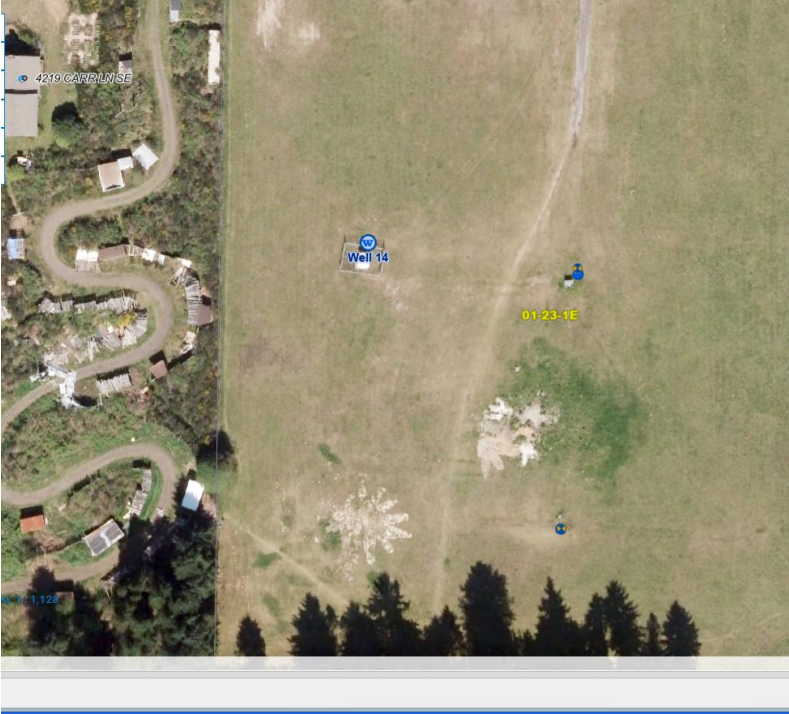
WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

2024



CLEANOUT AND REDEVELOPMENT OF WELL 14

CLEANOUT AND REDEVELOPMENT OF WELL 14

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SECTION I

NOTICE TO BIDDERS

West Sound Utility District is seeking a qualified contractor to provide rehabilitation for its Well 14.

West Sound Utility District, herein referred to as the Owner, requires the cleanout and redevelopment of Well 14. Well 14 is an 8-inch diameter well located at 2764 Water Lane SE in Port Orchard, Washington 98366. The well was deepened in 1997 to its current depth of 893 feet and is completed with a 10-foot, 5-inch diameter tailpipe from 885 to 895 feet below ground surface (bgs) and 26 feet of 5-inch diameter, 30-slot, stainless-steel screen set from 811 to 837 feet bgs and 35 feet of 5-inch diameter, 30-slot, stainless-steel screen set from 850 to 885 feet bgs. The 5-inch diameter riser assembly extends up to 770 feet bgs and has a filter pack of 8-12 Colorado Silica sand. Prior contractors have noted that the 5-inch diameter riser is misaligned within the 8-inch diameter casing making it challenging to get tools into the screen assembly. The water well report is attached.

Sealed bids will be received by West Sound Utility District ("District") **9:00 am. on Monday, April 1, 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 14. Well 14 is an 8-inch diameter well located at 2764 Water Lane SE in Port Orchard, Washington 98366. The well was deepened in 1997 to its current depth of 893 feet and is completed with a 10-foot, 5-inch diameter tailpipe from 885 to 895 feet below ground surface (bgs) and 26 feet of 5-inch diameter, 30-slot, stainless-steel screen set from 811 to 837 feet bgs and 35 feet of 5-inch diameter, 30-slot, stainless-steel screen set from 850 to 885 feet bgs. The 5-inch diameter riser assembly extends up to 770 feet bgs and has a filter pack of 8-12 Colorado Silica sand. Prior contractors have noted that the 5-inch diameter riser is misaligned within the 8-inch diameter casing making it challenging to get tools into the screen assembly. The water well report is attached.

The Owner has noticed increased drawdown and reduced yields from the well. Previous attempts at redevelopment of this well (brushing, followed by mechanical surging with phosphate-free dispersant and shock chlorination) have not been successful, perhaps in part due to the screen misalignment impacting the efficacy of mechanical surging methods. As a result, the Owner desires to try a proprietary redevelopment method (specifically for the screened interval) requiring the Contractor to subcontract AirBurst Well Services (AirBurst). The AirBurst method uses a compressed gas “gun” to release controlled, high-energy pulses of pressurized gas within the screened interval. The initial release of the gas creates a pressure wave within the well to break up mineral scales, accumulated sediment, and bacterial biofilms; as the gas bubble rapidly expands and collapses, it also causes a surging action within the screen. The AirBurst subcontractor will be on site to conduct the redevelopment but requires the use of the Contractor’s pump hoist, which must be equipped with a sand line and a main line capable of reaching the full depth of the well. **Critically, the sand line on the pump hoist must be “non-rotating,” as it will be used to lower the Airburst equipment and gas lines into the well.** See Item 4.3 for a summary of the cleanout and redevelopment activities.

Robinson Noble, Inc. (a Terraphase company), 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. Potential contractors are encouraged to arrange for a site visit to verify equipment access prior to submitting a bid.

2.0 SCOPE OF WORK

The intent of this contract is to remove the existing pump, perform a pre-redevelopment video inspection, brush the casing and screens, redevelop the screens with the AirBurst procedure, accomplish any chemical treatments, clean out the tailpipe as necessary, perform a post-redevelopment video inspection, and then reinstall the pump equipment once cleanout and redevelopment is complete.

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 REDEVELOPMENT RIG: The AirBurst procedure requires the Contractor's pump hoist be sufficient to set and pull the Contractor's submersible pump, bail the tailpipe clean, and have both a main and a non-rotating sand line capable of reaching the full depth of the well. Outside of the AirBurst redevelopment activities, a pump hoist or a cable-tool drilling rig may be used to pull and reset the permanent pump and conduct the brushing of the well casing and screens. 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. 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.

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

4.3 CLEANOUT AND REDEVELOPMENT: The cleanout and redevelopment of the well shall be as directed by the Geologist. The Owner and Geologist will coordinate with the Contractor so that the video inspection of the interior of the well can be completed as soon as possible after the pump is removed. The Owner requires a 72-hour notice prior to starting work to allow for this coordination.

The pump, motor, wire, pump column, and check valves removed from the well will be evaluated by the Contractor for reuse. The District will provide a trailer for the loading, transport and secure storage of the removed pump, motor, column and wiring at its facility located at 2924 SE Lund Avenue. The Contractor shall prepare a complete inventory of any additional materials required for pump re-installation for review by the Owner; if beneficial to the project, the Owner may secure any necessary column and couplings for Contractor use. The Contractor will reinstall the equipment at the conclusion of well redevelopment and video inspection activities, verify equipment operation, and reconnect the well to the

District's system. The District's electrician can be available to make the submersible splice to the motor's pigtails, if desired. Note that for the purposes of bid comparison, the hours indicated on the bid sheet for this task will be taken into account.

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. Unless otherwise indicated by the video inspection, the Contractor will brush the well casing and screens to remove loose scale and encrustation, then bail any accumulated material from the tailpipe with a sand-pump bailer. The Contractor will then install a temporary submersible pump with a maximum diameter of 4 inches to a depth of no more than 500 feet to be used for step-rate testing before and after each AirBurst cycle to evaluate redevelopment progress.

The Contractor will transport or arrange for the delivery of the required nitrogen tanks (a rack of 16, 2,500-psi nitrogen tanks manifolded together) to the job site in coordination with the AirBurst subcontractor. AirBurst will ship the palletized equipment required for AirBurst redevelopment, which may require the Contractor to receive the equipment at their yard and transfer it to the job site. The AirBurst subcontractor will be on site to conduct the redevelopment but requires the use of the Contractor's pump hoist, which must be equipped with a sand line and a main line capable of reaching the full depth of the well. **Critically, the sand line on the pump hoist must be "non-rotating," as it will be used to lower the Airburst equipment and gas lines into the well.**

A baseline step-rate test (at least 3 steps and ending at the pump's full capacity; minimum step duration of 15 minutes) will be accomplished with the pump prior to the start of AirBurst redevelopment. The AirBurst equipment will be lowered into the well and past the installed pump on the non-rotating sand line. The AirBurst procedure typically consists of 4 separate passes of two bursts per foot of screen and is anticipated to require 2 full days to complete. After each pass through the screen, another step-rate test of the well will be performed to evaluate progress. Bailing of material between passes may be necessary if the tailpipe fills with debris and sediment.

After completion of the AirBurst procedure, the well may also be chemically treated with a phosphate-free dispersant (e.g., Aqua-Clear PFD), a pH-balanced disinfection product (e.g., Nu-Well 420), or similar. If such chemistries are to be used, a Contractor-supplied tank will be used to mix/dilute chemicals prior to introduction into the well. Chemistry will be surged into the screens. The Contractor's submersible pump will then be used to pump turbid water and spent chemistry to a Contractor-supplied tank for appropriate neutralization prior to discharge to the adjacent field for infiltration.

Following the completion of redevelopment activities and filter-pack replenishment, 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 re-install the pump equipment and reconnect the well to the District's system.

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

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

5.0 SUBMITTALS

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

6.0 MEASUREMENT AND PAYMENT

- 6.1 MOBILIZATION AND DEMOBILIZATION:** The lump sum price established in the bid proposal for Mobilization, Clean Up and Demobilization shall be billable at the rate of 70% of price bid when drilling starts and the final 30% when all equipment and materials are removed from the site and the site is left in a clean and orderly state. This item includes all compensation for site preparation, restoration, and provision of sufficiently sized container(s) to facilitate efficient neutralization of any required chemicals.
- 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 AUTHORIZED STANDBY:** Any directed work not otherwise covered by unit prices herein, including time on site while specialized well redevelopment procedures (e.g., AirBurst redevelopment) that does not require a fully operating rig shall be paid at the price per hour indicated in the bid proposal.
- 6.4 TEMPORARY SUBMERSIBLE PUMP:** 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 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. 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. After the initial pump set and removal, additional resetting and removal of the temporary pump will be covered under Item 6.2; all pumping beyond four hours will be covered under Item 6.4.

6.5 OPERATE TEMPORARY PUMP: All pumping beyond four 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.

6.6 SUBCONTRACT AIRBURST SERVICES: The Contractor shall subcontract AirBurst Well Services. This item shall be paid for at documented cost plus 15% handling.

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

BID PROPOSAL

WEST SOUND UTILITY DISTRICT CLEANOUT AND REDEVELOPMENT OF WELL 14

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	Authorized Standby	8 Hours	\$ _____ / HR	
4	Temporary submersible pump (provision; installation and removal; 4 hours pumping)	One	Lump Sum	
5	Operate submersible pump beyond 4 hours pumping.	8 Hours		
6	Subcontract Air Burst Services (Cost plus 15%) Use \$17,250 as a bid estimate.	Est.	\$17,250	\$17,250
7	Pressurized nitrogen tanks (Cost plus 15%) Use \$1,500 as a bid estimate.	Est.	\$1,500	\$1,500
8	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 March 8, 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.

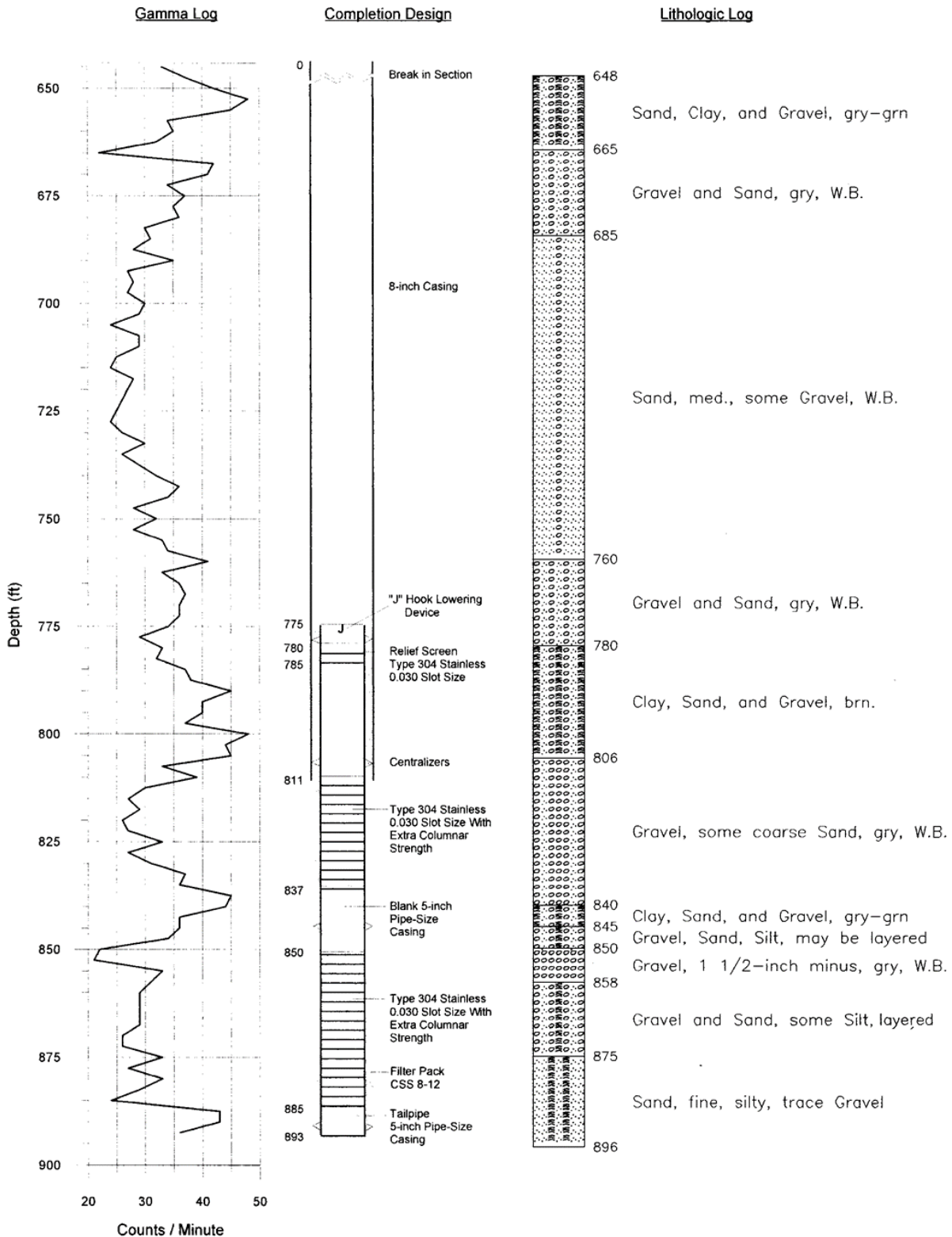
9.1 PREVAILING WAGE PROCEDURES

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

Well 14



Annapolis Water District
 Production Wells
 Project # 15,749.012
 © 1999 Annapolis Well 14 Completion

Well 14
 Completion Details

Figure 3

Waterwell Developing & Surveys

REDEVELOPING • COLOR VIDEOLOGGING • PHOTOLOGGING

Fed. ID #93-0883180

P.O. Box 156 • Umatilla, OR 97882

(541) 922-6372

(541) 561-5139 cell

START CARD # _____ VIDEOLOG FIELD REPORT P.O. # _____

OWNER West Seacord WELL LOCATION _____
Utility Dist _____

WELL NO. # 14 2764 Waters Ln. TECHNICIAN _____ UNIT NO. _____ DATE _____

WELL HISTORY

Casing: 8" Perforations: _____

Drilled _____ By _____ Type _____ Perf. Type _____
Pump: Type _____ Column 420 Bowls _____ Depth of Intake 420
Remarks _____

VIDEOLOG INFORMATION

SWL 254 TWD _____ Water Visibility _____ Date 10-12-16
Camera _____ Tape Format _____ Speed _____ Make _____
Videolog _____ Revideo _____ Reruns _____ PC Log to _____ Tape to _____

REMARKS

777 1/2 Top of Riser
783-788- Rel. of screen
813-839 Top of screen
853-888 2nd screen
894 - Bottom

Originators of **SONAR-JET**[®]
"WELL CLEANING WITH SOUND"

 **Downhole Inspection**
"TELEVISION AND STEREO"

#20649 A.P./CR

Company:
Name:
Date: 10/6/2016

Customer:
Order No:



Pump:

Size: 6CHC (7 stage)
Type: Submersible
Synch speed: 3600 rpm
Curve: E6206CCPC2
Specific Speeds:
Dimensions:
Vertical Turbine:
Speed: 3450 rpm
Dia: 4.1875 in
Impeller:
Ns: 2340
Nss: ---
Suction: 4 in
Discharge: 3 in
Boal size: 5.86 in
Max lateral: 0.25 in
Thrust K factor: 2.1 lb/ft

Search Criteria:

Flow: --- Head: ---

Fluid:

Water
SG: 1
Viscosity: 1.105 cP
NPSHr: ---
Temperature: 60 °F
Vapor pressure: 0.2563 psi a
Atm pressure: 14.7 psi a

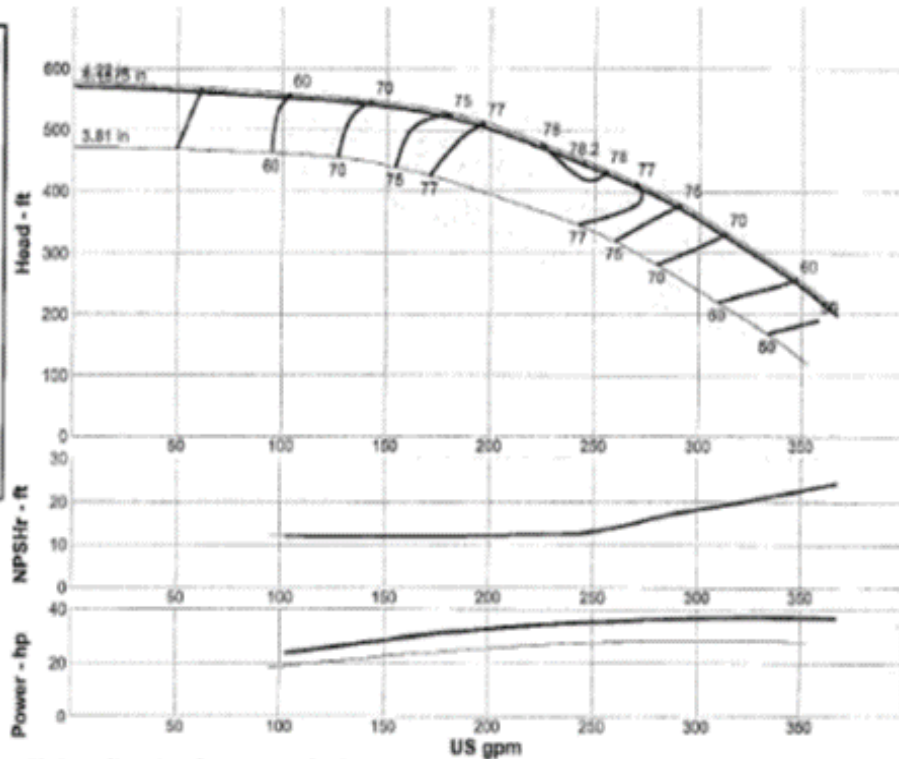
Motor:

Standard: NEMA
Enclosure: SUB
Sizing criteria: Max Power on Design Curve
Size: 40 hp
Speed: 3600
Frame: 6 inch

Pump Limits:

Temperature: ---
Pressure: ---
Sphere size: 0.47 in
Power: ---
Eye area: ---

Data Point	
Flow:	245 US gpm
Head:	443 ft
Eff:	78.2%
Power:	35 hp
NPSHr:	12.8 ft
Design Curve	
Shutoff head:	572 ft
Shutoff dP:	248 psi
Min flow:	81.3 US gpm
BEP:	78.2% @ 245 US gpm
NCL power:	37 hp @ 346 US gpm
Max Curve	
Max power:	37.7 hp @ 348 US gpm



Discharge Sizes-3"/4". Curves are certified for water at 60°F only. Consult factory for performance with any other fluid.
Note: Contains unofficial Goulds Water Technology catalog content, not to be used for production.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
353	3450	236	66.8	36.9	22.9
294	3450	306	74	36.7	17.8
235	3450	457	78.1	34.7	12.7
176	3450	524	75	31	12
118	3450	549	64.2	26.3	12

BID PROPOSAL

**WEST SOUND UTILITY DISTRICT
CLEANOUT AND REDEVELOPMENT OF WELL 14**

Item	DESCRIPTION	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and Demobilization	One	Lump Sum	35,000 ⁰⁰
2	Authorized Rig work	140 Hours	\$ 700 ⁰⁰ / HR	98,000 ⁰⁰
3	Authorized Standby	8 Hours	\$ 700 ⁰⁰ / HR	5,600 ⁰⁰
4	Temporary submersible pump (provision; installation and removal; 4 hours pumping)	One	Lump Sum	15,000 ⁰⁰
5	Operate submersible pump beyond 4 hours pumping.	8 Hours	700 ⁰⁰	5,600 ⁰⁰
6	Subcontract Air Burst Services (Cost plus 15%) Use \$17,250 as a bid estimate.	Est.	\$17,250	\$17,250
7	Pressurized nitrogen tanks (Cost plus 15%) Use \$1,500 as a bid estimate.	Est.	\$1,500	\$1,500
8	Extra Materials, supplies (Cost plus 15%) Use \$1,500 as a bid estimate.	Est.	\$1,500	\$1,500

Base Bid Total \$179,450⁰⁰

Time and Materials Not to Exceed (In words):

One Hundred Seventy Nine Thousand Four Hundred Fifty and 00 CENTS

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 After NTP

Firm Name: HOOT SERVICES INC

By: [Signature]

Date: 3-27-2024

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:

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1142-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING CONTRACT AWARD FOR THE
CLEANOUT AND REDEVELOPMENT OF WELL 17
WITH HOLT SERVICES, INC.**

WHEREAS, the District’s Well 17 requires rehabilitation services; and

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

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

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

WHEREAS, of the bids received, the lowest responsible bidder for the project
was Holt Services, Inc. who provided a bid (Exhibit “B”) for costing in the amount
of \$229,100.00 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
17 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 regular Board meeting scheduled April 3, 2024.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

2024



CLEANOUT AND REDEVELOPMENT OF WELL 17

CLEANOUT AND REDEVELOPMENT OF WELL 17

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SECTION I

NOTICE TO BIDDERS

West Sound Utility District is seeking a qualified contractor to provide rehabilitation for its Well 17.

West Sound Utility District, herein referred to as the Owner, requires the cleanout and redevelopment of Well 17. Well 17 is an 8-inch diameter well located at 2243 Eisenhower Ave SE in Port Orchard, Washington 98366. The well was drilled in 1986 to a depth of 800 feet with 8-inch casing and has a native completion with 30 feet of 6-inch, pipe-size, 30-slot, stainless-steel screen set from 725 to 787 feet bgs (includes blanks). Prior inspections have indicated that the well's tailpipe may have been filled with cement. Exterior to the 8-inch diameter casing, the well also has a 12-/10-inch diameter fitting to control flow from the shallow artesian aquifer. The water well report is attached.

Sealed bids will be received by West Sound Utility District ("District") **9:15 am. on Monday, April 1, 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)

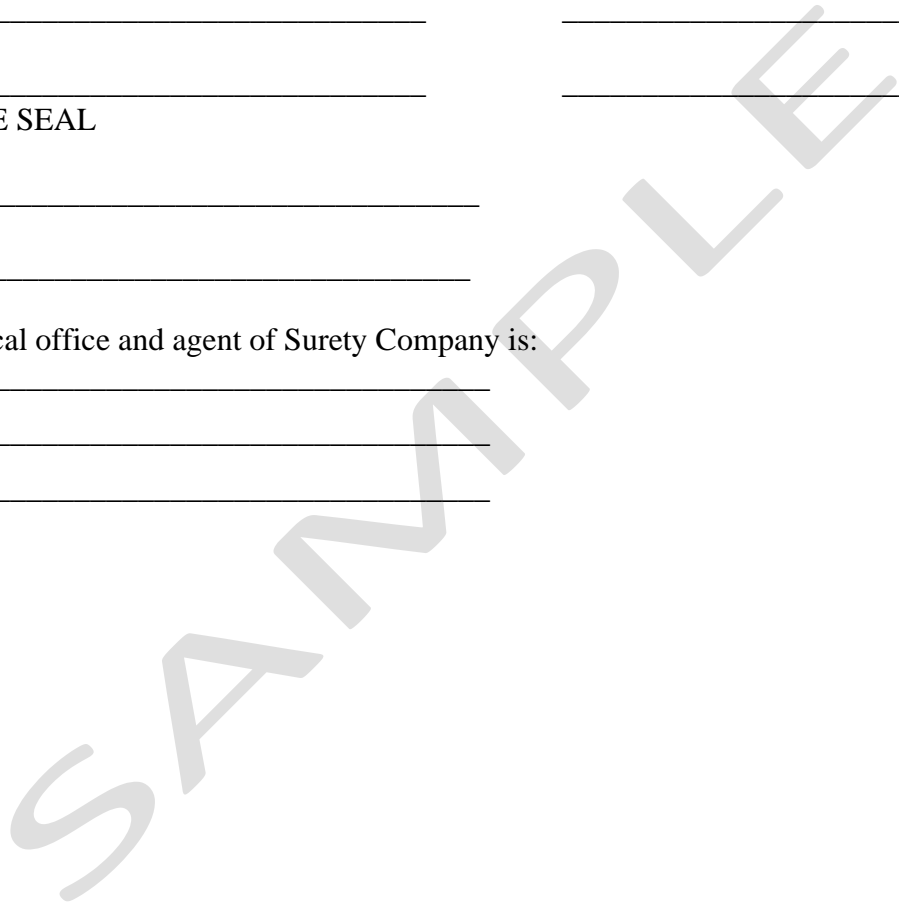
WITNESSES (If Individual or Partnership)

CORPORATE SEAL

By_____

Title_____

Address of local office and agent of Surety Company is:



**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 #)
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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 17. Well 17 is an 8-inch diameter well located at 2243 Eisenhower Ave SE in Port Orchard, Washington 98366. The well was drilled in 1986 to a depth of 800 feet with 8-inch casing and has a native completion with 30 feet of 6-inch, pipe-size, 30-slot, stainless-steel screen set from 725 to 787 feet bgs (includes blanks). Prior inspections have indicated that the well's tailpipe may have been filled with cement. Exterior to the 8-inch diameter casing, the well also has a 12-/10-inch diameter fitting to control flow from the shallow artesian aquifer. The water well report is attached.

The Owner has noticed increased drawdown and reduced yields from the well since the last redevelopment in 2020, and prior video inspections have indicated biofouling. 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 redeveloped with both mechanical and NSF-certified chemical (acid) methods; the Contractor will be responsible for all pH and conductivity measurements (see Section 4.3). Due to anticipated elevated total dissolved solids from the redevelopment, on-site infiltration of turbid water and spent chemistry is not an available option. The Contractor shall pump turbid water and spent chemistry to Contractor-provided tank(s) for neutralization; prior redevelopment efforts have used a Baker tank for this purpose. The Contractor will collect and locally transport this water and neutralized chemistry off-site for disposal (See Section 4.3). A post-redevelopment video inspection will then be conducted to document the efficacy of redevelopment activities.

The submersible pump and motor, pump column, wire, and check valves 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 a comparable depth at the conclusion of well redevelopment and video inspection activities, verify equipment operation, and reconnect the well to the District's system. The District's electrician can be available to make the submersible splice to the motor's pigtails, if desired. Note that for the purposes of bid comparison, the hours indicated on the bid sheet for this task will be taken into account.

Robinson Noble, Inc., herein called the Geologist, shall direct work for the Project and act as the Owner's representative in all activities associated with the cleanout and redevelopment of the well. The Owner will provide access to the site prior to mobilization, if needed. Spoils bailed from the well (provided any chemistry has been fully neutralized by the Contractor) will be collected on a tarp provided by the Contractor for subsequent disposal by the Owner. Potable water for redevelopment and video inspection activities will be provided on site. The well is inside of a fiberglass building that can be fully removed to provide unobstructed access to the well with a cable-tool rig. Potential contractors are encouraged to arrange for a site visit to verify equipment access prior to submitting a bid.

2.0 SCOPE OF WORK

The intent of this contract is to remove the existing pump, prepare the well and perform a pre-redevelopment video inspection, brush the casings and screens, clean out and redevelop the screens, perform a post-redevelopment video inspection, and then reinstall the pump equipment once cleanout and redevelopment is complete. The cleanout and redevelopment is anticipated to be a physical and chemical (acid) approach using surge-and-bail methods accomplished via a cable-tool drilling rig.

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 mechanical surge-and-bail and chemical (acid) methods with a cable-tool rig of sufficient size and capacity for all phases of the proposed work. 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. 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.
- 4.2 SITE PREPERATION AND RESTORATION:** The Contractor is responsible for any needed site preparation, as well as restoration of any damage to the site as a result of the Contractor's activities. The site is gated but not fenced. The gate must be locked when the site is not occupied. The District will supply the selected contractor a fenced site for storage located at 2924 SE Lund Avenue.
- 4.3 CLEANOUT AND REDEVELOPMENT:** As this is primarily an acid redevelopment project, the Contractor is required to obtain a baseline pH and conductivity reading with the Contractor's equipment prior to adding any acid redevelopment chemistry to the well. pH will be measured with either pH paper or a properly calibrated pH meter; conductivity will

be measured with a properly calibrated conductivity meter.

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 from the well with a sand-pump bailer.

Following brushing, preliminary mechanical redevelopment shall be accomplished by surging of the screens station-by-station with surge discs on the drill stem. After development spoil volumes have stabilized, the well will be bailed clean of sediment in preparation of the next phase. A sample of the material bailed from the well (sediment, scale, etc.) will be retained for evaluation by the Geologist.

The acid redevelopment phase will include the preparation and introduction of Johnson Screens' Descale Safe (Nu-Well 120 liquid), Bio Dispersant (Nu-Well 310), and Dispersant Boost (Nu-Well 400) into the well screens via a tremie pipe. The Contractor will surge the chemistry into the well screens and monitor pH during acid treatment, estimated to be a maximum of 48 hours, to verify that a pH of <3.0 is maintained at all times to avoid mineral re-precipitation. If pH rises above 2.5, the Contractor will prepare and introduce additional Descale Safe (typically 20% or less of the original dose) into the well as indicated by the manufacturer, surge the chemistry into the well to distribute, and verify the new pH. The Contractor will allow sufficient time at the end of each workday to sample the pH in the well column and make any necessary adjustments to verify pH <2.5 prior to leaving the job site. Once the acid redevelopment phase is complete, the Contractor will pump water and spent chemistry into the Contractor's tank(s) and use Neutralizer (Nu-Well 600) to neutralize the chemistry in batches. After acid redevelopment and neutralization, a pH-balanced disinfection product (e.g., Johnson Screens' Nu-Well 420) or other chemistries may be used, as needed.

The Contractor will consult with the Geologist regarding dosages prior to preparing any chemistry for introduction into the well. The Contractor will provide volumes of each chemical sufficient to dose the well, including up to two pH adjustments, on-site and available to the project, as needed. Presuming the video predominantly reflects biofouling, and not excessive mineral deposits, the manufacturer recommends a half-strength dose of Descale Safe (Nu-Well 120 liquid) and a full-strength dose of Bio Dispersant (Nu-Well 310) and Dispersant Boost (Nu-Well 400). Only Descale Safe (Nu-Well 120 liquid) is required for pH adjustments; no additional Bio Dispersant (Nu-Well 310) or Dispersant Boost (Nu-Well 400) are required. Accumulated material will be removed from the well with a sand-pump bailer or other means (e.g., pump, 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 will be required to pump the dense turbid water,

spent chemistry, and debris from the bottom of the well to the Contractor's tank for neutralization. The desired pump capacity is 100 gpm or more from a pumping water level of 350 feet bgs. Ideally, a pump could be set in the 6-inch riser assembly at a depth of 770 feet in the blank interval above the lowest screen. Alternately, a pump could be set in the 8-inch diameter pumping chamber above the 6-inch diameter riser assembly with a shroud extending into the screens. Neutralization progress must be monitored by the Contractor with properly calibrated pH and conductivity meters and will be confirmed by the Geologist. For well chemistry to be considered purged, pH and specific conductivity values of un-neutralized water pumped from the well after treatment shall be within 10% of their respective pre-treatment levels. The Contractor will be required to collect and transport this water and neutralized chemistry off-site for disposal. The District will provide a local disposal location for fully neutralized chemistry and water at 2924 SE Lund Avenue. For estimation purposes, the Contractor should anticipate both an acid treatment and a disinfection treatment of the well, neutralization and on-site storage, and all transportation costs to the District's local disposal site.

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. **The Contractor should be aware of the potential consequences of mixing chemistry and ensure that chlorine is not introduced to the well until chemistry is confirmed to be neutralized.** 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 re-install the pump equipment and reconnect the well to the District's system.

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

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

5.0 SUBMITTALS

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

- 5.2 PROJECT INVOICES:** The Contractor will provide the Geologist with a copy of each

invoice prior to submittal to the Owner. The Geologist will review the invoice for accuracy. The Contractor will allow sufficient time for this review such that the Owner's schedule submittal of invoices can still be met.

6.0 MEASUREMENT AND PAYMENT

- 6.1 MOBILIZATION AND DEMOBILIZATION:** The lump sum price established in the bid proposal for Mobilization, Clean Up and De-mobilization shall be billable at the rate of 70% of price bid when drilling starts and the final 30% when all equipment and materials are removed from the site and the site is left in a clean and orderly state. This item includes all compensation for site preparation, restoration, and provision of sufficiently sized container(s) to facilitate efficient neutralization of any required chemicals and to safely transport turbid water and neutralized chemicals off site to the District-provided local disposal location for fully neutralized chemistry and water at 2924 SE Lund Avenue. This item also includes all compensation for personal protective equipment (gloves, safety glasses, footwear, protective clothing, etc.) required for the Contractor to accomplish the chemical treatment of the well in a safe manner.
- 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 sufficient discharge line to escort water to the Contractor-supplied tanks. After the initial pump set and removal, additional removal and resetting of the temporary pump will be covered under Item 6.2; all pumping beyond the first four (4) 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 CONTRACTOR SUPPLIED TANK(S), TRANSPORT, AND OFFSITE DISPOSAL OF TURBID WATER AND NEUTRILIZED CHEMISTRY:** reflects all lump sum costs, as shown in the bid estimate, for the provision and use of the Contractor's tank(s) for the duration of the project and all transport and off-site disposal costs for turbid water and

neutralized chemistry. This item also includes the provision and use of any pumps and related equipment for the circulation of chemistry during neutralization.

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, redevelopment chemistry (e.g., Nu-Well 120, Nu-Well 310, Nu-Well 400, Nu-Well 600, Aqua-Clear PFD) and disinfection products (e.g., Nu-Well 420, Nu-Well 500).

BID PROPOSAL

WEST SOUND UTILITY DISTRICT CLEANOUT AND REDEVELOPMENT OF WELL 17

Item	DESCRIPTION	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and Demobilization	One	Lump Sum	
2	Authorized Rig work	180 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 tank(s), transport, and off-site disposal of turbid water/neutralized chemistry	One	Lump Sum	
6	Extra Materials, supplies (Cost plus 15%) Use \$30,000 as a bid estimate.	Est.	\$30,000	\$30,000

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 March 8, 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.

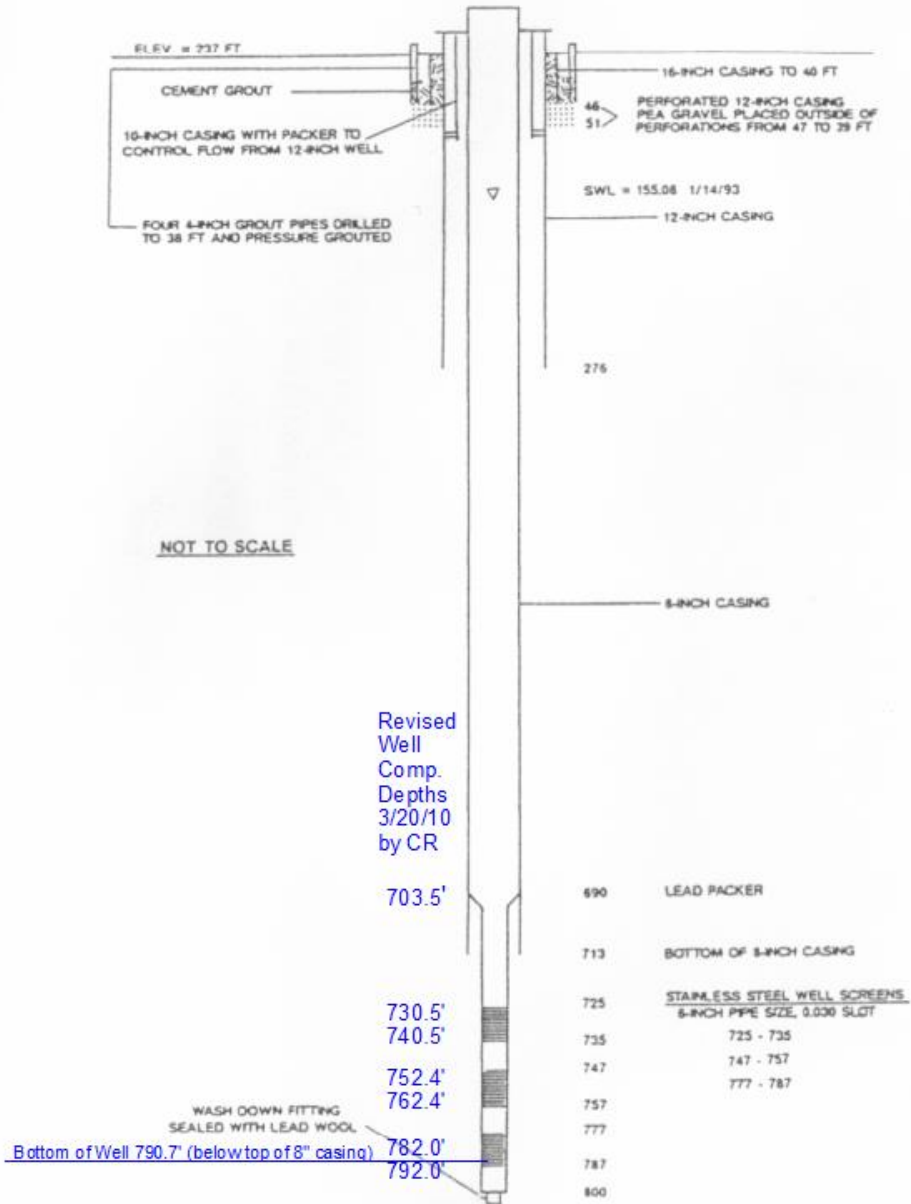
9.1 PREVAILING WAGE PROCEDURES

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:

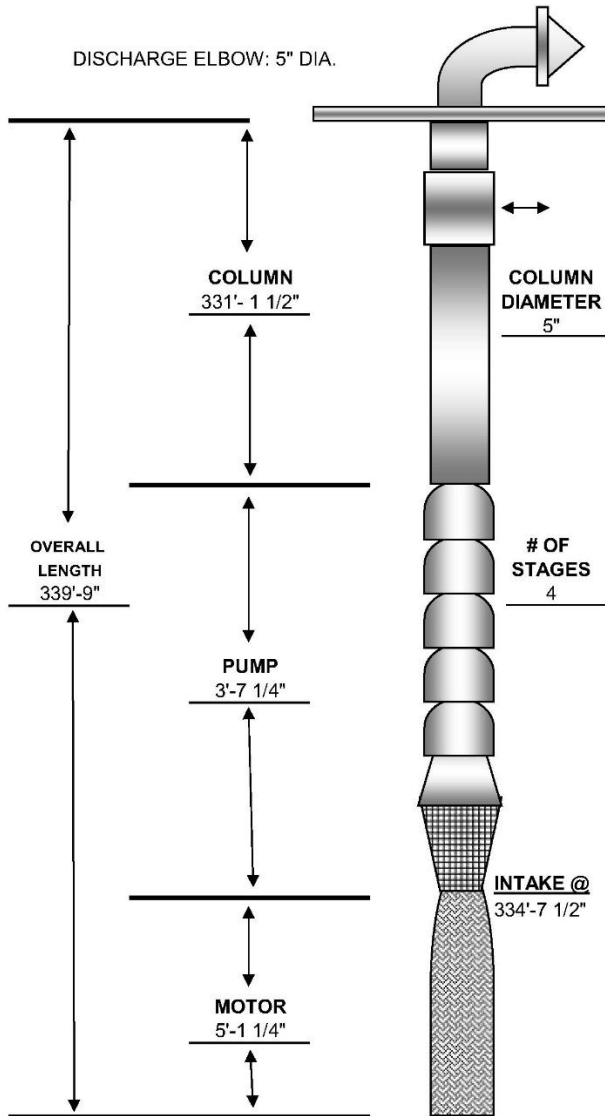
1. The contractor shall provide the original Intent to Pay Prevailing Wages, which has been approved by L&I, before any progress payment is paid. This requires prompt submittal of the contractor's and subcontractor's forms to L&I.
RCW 39.12.040
2. Each progress payment submitted to the Purchaser shall 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 WELL 17
COMPLETION DETAILS



<p>CR</p>	<p>West Sound Utility District Wells 17 2010 Rehabilitation W17constructiondiagram.grf</p>	<p>Well 17 Construction Diagram</p>	<p>Figure 2</p>
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PROJECT: WEST SOUND - WELL 17



DATE 2/24/2021
 WELL # 17
 JOB # NEW PUMP & BOWLS

SURFACE PLATE: 10" FLANGE

PUMP NOMENCLATURE:
 MAKE FRANKLIN
 MODEL 450STS60D8X
 ORDER # 9708 0450 104
 SERIAL # 21A19-26-00493P
 # of STAGES: 4
 ADDITIONAL INFORMATION:

MOTOR NOMENCLATURE:
 MAKE Franklin Electric
 MODEL 2366198125
 S/N 18F19-26-000248
 HP 60
 VOLTAGE 460
 AMPERAGE 80.5A
 PHASE 3
 RPM 3450
 ADDITIONAL INFORMATION:
"SAND FIGHTER"

SOUNDING TUBES:
 ONE 1/2" F-T TUBE STARTING @
 TOP OF BOWLS = 331'-1 1/2"

WELL DATA:
 DEPTH 791'
 CASING DIA. 8"
 CABLE SIZE #2

REMOVABLE PUMP HOUSE

COMMENTS:

Pump has two (2) check valves, one at top of pump bowls and one 190' above the first one (approx. 138' toc).

Installed new pump and motor and reused all other components previously installed.

BID PROPOSAL

WEST SOUND UTILITY DISTRICT CLEANOUT AND REDEVELOPMENT OF WELL 17

Item	DESCRIPTION	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and Demobilization	One	Lump Sum	35,000 ⁰⁰
2	Authorized Rig work	180 Hours	\$ 700 ⁻ / HR	126,000 ⁰⁰
3	Temporary pump for borehole clearing (All installation, removal, 4 hours of pumping)	One	Lump Sum	17,500 ⁰⁰
4	Operate temporary pump beyond 4 hours pumping.	8 Hours	\$ 700 ⁻ / HR	5,600 ⁰⁰
5	Contractor supplied tank(s), transport, and off-site disposal of turbid water/neutralized chemistry	One	Lump Sum	15,000 ⁰⁰
6	Extra Materials, supplies (Cost plus 15%) Use \$30,000 as a bid estimate.	Est.	\$30,000	\$30,000

Base Bid Total \$229,100⁰⁰

Time and Materials Not to Exceed (In words):

Two Hundred twenty Nine thousand One Hundred Dollars and 00 CENTS

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: 3-27-2024

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 1143-24**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT
BOARD OF COMMISSIONERS
APPROVING EQUIPMENT PURCHASE OF
WATER METERS**

WHEREAS, the WSUD 2024 Wastewater Capital Improvement Budget contains funding for replacement water meters to address needs of the District; and

WHEREAS, the Board of Commissioners approved sole source procurement of Kamstrup Water Meters by Resolution 1076-23 on April 19, 2023; and

WHEREAS, H.D. Fowler Company is current sole source provider for specific equipment (Kamstrup Meters) needed by the District for replacements and new installations; and

WHEREAS, the District has an account agreement/contract with H.D. Fowler Company for the purchase of materials and equipment; and

WHEREAS, the amount for this purchase is more than the \$20,000.00 contracting 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 District’s Board of Commissioners hereby approves the attached quote for the equipment supply from H.D. Fowler Company as identified in Exhibit “A” in the amount of \$57,750.00.00 plus WSST in the amount of \$5,313.00 for a total of \$63,063.00. The Board further authorizes the General Manager to sign the purchase order for the purchase of Kamstrup Meters from H.D. Fowler Company.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regularly scheduled Board meeting on April 3, 2024.

WEST SOUND UTILITY DISTRICT

Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary

Exhibit "A"


**H.D. FOWLER
COMPANY**

Customer: WEST SOUND UTILITY DISTRICT
Estimator: Ben Pimentel
Job Name: 5/8" METERS SHIPPED 3/20/24
Location: PORT ORCHARD, WA

Estimate: E548247
Bid Date: 4/1/2024

Line	Qty	UoM	Description	Unit Price	Extended Price
1	300	EA	5/8" X 3/4" 2100 .001CF WATER METER, AMR ONLY, 7-1/2" LENGTH, COMPOSITE, DISPLAYING IN 1000THS CF KAMSTRUP	192.50	57,750.00
Approximate Total					57,750.00
Estimated Tax					5,313.00
Grand Total					63,063.00

**WEST SOUND UTILITY DISTRICT
RESOLUTION 1144-24**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
APPROVING A SALARY STEP INCREASE
FOR DARRYL BOCO**

WHEREAS, Darryl Boco was hired by West Sound Utility District on March 13, 2023, as a Utility Specialist Trainee for Water/Sewer Operations; and

WHEREAS, a satisfactory performance evaluation of Mr. Boco was recently conducted by his Manager, Utility Foreman and reviewed by the General Manager; and

WHEREAS, Mr. Boco is currently eligible for a salary step increase; and

WHEREAS, the General Manager recommends such step increase to be confirmed by the Board of Commissioners; **NOW, THEREFORE**,

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

Section 1. The Board of Commissioners hereby confirms that the salary of Darryl Boco shall be increased from Pay Grade 9, Step 2 (\$4,818.60 per month) to Pay Grade 9, Step 3 (\$5,059.53 per month) effective April 1, 2024.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regularly scheduled meeting on April 3, 2024.

WEST SOUND UTILITY DISTRICT
Kitsap County, Washington

Susan Way
Chairperson

James J. Hart
Vice Chairperson

Jerry Lundberg
Secretary