

SPECIFICATIONS FOR CONSTRUCTING, DRILLING AND  
TESTING OF WIXSON WELL 2

for

SILVERDALE WATER DISTRICT  
KITSAP COUNTY, WASHINGTON

January 4, 2021

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**Silverdale Water District**  
**Well Drilling Project, Wixson Well 2**  
**Bid Date: January 28, 2021**

**INVITATION FOR BIDS**

Notice is hereby given that Silverdale Water District (SWD) will receive sealed proposals for the Well Drilling Project, Wixson Well 2 on January 28, 2021 at 1:00 p.m., at the SWD Office, 5300 NW Newberry Hill Road, Silverdale, Washington 98383, where they will be publicly opened and read aloud.

Bids are being asked for provision of all necessary labor, equipment and materials required to drill, construct and test one 1,000-foot-deep water-supply well using fluid-rotary drilling methods as described in the project specifications.

The project is located in Silverdale, WA. The site is at the SWD reservoir property at 8257 Dickey Road NW (Parcel No 4449-001-005-0509). The project lies within the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 19, Township 25N, Range 1E, W.M., Kitsap County, WA.

The prospective bidder shall be a licensed and bonded contractor in the State of Washington. Drilling, construction and testing of the well shall be performed by a well driller licensed in Washington State. Each bid shall be per the plans and specifications on file at SWD, 5300 NW Newberry Hill Road, Silverdale, WA, 98383. Copies of the contract documents may also be downloaded at the following location: <http://www.swd16.org>. Point of contact is Joel Purdy, LHG, at (360) 626-7722

A pre-bid visit to view the project site can be arranged by contacting Joel Purdy, Kitsap Public Utility District's Geologist at 360 626-7722 (office) or 360-621-2347 (cell).

Bids shall be made out on the Proposal form furnished with the specifications. Each proposal or bid shall be completely sealed in a separate envelope, addressed to SWD Attention Morgan Johnson, General Manager, with the name and address of the bidder and the name of the project plainly indicated on the outside of the envelope. Electronic bids will not be accepted.

Each bid shall be accompanied by a certified check, cashier's check, or bid bond, made payable to the order of the Silverdale Water District by the successful bidder, in case they fail to enter into contract, file an acceptable surety bond in the sum of 100% of the contract price, or fulfill conditions of said contract within ten days of the date of the award.

The contract will be awarded to the qualified bidder submitting the lowest responsible bid. SWD reserves the right to reject any or all bids and to waive all informalities in the bidding.

Dated this 31st day of December, 2020.

Morgan Johnson, General Manager  
Silverdale Water District

## **INTRODUCTION**

The following amendments and special provisions shall be used in conjunction with the Silverdale Water District (SWD) Construction Standards, and the Standard Specifications for Municipal Public Works Construction, Current Edition, prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, hereinafter referred to as the Standard Specifications. All work and materials are to conform with the standard specifications, amendments thereto; special provisions herein, applicable drawings and subject to the terms and conditions of the contract.

It is specifically stipulated that the plans and specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of completing the work, and the Contractor shall assume the entire responsibility for methods of performing and installing the work. Methods suggested in the contract documents or given by the Geologist shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the contractor's liability under this contract.

All bid items, either unit price or lump sum, shall constitute complete compensation for all materials, labor and equipment required to do the specified work. It is the intent that the work included in the bid proposal shall constitute a completed project. Any work necessary for the completion of the project and not specifically delineated or amplified shall be considered incidental to the project and shall be included in the various bid items as tendered.

## **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

The APWA Supplement to division one for Municipal Public Works Construction are hereby adopted.

The following amendments to the standard specifications, and aforementioned amendments, are made a part of this contract and supersede any conflicting provisions of the standard specifications.

# **DIVISION 1 - GENERAL REQUIREMENTS**

## **SECTION 1-01 - DEFINITIONS AND TERMS**

### **1-01.2(1) ASSOCIATIONS AND MISCELLANEOUS**

Additional abbreviations:

SWD, District, Silverdale Water District, or Contracting Agency

### **1-01.3 DEFINITIONS**

Amend the following:

Commission, Washington State Transportation Commission, Contracting Agency, Department of Transportation, Secretary, Secretary of Transportation, State, Department of General Administration, Divisions of Purchasing and State Treasurer:

Where appropriate, delete the definition for the above terms and replace with the following:

SWD and its board of Commissioners:

The changes in definitions to the above terms are intended to be used when the terms are referring to the Owner. The changes are not to be construed to apply to Washington State laws, statutes or regulations.

**OWNER**

Shall be revised to read:

The SWD acting through its legally constituted officials, boards, commissions, etc., as represented by its authorized officers, employees or agents.

**GEOLOGIST**

Shall be added to read:

SWD and/or its duly authorized representative who is currently a licensed Geologist of the State of Washington, acting directly or through their duly authorized representatives.

## **SECTION 1-02 - BID PROCEDURES AND CONDITIONS**

### **1-02.1 QUALIFICATIONS OF BIDDER**

Shall be revised to read:

All bidders shall fill out and submit with their proposal the "Statement of Bidders Qualifications" form attached with the contract documents. SWD will be the sole judge of a bidder's qualification to perform the work entailed in the contract. Such judgment will be based upon the contractor's successful

completion of similar projects without cost over runs, change orders, controversy or litigation.

#### **1-02.2 PLANS AND SPECIFICATIONS**

Shall be revised to read:

Plans and specifications may be downloaded at [www.swd16.org](http://www.swd16.org). After award of the contract, up to three sets of plans and specifications will be issued to the prime contractor.

#### **1-02.9 DELIVERY OF PROPOSAL**

Delete the first paragraph of this Section and replace with the following:

Bids shall be made out on the proposal form furnished with the specifications. Each proposal or bid shall be completely sealed in a separate envelope, addressed to SWD Attention Morgan Johnson, General Manager, with the name and address of the bidder and the name of the project plainly indicated on the outside of the envelope. Electronic bids will not be accepted.

#### **SECTION 1-04 - SCOPE OF THE WORK**

##### **1-04.2 COORDINATION OF THE CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA**

Supplement by adding the following:

No alteration or modification of the terms and conditions of the Contract will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor and the Owner.

Each and every provision of law and clause required by law to be inserted in this Contract shall be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction. The invalidity or unenforceability of any provision hereof, shall, in no way, affect the validity or enforceability of any other provision.

#### **SECTION 1-05 - CONTROL OF WORK**

##### **1-05.4 CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES**

The first sentence of the first paragraph is revised to read:

The Geologist will set such construction stakes and mark establishing lines, slopes and grades as deemed necessary one time each. Any additional stakes and marks or the replacement of any previously set stakes and marks shall be at the Contractor's expense.

Supplement section with the following:

All operations of the Contractor shall be confined to the areas authorized or approved by the Owner or Geologist. The Contractor shall be liable for any and all damage caused by them. The Contractor shall hold and save the Owner, its officers and agents, and SWD, free and harmless from liability of any kind or nature arising from any use, trespass or damage occasioned by their operations on premises of a third party.

#### **1-05.6 INSPECTION OF WORK AND MATERIALS**

Supplement this Section with the following:

SWD will select the testing lab and will pay for water quality testing and perform our own grain-size analyses. The Contractor shall not collect or transport the samples unless authorized by the Geologist.

#### **1-05.10 GUARANTEES**

The following subsection will be added as follows:

All work and materials and equipment shall be and is guaranteed by the Contractor for a period of two years from the date of final acceptance.

Upon completion of construction and prior to final acceptance by SWD, the Contractor shall furnish to SWD a maintenance bond in an amount determined by SWD but not less than 10 percent of the total project construction cost (including sales tax). The Contractor shall provide SWD with documentation of the total construction costs and these costs shall be approved by SWD for the purpose of setting the bond amount.

If within said guaranty period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Geologist, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not per the terms of the contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the: (a) place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and (b) make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Geologist, is the result of the use of materials, equipment or workmanship that are inferior, defective, or not per the terms of the contract; and (c) make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling any such guarantee.

If the Contractor, after notice, fails within 7 calendar days to proceed to comply with the terms of this guarantee, or fails to fully comply within 21 calendar days, the Owner may have the defects corrected, and the Contractor and their surety shall be liable for all expenses incurred, including compensation for additional professional services, such as engineering, attorney fees and costs, provided however, that in case of an emergency where, in the opinion of the Geologist, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof. In the event SWD reasonably believes it is necessary for its personnel or agents to perform emergency corrections, the Contractor and Surety further agree to promptly reimburse SWD for the cost of said work. (Any customer out of service is considered an emergency).



### **1-05.12 FINAL ACCEPTANCE**

Add the following paragraph:

The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed per the contract. If such prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

### **1-05.13 SUPERINTENDENTS, LABOR, AND EQUIPMENT OF CONTRACTOR**

Supplement by adding the following:

The Contractor will designate a superintendent who will have full responsibility to supervise and direct the work. The Contractor will be solely responsible for, and have control over the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the work under contract, unless the contract documents give other specific instructions concerning these matters.

The Contractor shall designate an agent who may be contacted in the event of any emergency that may occur after working hours, on holidays, or weekends, or at any time during the absence of the Contractor's work force. Said agent shall be available to personally attend to and/or arrange for help to attend such emergencies within 45 minutes of the time of contact by the Geologist or Owner.

## **SECTION 1-07 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **1-07.1 LAWS TO BE OBSERVED**

Add the following paragraph:

The Contractor shall indemnify and save harmless the Owner, SWD, and any agents, officers or employees thereof against any claims arising from any violation of any such laws, ordinances, or regulations, whether such violations are by the Contractor, subcontractors, or employees.

Supplement by adding the following:

The Contractor shall be solely and completely responsible for working conditions on or near the job site, including safety of all persons and property during the performance of the work. These requirements shall apply continuously and shall not be limited to normal working hours.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The Contractor shall have control over, be in charge of, and be responsible for all safety precautions and programs.

### **1-07.10 WORKERS BENEFITS**

Supplement by adding the following:

The Contractor's Worker's Compensation carrier will not subrogate losses of the named insured against the Owner and such language will be included in the Contractor's policy.

### **1-07.14 RESPONSIBILITY FOR DAMAGE**

Supplement by adding the following:

The Contractor and SWD are to sign the Indemnity Addendum to this section, which is included in the back of this document.

### **1-07.17 UTILITIES AND SIMILAR FACILITIES**

Supplement by adding the following:

Locations and dimensions shown in the Plans for existing facilities are per available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Water – SWD (360) 447-3500

Power – Puget Sound Energy (888) 225-5773

### **1-07.18 APWA PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The public liability and property damage insurance shall contain the following provision:

The coverage provided by this policy is primary to any insurance maintained by SWD.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payments of damages, injury or loss resulting from the Contractor's operations under this Contract. The Contractor shall not be relieved from liability imposed by the contract documents in excess of such coverage.

In the event the Contractor is required to perform work on the premises after the project has been accepted, the Contractor shall obtain at its own expense, and prior to commencement of any work, full insurance coverage in accordance with the requirements herein.

### **1-07.26 PERSONAL LIABILITY OF PROFESSIONAL OFFICERS**

Delete and replace the following:

Neither the Commissioners, Officers, Engineers, Geologists, Consultants, nor Employees of the Owner

shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such matters, they are acting solely as agents of the Owner.

## **SECTION 1-08 - PROSECUTION AND PROGRESS**

Supplement with the following:

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Owner, Geologist and such other interested parties as may be invited. The purpose of the preconstruction conference will be to review the initial progress schedule, to establish a working understanding among the various parties associated or affected by the work, to establish and review procedures for progress payment, notifications, approvals, submittals, etc., to establish normal working hours for the work, to review safety standards and traffic control; and to discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting an itemized breakdown of all lump sum items, a preliminary schedule of working drawing submittals, and a list of material sources for approval. The itemized breakdown shall detail the cost for all substantial portions of the work, and include the name of any subcontractors associated with that work.

### **1-08.1 SUBCONTRACTING**

Supplement by adding the following:

Any work done after the Contractor discovers any conflict, error or discrepancy, until authorized, will be done at the Contractor's risk.

The Contractor agrees that it is fully responsible to the Owner for the acts and omissions of its agents (subcontractors, suppliers, etc.) and all persons either directly or indirectly employed by them.

All agents shall be required by the Contractor to comply with the terms and conditions of the Contractor's contract.

### **1-08.2 ASSIGNMENT**

Supplement by adding the following:

An assignment of all or any part of the work shall not relieve the original Contractor or surety of responsibilities or obligations under the contract documents, including but not limited to, the Contractor's responsibility for work, responsibility for injury or damage and any Defend, Indemnity and Hold Harmless obligations regardless of whether these responsibilities and obligations arose from the Contractor's or its agent's (or anyone either directly or indirectly employed by either of them), acts or omissions, operations, negligence, failure to prevent injury or damage, failure to take reasonable precautions or to exercise sound engineering or construction practices in conducting its work.

### **1-08.11 NOTIFICATION OF CONSTRUCTION (New Section)**

The Contractor shall notify the Geologist a minimum of 48 hours in advance of the start of construction to facilitate project coordination. The Contractor shall provide a schedule of activities on a weekly basis to the Geologist.

## **SECTION 1-09 - MEASUREMENT AND PAYMENT**

### **1-09.9 PAYMENTS**

The third paragraph is supplemented with the following:

Requests for partial payments shall be received by SWD prior to the cutoff date established at the preconstruction meeting.

#### **1-09.9(1) RETAINAGE**

Supplement by adding the following:

The Contractor shall assume full responsibility and pay all costs that may accrue from establishing and maintaining any fund or account for the retainage.

#### **1-09.13(3) - CLAIMS**

Delete and replace with the following:

Prior to seeking claim resolution through arbitration or litigation, disputes arising from this contract shall proceed under the present administrative provisions in Sections 1-04.5, 1-09.11, and any special provisions provided in the Contract for resolution of disputes. The provisions of these sections and the special provisions must be complied with, in full, as a condition precedent to the Contractor seeking claims resolution through arbitration or litigation.

All claims, counter-claims, disputes and other matters in questions between the Owner and the Contractor arising out of or relating to this Contract or the breach thereof, will be decided by arbitration if the parties hereto mutually agree, or in the Superior Court of Kitsap County, Washington. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract per the Owner's decision.

The Contractor may file for arbitration (if the parties mutually agree) or file a lawsuit arising out of a contract dispute with the Owner, provided that: (1) the formal claim document has been submitted, (2) all the contract administrative remedies have been exhausted, and (3) the Owner has been given the time and opportunity to respond to the Contractor as provided in Section 1-09.11(2).

In the event that the parties mutually agree to arbitration, the provisions of WSDOT 1-09.13(2) and 1-09.13(3) shall govern, except that the first sentence of the last paragraph of WSDOT 1-09.13(2) shall be revised as follows:

The Owner and the Contractor mutually agree to be bound by the decision of the arbitrator and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of Kitsap County.

# **SPECIAL PROVISIONS**

## **GENERAL**

The Standard Specifications for Municipal Public Works Construction, current edition, including the APWA Supplement, shall be the basic specifications to be used for this project except as hereinafter modified. The following Special Provisions and General Construction and Material Specifications shall be used in conjunction with above noted Standard Specifications and provisions hereinafter contained shall supersede any conflicting provisions of the aforementioned Standard Specifications. Any conflicting provisions not specifically covered shall be clarified by the Geologist as the need arises.

In the aforementioned Standard Specifications, SWD shall be substituted in place of the various agencies and officials contained therein.

## **PROJECT DESCRIPTION**

Bids are being asked for provision of all necessary labor, equipment and materials required for drilling of a production water well.

## **LOCATION**

The project is located in Silverdale. The proposed new Wixson Well 2 will be located at the SWD reservoir at 8257 Dickey Road NW, Silverdale, WA 98383. See the Site Plan presented in Appendix A. The project lies within SE¼ of the SW¼ of Section 19, Township 25N, Range 1E WM, Kitsap County, WA.

## **TIME FOR COMPLETION**

All work must be completed within the number of days shown in the contract.

The Contractor shall start work as soon as possible upon receipt of the Notice to Proceed. All work shall be completed within 120 calendar days. The contract time shall begin within 10 working days after the date on which the contracting agency signed the Notice to Proceed.

Extensions of time will be allowed only for those items of work affected by adverse conditions as approved by SWD. A formal request for an extension of the completion date must be submitted by the Contractor to the Owner for approval 30 days prior to said completion. In the case where the adverse conditions occur less than 30 days prior to the project completion date, the formal request must be submitted within 3 days of the adverse conditions.

## **FAILURE TO COMPLETE WORK ON TIME - LIQUIDATED DAMAGES**

If the Contractor shall fail to complete the work within the time specified in the Contract, they shall pay the Owner liquidated damages for each day that the work remains uncompleted beyond the specified completion date, as provided for in Section 1-08.9 of the Standard Specifications.

The Contractor does hereby authorize the Owner to deduct such liquidated damages from the amount

due, or to become due, the Contractor. The Contractor further agrees that any such deduction shall not in any degree release them from further obligations and liabilities in respect to the fulfillment of the entire contract.

Liquidated damages shall not be assessed the Contractor for unworkable days caused by weather conditions only when the Owner confirms the fact that weather conditions do constitute a work stoppage.

#### **INTENT**

All equipment furnished and work performed by the Contractor for this project shall be of the highest quality herein specified and is to be inspected under the direction of the Geologist. The Contractor shall be held to the intent as well as the detailed requirements of these plans and specifications during the progress of the work.

#### **NOTICE TO PROCEED**

The Notice to Proceed will be in the form of a written Notice to Proceed from SWD (See also Section 1-08.4 in the Standard Specifications).

#### **RIGHT-OF-WAY (ROW)**

All construction shall be on SWD property or easements to SWD. The underlying property owners, the County, and the Geologist must be satisfied with the final restoration and clean up. If the Contractor is to use property that is not in the ROW or owned by SWD to store material, equipment or pipe, etc., they must provide to SWD, the property owner's name, address and phone number and the details of the agreement.

#### **PROPRIETARY ITEMS**

Unless otherwise specified, whenever a brand or trade name has been used in these specifications, it has been used for descriptive purposes only. The use of such trade names shall not be construed as restricting the Contractor to furnish the specifically named product. Any other manufacturer's product that is in fact equal in quality, in operational performance, repairableness and compatible with replacement parts stocked by SWD, will be considered and, if found acceptable by the Geologist, may be furnished in lieu of the specific product. However, the Contractor shall provide all test data requested by the Geologist and obtain written permission for such substitutions. Any costs and time spent by the Geologist verifying product equality will be paid by the Contractor.

#### **PERMITS AND COMPLIANCE WITH THE LAW**

The Contractor shall, at their expense, obtain all permits and licenses necessary for the performance of the Contract and give all necessary notices for all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract. The Contractor will be responsible for all violations of the law for any cause in connection with the construction of the work or caused by obstruction of streets, driveways, etc., and they shall give all

requisite notices to public and private authorities.

The Contractor shall comply with RCW 332-120 (Survey Monuments Removal or Destruction). It is the sole responsibility of the Contractor to adhere to all of the requirements of this Chapter.

### **RIGHTS OF ACCESS**

The Owner and Geologist shall have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access.

### **EXISTING STRUCTURES AND FACILITIES**

The Contractor shall use reasonable care on working around existing facilities to prevent damage, and in case of any damage to these facilities, the Contractor shall promptly repair the damage at their expense to the satisfaction of the Owner. The Owner and Geologist have shown all known utilities on the drawings, however there may be some lines underground that they are not aware of, and if any, (public or private) of these lines are damaged by the Contractor's work, it shall be their responsibility to repair them to the satisfaction of the Owner.

### **UTILITIES**

Locations and dimensions shown in the plans for existing facilities are in accordance with available information without uncovering and measuring. SWD does not guarantee the accuracy of this information or that all existing underground or overhead facilities are shown. Failure of the Owner to show the existence of subsurface objects or facilities on the plans shall not relieve the Contractor from the responsibility to make an independent surface check of the project site, nor relieve the Contractor from all liability for damages resulting from the Contractor's operations.

It shall be the Contractor's responsibility to notify and coordinate construction activities with all other underground utilities in the project area. These include, but may not be limited to, Comcast, Century Link, Wave Broadband, Puget Sound Energy, Kitsap County Public Works Department, and SWD. Many of these utilities work together in a council to help prevent accidents and damages to underground utilities.

*For utility location dial 811, 48 hours prior to digging.*

The Contractor must have a copy of the locate ticket and R/W permit on site during working hours. The Contractor is required to report damage of underground facilities per

RCW 19.122.010, section 059.

### **ACCIDENT PREVENTION**

The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work.

The required and/or implied duty of the Geologist to conduct construction review of the Contractors' performance, does not and is not intended to include review of the adequacy of the Contractors' safety

measures in, on or near the construction site. If there are children living in the homes adjacent to the project, the Contractor is to exercise extreme caution and is to notify SWD immediately if children are noted entering the work area, or are otherwise endangered.

The convenience of the general public and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

#### **INDEMNITY**

The Contractor indemnifies and agrees to save the Geologist, SWD, and their agents, against all losses, all liability claims or demands for personal injury or property damage per the Indemnity Addendum.

#### **PAYMENT**

The Contractor will be paid according to monthly estimates by SWD. Payment in the amount of 95 percent of the contract price, or value as estimated by the Geologist, will be paid for all work on the basis of estimated quantities completed on or before the first of each calendar month, or as agreed at the pre-construction meeting.

#### **SPECIAL CONDITIONS**

The Owner shall have the right to make any reasonable change in the plans or quantities upon the recommendation of the Geologist that may be hereafter determined necessary or expedient, either before or after beginning the work, by defining them in writing. In case such alterations on unit price contracts increase or diminish the approximate quantities as stated in the schedule, the Contractor shall be paid for the work actually done at the contract price that is specified in the proposal. Such alterations shall not constitute a claim for damages nor shall any claim be made on account of anticipated profits on the work that may be altered or dispensed with. SWD reserves the right to eliminate any portion of this work.

#### **CONFINED SPACE**

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809). The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractor shall communicate with the Geologist to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the Contractor's bid.

#### **PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES**

In addition to the requirements of Section 1-07.5 of the Standard Specifications, the Contractor shall comply with the following environmental provisions which are made a part of the contract documents by reference hereto:



*Puget Sound Air Pollution Control Agency Regulations 1 and 2.*

Any asbestos pipe that may be encountered in older water systems shall be capped and left in the ground. Washington State Department of Labor and Industries rules and regulations must be followed when working with asbestos pipe.

**EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

The Contractor shall comply with the requirements set forth in Section 1-07.11 of the Standard Specifications.

**WAGES**

No workman, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of the wage" as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is included in Appendix B, at the end of this document. Current prevailing wage data will also be furnished by the Industrial Statistician upon request. Please mail the request to:

*Department of Labor and Industries*

*Employment Standards Division*

*General Administration Building*

*Olympia, Washington 98504*

*(Telephone: (206) 753-4019)*

**PROGRESS SCHEDULE**

A progress schedule shall be prepared per Section 1-08.3 of the Standard Specifications. The progress schedule shall be in sufficient detail that progress of the work can be evaluated accurately at any time during the performance of the Contract.

**PROPOSALS**

Determination of the best bid for SWD will be based upon engineering analysis of the proposals submitted and budget considerations. The best bid will not necessarily be the lowest bid and SWD reserves the right to reject any or all bids and to waive all informalities in the bidding.

# WELL DRILLING SPECIFICATIONS

## GENERAL CONSTRUCTION, EQUIPMENT AND MATERIAL SPECIFICATIONS

### 1. GENERAL SCOPE

These Technical Specifications are for a new production well for the Silverdale Water District, herein referred to as the **Owner**. These specifications describe the drilling, design, construction, development, and testing of the Wixson Well 2. The specific drilling site is located at 8257 Dickey Road NW, Silverdale, WA 98383 on parcel number 4449-001-005-0509 in Section 19, Township 25 North, Range 01 East, W.M., Kitsap County, Washington. The site is at latitude 47.63809167 and longitude -122.72583333 and has an elevation of 538 feet above MSL.

The well is anticipated to be drilled to an estimated depth of 1,000 feet using fluid-rotary techniques. The well is to be cased with 16-inch-diameter steel casing to a depth of approximately 790 feet, then 16-inch nominal-diameter reverse-circulation with a clean water drilling fluid will continue through the target aquifer material. The well will be completed with a 12-inch-diameter sand-packed screen assembly.

Robinson Noble, Inc. and Joel Purdy of Public Utility District #1 of Kitsap County, herein collectively called the **Geologist**, shall act as the Owner's representative in activities associated with the drilling, design, construction, development, and testing phases of the project. General project management will be provided by Joel Purdy. The Owner will provide access to the site prior to mobilization. The Contractor shall be responsible for limited site preparation, the off-site disposal of drill fluid and cuttings, and controlling test water discharge as directed by the Owner. Drilling water **will** be provided on the site by arrangement with the Owner.

The well log for SWD's Wixson Well 1 (AAA732) is presented in Appendix C for reference. This well is located within approximately 100 feet of the proposed Wixson Well 2. The water right permit associated with the project is G1-25492P.

### 2. SCOPE OF WORK

The intent of this contract is to drill a fluid-rotary production well of sufficient diameter to receive a 16-inch-diameter casing, then set a sand-packed 12-inch-diameter screen assembly through the target aquifer zone. The well shall fully penetrate the water-bearing zones to an anticipated depth of 1,000 feet below ground surface (bgs). The initial phase of drilling includes the installation of a 20-inch fluid conductor casing to a depth of not less than 50 feet. Following the installation of the fluid-conductor casing, a 20-inch-nominal-diameter borehole will be advanced to 790 feet bgs, then that borehole will be cased with 16-inch-diameter casing. The 20-inch X 16-inch annulus will be grouted and the 20-inch fluid conductor casing will be removed to ensure an adequate surface seal and inter-aquifer seal. After the 16-inch-diameter casing is placed, drilling will proceed with 16-inch-nominal-diameter open-hole drilling using reverse-circulation and potable water as a drilling fluid to the final depth of 1,000 feet bgs. The Geologist will conduct geophysical surveys of the open boring and provide the Contractor with a completion design. The Contractor shall complete the well with a 12-inch-diameter steel casing and

stainless-steel well screen assembly and a filter pack suitable for the screen and formation, as specified. The Contractor shall develop and test the well for water quantity and quality. The Geologist will observe construction and development procedures and will assist the Contractor in completing an appropriate well pumping test.

Well drilling, construction, testing, and completion shall meet or exceed the State of Washington Department of Ecology (DOE), Minimum Standards for Construction and Maintenance of Wells, WAC Chapter 173 160, and the requirements of these specifications. Where the requirements of these specifications are more stringent, the requirements of the specifications shall prevail. Nothing in these specifications shall be construed to require work in violation of the WAC.

Drilling shall be performed by an experienced well driller licensed in the state of Washington and a helper. Only competent workmen shall be employed on the job.

### **3. EQUIPMENT AND MATERIALS**

3.1 Drilling Machine. Drilling shall be accomplished by fluid-rotary methods only with a rig capable of drilling a 16-inch nominal hole to a depth of 1,000 feet. The minimum mud-pump size shall be a positive displacement 5-inch x 6-inch mud pump capable of producing an up-hole velocity of approximately 100 feet per minute in a 20-inch-diameter boring. All appurtenant equipment including, but not limited to, sand cyclones, shale shakers, bailers, casing jacks, grout pumps and tremie tubes are to be considered as part of the rig, available to the project as needed, and delivered to the site as a function of job mobilization.

3.2 Test Pump. The test pump shall have the capability of up to 1,000 gallons per minute from a 675-foot setting in a 16-inch-diameter pumping chamber. The test pump shall be run in with two, 1-inch-I.D. sounding tubes. The sounding tubes shall be strapped to the pump column at regular intervals and run to the top of the pump. The bottom of the sounding tube will be capped with one hole drilled in the cap end and sufficient holes or cuts made in the bottom 10 feet of tube wall to facilitate water entry. Pump accessories shall also include means of varying the discharge and accurately measuring the discharge rates. Accurate flow meters, orifice plates and manometer tubes, or other means of volume-per-unit-time measurements shall be provided. Flow meters, if used, shall be calibrated against a known volume of water prior installation and include both instantaneous and totalized flow read-outs. It is anticipated that as much as 300 feet of discharge line will be required to escort the testing discharge water to a suitable point distant from the well. This discharge line is considered part of the proposed pumping equipment.

3.3 Temporary 20-inch Eductor Casing. The 20-inch-diameter temporary casing must have a wall thickness adequate to serve the purpose of facilitating the deeper production well drilling and its removal during the sealing of the 16-inch-diameter casing at the conclusion of the project. This sealing process will suffice as the surface seal for the well. The 20-inch-diameter fluid-rotary conductor casing is considered a temporary casing, and shall have a shoe or armor plate on temporary casing shall be of sufficient strength to allow that casing to be driven to the required depth. This casing remains the property of the Contractor.

3.4 Cementing Shoe. The cementing shoe shall be welded to the 16-inch-diameter permanent casing and must act as a guide during installation and have through-grouting capabilities as required to set and seal the 16-inch-diameter casing.

3.5 Permanent 16-Inch Casing shall be new, or equal, with a minimum wall thickness of 0.375-inch for the 16-inch-diameter casing.

3.6 Riser and spacer casings, if used, shall be new or equal and have a wall thickness as directed.

3.7 Extra Materials such as gravel pack or special fabrications shall be provided by the Contractor as specified by the Geologist during the course of the work.

3.8 Well Screen and Fittings shall be specified by the Geologist and provided by the Contractor as directed.

#### 4. EXECUTION OF WORK

4.1 Completion Time shall be within 120 calendar days from the Owner's notice to proceed. Daily work hours will be 8 AM to 5 PM, in accordance with WAC 10.28.040. The Owner and Geologist will accept a proposal for 24-hour continuous drilling during the drilling of the production aquifer if the contractor so desires provided variance from the noise ordinances can be obtained. 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 their equipment in order to ensure continued project progress on the next regular workday.

4.2 Inter-Aquifer and Surface Seal. The Contractor shall prepare and submit a Sealing Plan for Geologist's review and approval prior to cementing the 16-inch casing in place. The Sealing Plan shall provide the planned procedure for installation and sealing of the 16-inch-diameter casing, including estimated volumes of materials and specifications for the necessary equipment. The inter-aquifer and surface seal shall consist of **cement** grout placed from the bottom of the 16-inch-diameter casing to land surface in accordance with WACs 173-160-221 and 173-160-231 as the 20-inch-diameter temporary casing is removed. The annular space shall be pressure-grouted from the bottom up, utilizing a cementing shoe attached to the 16-inch casing. The outer temporary casing shall be fully withdrawn as the grout is placed. The Contractor is responsible for maintaining proper sealing procedures according to WAC 173-160-231(2).

4.3 20-Inch Drilling shall be by fluid-rotary direct-circulation methods deeper than the bottom of the temporary 20-inch-diameter fluid conductor casing, and cuttings are to be removed from the bentonite drill fluid with appropriate size shale shakers and sand separators. The hole shall be drilled in such a manner that over-excavation is held to a minimum. The Geologist shall have the authority to stop progress immediately if there is apparent over-excavation, and drilling shall not resume until procedures have been taken to remedy the problem. The method of placement of the estimated 50 feet of 20-inch-diameter

casing is at the discretion of the Contractor provided a straight and plumb hole is created and the 20-inch-diameter casing can be removed during the sealing of the 16-inch-diameter permanent well casing (be advised that it may be prudent to cut the 20-inch-diameter drive shoe if air-rotary or cable-tool methods are proposed for this segment of the work).

4.4 16-Inch Drilling deeper than the bottom of the 16-inch permanent casing shall be by fluid-rotary reverse-circulation methods with water as the drilling fluid, and cuttings are to be removed from the drill fluid with appropriate size shale shakers and sand separators. The hole shall be drilled in such a manner that over-excavation is held to a minimum. The Geologist shall have the authority to stop progress immediately if there is apparent over-excavation, and drilling shall not resume until procedures have been taken to remedy the problem.

4.5 Permanent Casing. All casing utilized in the drilling of the well shall be new, or equal, with a minimum wall thickness as noted in Item 3.5 above.

4.6 Refusal of Casing. During the drilling process, casing refusal is a condition that might occur before the required depth is reached. To justify a call of "refusal," the Contractor shall state, to the best of their knowledge, the full reason to the Geologist for contract consideration. Such consideration shall include alternative plans and any change of prices. Economics related to slower-than-expected drilling progress shall not be accepted as a reason for refusal.

4.7 Sampling. The Contractor shall ensure that representative samples of formations drilled are collected during the drilling process. They shall be taken at least every 10 feet or at formation changes, or as directed by the Geologist. Samples of water-bearing materials shall be collected from the shale shaker and sand separator and from a hand-held sieve. The most representative sample shall be bagged and labeled with the project name, date and time collected, and depth below ground (corrected for lag time when necessary).

4.8 Records. The Contractor shall keep a daily written log of operation, including formations drilled; size and length of the casing placed; tools used; depth to water or drilling fluid at the beginning and end of the shift; location, size and length of screen placed; and progress of development work. A duplicate copy of the daily log shall be furnished to the Geologist.

4.9 Scheduling and Communication. Prior to mobilization to the project site, the Contractor will provide the Owner and Geologist with a schedule for site work, including anticipated daily arrival and departure times (or intent to perform 24-hour operation during the fluid-rotary phase of the project if so intended) and any foreseeable schedule conflicts. The Contractor is responsible for notifying the Geologist, preferably in advance, of any conditions resulting in a delayed arrival to or early departure from site or if the Contractor will not be on site during a scheduled work day. To facilitate communication with the Owner and Geologist, the Contractor and crew will have a working cellular phone or other means of communication approved by the Geologist on site at all times.

4.10 Welding. All steel casings, risers and liners shall be joined by arc welding using standard procedures (American Welding Society, Guide for Welding Mild Steel Pipe AWS D10.12M/D10.12:2000).

The Contractor assumes full responsibility for any breakage of casing, drive shoe failing, or weld failing during the course of the work. Stainless-steel screens shall be welded with stainless-steel welding rod according to manufacturer's specifications (see UOP Johnson Ground Water & Wells, Third Edition (2007), Appendix 9.I).

4.11 Alignment. The basic alignment requirement is that all casings, liners, risers, screens, and tools can be freely run through the well, and that a test pump and permanent pump can be freely set in the well. Additionally, the Owner requires that the Contractor conduct a test after placement of the 16-inch casing. The plumbness and alignment survey shall be conducted in the 16-inch casing as specified by the AWWA Standard for Water Wells publication (ANSI/AWWA A100-20, Appendix D: Plumbness and Alignment—Procedure for Testing).

Other alignment tests will not be required unless doubt regarding alignment arises during the work. The Geologist will determine if an additional alignment testing is required.

The lump sum price bid shall be used to pay for this test, unless the results of the test show alignment does not meet the above specified conditions, in which case the Contractor shall bear all expenses of the test and the expense of correcting or otherwise mitigating the misalignment.

4.12 Screen Setting. The screen assembly shall be lowered into the stabilized borehole by methods approved by the Geologist. Once the screen is in position, it shall be backfilled with a continuous envelope of filter-pack material. Both the screen position and the level of filter-pack material shall be constantly monitored by the Contractor. The Contractor assumes full responsibility for the accuracy of casing and screen assembly measurements and the successful construction of the well.

4.13 Development of the well will be as directed by the Geologist. Development shall consist of flushing the drilling mud from the boring, injection of dispersant into the well screen, surging with a surge block or bailer, isolated air-lift pumping, or other means (e.g. water jetting, air-lift pumping) as deemed appropriate by the Geologist.

4.14 Test Pumping. The test pump shall be initially set into a chlorinated water column. The test pump shall be run at variable discharge rates to prove both the capacity of the well and to determine if the water is free from sand. The test pump shall then be run at a constant discharge rate for a period of up to 24 hours. Constant-rate tests must have discharge rates kept to within 5% of the specified discharge, and, if pumped over eight hours, must be run uninterrupted for the first eight hours. Following the first eight hours, brief shutdowns of no more than six minutes per each additional 12 hours of pumping shall be allowed or the results of the test could be nullified and, if so, testing will have to be repeated at the Contractor's expense.

4.15 Video Inspection. After the test pump is removed and before final disinfection of the well, the Contractor shall conduct a color down-looking and side-looking video inspection of the well casing and well screen assembly. The video inspection service shall provide the Contractor with two digital copies (one for the Owner and one for the Geologist) of the inspection that includes an audio description of the inspection as well as color video.

4.16 Capping. At all times during the progress of the work, the Contractor shall protect the drill hole and/or well in such a manner as to effectively prevent either tampering with the well or entrance of foreign matter into it. The completed well shall have a 1/4-inch-thick steel plate cap welded in place. A 2-inch-diameter port and plug shall be installed on the cap to facilitate subsequent water level measurement. The well shall be identified by permanent attachment of the required DOE unique well identification tag.

4.17 Well Abandonment. In the event that the Contractor shall fail to complete the well because of lost tools, misalignment, or any reason determined to prevent the reasonable expected scope of the Contract, the well shall be abandoned in accordance with decommissioning procedures in WAC 173-160-381. In such case, no payment will be due the Contractor for work performed to abandon the well. In the event that the well is abandoned by direction of the Owner, procedures must also meet the requirements of WAC Chapter 173-160, and the payment for the abandonment procedures will be due.

4.18 Disposal of Drill Fluid and Cuttings shall be off site. The Contractor must make provisions to contain drill fluid and cuttings on site in such a manner that they can be loaded and transported off site. The Contractor shall provide a means to transport the cuttings, and provide the personnel and equipment to dispose of the cuttings as needed throughout the drilling project. The Contractor will take appropriate steps throughout the project to contain the cuttings so as to prevent addition of turbidity to neighboring properties, stormwater systems, and local streams or water bodies.

## **5. SUBMITTALS**

5.1 Notice of Intent to drill a water well shall be submitted to the Ecology at least 72 hours prior to moving equipment to the site.

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 for submittal of invoices can still be met.

5.3 Well Screen and Fittings. Prior to screen installation, the Contractor will provide to the Geologist a copy of the screen manufacturer's technical specifications for the screen as ordered.

5.4 Water Well Report. At the conclusion of the project, the Contractor will provide to the Owner a copy of the Washington State Water Well Report as submitted to Ecology as required by 18.104.050 RCW. The Contractor shall attach a unique well identification tag to the wellhead and provide that number on the water well report form.

5.5 Sealing Plan. The Contractor shall submit a sealing plan for the 16-inch-diameter casing that meets the requirements of WACs 173-160-221 and 173-160-231.

## **6. INSURANCE AND INDEMNITY**

The Contractor shall carry, from the time it begins work or from the date of this contract, whichever comes first, until its completion, general liability insurance to cover all damages on account of bodily injury or

death suffered by any person or persons not lawfully in the employ of the Contractor, upon or about the site or upon the ways adjacent thereto; which coverage shall include property covered by this contract. Combined limits of public liability shall be \$1,000,000. Contractor shall also carry pollution liability insurance with limits of no less than \$1,000,000. The Contractor shall name the Owner and Geologist as additional insureds on both policies. If requested, the Contractor shall provide the Owner with said certificates of insurance.

## **7. MEASUREMENT AND PAYMENT**

### **7.1 Item 1. Mobilization and Demobilization (Lump Sum)**

Mobilization and demobilization shall be billable at the rate of 70% of price bid when drilling starts and the final 30% when all drilling mud, cuttings, equipment and materials are removed from the site and the site is left in a clean and orderly state to the satisfaction of the Owner. This item includes all compensation for site preparation and the fee for the Ecology Notice of Intent.

### **7.2 Item 2. Inter-Aquifer and Surface Seal (Per Foot)**

The item shall be paid at the price bid per lineal feet of seal placed between the 16-inch-diameter casing and 20-inch-nominal-diameter borehole from the depth specified by the Geologist up to land surface. Price bid includes all labor and materials to provide and place the seal and to remove the 20-inch-diameter fluid-conductor casing, including the 16-inch cementing shoe and installation guide for the 16-inch casing. Proper sealing procedures according to WAC 173-160-231(2) must be maintained.

### **7.3 Item 3. 20-Inch Temporary Casing (Per Foot)**

The 20-inch-diameter temporary casing shall be paid for the temporary use of the casing per lineal foot of casing set below land surface, plus two feet of final stickup. The casing is to remain the property of the Contractor and is to be removed during the sealing of the 16-inch-diameter permanent well casing.

### **7.4 Item 4. Drilling 20-Inch Nominal Hole for 16-Inch Permanent Casing (Per Foot)**

This item shall be paid per lineal foot of 20-inch–nominal-diameter hole drilled below the 20-inch-diameter temporary casing that is capable of being cased with the 16-inch-diameter casing. Price per foot bid includes the cost of bentonite drilling mud, the provision of shale shaker and sand separation equipment and any other incidental equipment considered as basic to the drilling of the hole collect formation samples, maintain circulation, and protect the hole from caving, including re-drilling as necessary for casing installation.

### **7.5 Item 5. Provide and Install 16-Inch Permanent Casing (Per Foot)**

The 16-inch-diameter permanent casing shall be paid for per lineal foot of permanent casing set below land surface, plus two feet of final stickup. The price includes the installation of the casing.



7.6 Item 6. Conduct Plumbness and Alignment Test (Per Each)

The plumbness and alignment test of the 16-inch-diameter casing to a depth of 790 feet shall be paid at the lump sum price bid, unless the results of the test show alignment does not meet the above conditions as specified by the AWWA standard for water wells, publication AWWA A100-20, Testing for Plumbness and Alignment. Should the test indicate that the well fails to meet the specifications, the Contractor shall bear all expenses of the test and the expense of correcting or otherwise mitigating the misalignment.

7.7 Item 7. Drilling 16-Inch Nominal Hole for 12-Inch Completion (Per Foot)

The 16-inch-nominal-diameter drilling shall be paid per foot of 16-inch nominal hole to accept the 12-inch well screen assembly drilled below the 16-inch casing via reverse-circulation rotary drilling using clean water as a drilling fluid. The bid quantity is estimated at 210 feet (from 790 feet to 1000 feet below ground surface). It shall include all materials, labor, tools, and equipment required to drill the borehole, collect formation samples, maintain circulation, and protect the hole from caving, including re-drilling as necessary for geophysical logging.

7.8 Item 8. Provide Well Screens and Fittings (Cost Plus 15%)

The well screen assembly, delivered to the site, shall be paid for at documented cost plus 15% handling. The screen order shall be made at the direction of the Geologist.

7.9 Item 9. Extra Materials (Cost Plus 15%)

Materials not otherwise herein specified shall be provided only as directed and shall be paid for at documented cost plus 15% handling. Extra materials may include, but are not limited to, risers, spacers for well screen assemblies, and gravel-pack material.

7.10 Item 10. Authorized Rig Work (Per Hour)

This item shall be paid for 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. No extra payment for hourly work shall be made when equipment being used is not in good working condition.

7.11 Item 11. Provide, Install and Remove 1,000-gpm Test Pump, Pump 4 Hours (Per Hour)

The test pump item shall be paid for at the price bid, such payment to include provision, installation and final removal, and pumping for four (4) hours to verify the initial well capacity and final well development. Specified accessories are part of the pump unit. Unless otherwise authorized, this item is to be used only once per well. Interim removal and resetting in the same well would be covered under Item 7.10. Price bid includes provision of an accepted discharge method for water pumped and costs for 300 feet of additional eductor pipe to escort discharge water to the point of disposal. Payment for this item will not be made if representative water level measurements cannot be obtained from the installed sounding tubes.

7.12 Item 12. Operate Pump Beyond 4 Hours (Per Hour)

Operation of the pump beyond 4 hours shall be paid at the hourly rate bid. Only one operator is required during pump operation. Payment for this item will not be authorized 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 3.2 and 4.14 unless otherwise agreed to by the Geologist.

7.13 Item 13. Authorized Stand-By/Shop Time (Per Hour)

This item shall be paid for directed work not otherwise covered by unit prices herein, which does not require a fully operating rig. Stand-By/Shop Time shall also be paid per hour for time lost during a single 8-hour working shift while geophysical logging is delaying work, or for time required to fabricate shop items. During geophysical logging, the Contractor will provide one employee for assistance as directed by the Geologist.

7.14 Item 14. Video Inspection (Lump Sum)

The downhole video inspection shall include completion of a down-looking and side-looking color video inspection of the full casing and screen assembly, including two digital copies (one for the Owner and one for the Geologist) of the inspection that includes an audio description of the inspection as well as color video.

## ***CONTRACT DOCUMENTS***

## **BIDDER'S CHECKLIST**

**The bidder's attention is especially called to the following forms which must be executed in full as required and submitted with the proposal:**

**A. PROPOSAL**

The lump sum and unit prices must be shown in the space provided. Show lump sum and unit bid prices in both words and figures.

**B. PROPOSAL SIGNATURE SHEET**

To be filled in and signed by the bidder.

**C. BOND ACCOMPANYING BID**

This form is to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than 5 percent of the total amount bid and may be shown in dollars or on a percentage basis.

**D. NON-COLLUSION CERTIFICATE**

This form is to be completed and signed by the Contractor and notarized.

**E. STATEMENT OF BIDDER'S QUALIFICATIONS**

To be filled out by all bidders.

**F. LIST OF SUBCONTRACTORS**

List Subcontractor names, addresses phone numbers and UBI Numbers together with a list of the items and extent of work to be accomplished by each (see Section 1-02.6 of this document).

**G. INDEMNITY ADDENDUM**

To be filled out by all bidders.

**H. PERFORMANCE BOND/I. PAYMENT BOND**

To be executed by the successful bidder and surety company, and be submitted prior to the execution of the Contract.

**J. INSURANCE CERTIFICATE**

This certificate is to be submitted prior to execution of the Contract.

K. CONSTRUCTION CONTRACT

This agreement is to be executed by the successful bidder.

L. CONSTRUCTION CONTRACT SIGNATURE SHEET

**The following items are to be submitted upon execution of the Contract:**

M. STATEMENT OF INTENT TO PAY PREVAILING WAGES

To be submitted by Prime Contractor and all subcontractors.

N. PROGRESS SCHEDULE

**Following acceptance of project the following items are to be submitted:**

O. AFFIDAVIT OF WAGES PAID

To be submitted by Prime Contractor and all subcontractors.

P. CERTIFICATE INDICATING TAXES HAVE BEEN PAID

Contractor to secure from the State Department of Revenue a certificate that all taxes due with respect to this Contract have been paid in full and submit said certificate to SWD.

Q. NOTICE OF AWARD

R. NOTICE TO PROCEED

**A. BID PROPOSAL  
FOR THE DRILLING OF SILVERDALE WATER DISTRICT WIXSON WELL 2  
DECEMBER 2020**

Item	Description	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
1	Mobilization and Demobilization	One	Lump Sum	
2	Inter-Aquifer and Surface Seal	790 feet	\$_____/ft	
3	20-Inch Temporary Casing	50 feet	\$_____/ft	
4	Drill Hole for 16-inch Casing	740 feet	\$_____/ft	
5	Provide and Install 16-inch Casing	790 feet	\$_____/ft	
6	Plumbness and Alignment Test	One	Each	
7	16-inch Nominal Drilling	210 feet	\$_____/ft	
8	Provide Well Screen and Fittings (Estimating 80 feet). For Bid Estimate, use \$29,500			\$29,500
9	Extra Materials. Cost plus 15%. For Bid Estimate, use: \$9,500			\$9,500
10	Authorized Rig Work	80 hours	\$_____/hr	
11	Provide, Install & Remove 1,000-gpm Test Pump; Pump 4 hours	One	Lump Sum	
12	Operate Pump	24 hours	\$_____/hr	
13	Authorized Stand-By/Shop Time	16 hours	\$_____/hr	
14	Video Inspection	One	Lump Sum	
Base Bid Total				\$
Total Construction Cost				\$

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

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

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

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

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.

**ADDENDUM RECEIPT**

Receipt of the following addends to the Specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

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

The Owner is not obligated to accept the low bid. They reserve 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 that the contractor submitting the bid is capable of fulfilling this Contract. Time is of the essence in this project, so the Owner may select a Contractor based on proposed start date. The Owner reserves the right to reject any or all bids.

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

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

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

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

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:

\_\_\_\_\_

**B. PROPOSAL SIGNATURE SHEET**

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in a form as indicated below, is attached hereto:

CASH in the amount of \$ \_\_\_\_\_

CASHIER'S CHECK for \_\_\_\_\_  
Dollars made payable to Silverdale Water District

CERTIFIED CHECK for \_\_\_\_\_  
Dollars made payable to Silverdale Water District

PROPOSAL BOND in the amount of 5 percent of the bid

Receipt is hereby acknowledged of addendum(s) number(s) \_\_\_\_\_

Contractor hereby certifies that they are not on Washington State Labor and Industries' Debarred Contractor's List and, therefore, not barred from bidding on public works projects (RCW 39.06.010 or 39.12.065 pertains).

\_\_\_\_\_  
CONTRACTOR'S LICENSE NO.

\_\_\_\_\_  
AUTHORIZED SIGNATURE(S)

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
PRINTED NAME(S)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER

STATE OF WASHINGTON        )  
  )ss.  
COUNTY OF \_\_\_\_\_)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

Name Printed: \_\_\_\_\_

Notary Public in and for the State of Washington

My Commission expires: \_\_\_\_\_

**SEAL**



**SILVERDALE WATER DISTRICT**  
**C. BOND ACCOMPANYING BID**

**TO BE SUBMITTED WITH THE BID**

**SILVERDALE WATER DISTRICT**  
**D. NON-COLLUSION CERTIFICATE**

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Silverdale Water District for consideration in the award of a contract on the improvement described as follows:

\_\_\_\_\_  
**Wixson Well 2**  
NAME OF PROJECT

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SEAL**

Signature \_\_\_\_\_

Name Printed: \_\_\_\_\_

Notary Public in and for the State of Washington

My Commission expires: \_\_\_\_\_

**SILVERDALE WATER DISTRICT**

**E. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Contractor bidding on work included in these Contract Documents shall prepare and submit the following requested information, and this information will be included in and made a part of each bid document.

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ GROSS AMOUNT OF CONTRACTS IN HAND: \_\_\_\_\_

GENERAL CHARACTER OF WORK PERFORMED BY COMPANY: \_\_\_\_\_

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MAJOR PROJECTS CONSTRUCTED BY COMPANY IN PAST FIVE YEARS (List project names and approximate cost, name of Owner, contact person for Owner and phone number.):

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---

LIST OF MAJOR EQUIPMENT: \_\_\_\_\_

---

---

INSURANCE COMPANY AND BONDING COMPANY (List Company name(s) together with agent's name, address, contact person and phone number):

---

---

BANK REFERENCE (List name and branch, address, contact person and phone number):

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**SILVERDALE WATER DISTRICT**

**F. LIST OF SUBCONTRACTORS**

1. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
WORK TO BE DONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
WORK TO BE DONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
WORK TO BE DONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
WORK TO BE DONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
WORK TO BE DONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
WORK TO BE DONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
WORK TO BE DONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SILVERDALE WATER DISTRICT**

**G. INDEMNITY ADDENDUM**

Washington State Department of Transportation (WSDOT) 1-07.14 Responsibility for Damage shall apply with the following supplement:

The Contractor's duty to indemnify, defend and save harmless shall include, but not be limited to, any and all expenses, costs, damages, losses, Owner's personnel-related costs, reasonable attorney's fees, expert witness fees, engineering, architectural and other services fees, court costs and other claim-related expenses.

The Contractor's duty to indemnify, defend and save harmless shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any person or party under any insurance policy or Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature described above and in WSDOT have been paid, discharged or waived.

THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. PROVIDED, HOWEVER, THE CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS CONTRACT EXTEND ONLY TO CLAIMS AGAINST THE CONTRACTOR BY THE OWNER AND DOES NOT INCLUDE OR EXTEND TO ANY CLAIMS BY THE CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST THE CONTRACTOR.

**Contractor:**

DATED \_\_\_\_\_  
COMPANY \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
NAME PRINTED \_\_\_\_\_  
TITLE \_\_\_\_\_

**SILVERDALE WATER DISTRICT:**

DATED \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
NAME PRINTED \_\_\_\_\_  
TITLE \_\_\_\_\_

**SILVERDALE WATER DISTRICT**

**H. PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_, the Contractor named in the Contract  
hereinafter referred to as PRINCIPAL and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly bound unto Silverdale Water  
District, herein after called and also being the Owner named in said Contract, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the  
United States for the payment of which sum will and truly be made, we bind ourselves, our heirs,  
executors, assigns, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS the Principal entered into a certain  
contract with the Owner dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_ work completed with the Owner's Wixson Well 2 in the  
County of Kitsap, State of Washington.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants,  
terms, conditions and agreements of said Contract during the original term of said Contract and any  
extension thereof that may be granted by the Owner with or without notice to the Surety; and during the  
life of any guarantee required under the Contract, covenants, terms, conditions, and Agreements of any  
and all duly authorized modifications of said Contract may hereafter be made; notice of which  
modifications to the Surety being hereby waived and furthermore; shall promptly make payment to all  
persons, firms, or corporation supplying materials or labor, or both, in the performance of such Contract,  
then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals  
this \_\_\_ day of \_\_\_\_\_ 20\_\_\_ affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

Principal:

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

\_\_\_\_\_  
Name Printed

Attest:

**Corporate Seal**

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

Surety:

Attest:

**Corporate Seal**

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

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

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title \_\_\_\_\_

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

**CERTIFICATION AS TO CORPORATE SEAL**

I hereby certify that I am the (Assistant) Secretary of the corporation named as Principal within the bond: that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_ of said corporation; that I know their signature thereto is genuine: and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority.

\_\_\_\_\_  
Signature of Secretary of Assistant

\_\_\_\_\_  
Name Printed

**Corporate Seal**

**SILVERDALE WATER DISTRICT**

**I. PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ the Contractor named in the Contract hereinafter referred to as  
PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound  
unto the State of Washington, and unto Silverdale Water District, hereinafter called and also being the  
OWNER named in said Contract, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_  
\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly made, we bind  
ourselves, our heirs, executors, assigns, administrators and successors jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal entered into a Contract with  
the Owner, dated \_\_\_\_\_, 20 \_\_\_\_\_,  
for \_\_\_\_\_ work in connection with the Owner's Wixson Well 2 in the County of  
Kitsap, State of Washington.

AND THAT WHEREAS, the Owner has a permit to construct upon certain roads and right-of-way of Kitsap  
County, all of which construction is covered by the Owner's contract with the Principal.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all  
of the undertakings, covenants, terms, conditions and agreements of said Contract during the period of  
the original contract and any extensions thereof that may be granted by the Owner, with or without notice  
to the Surety; and during the life of any guarantee required under the Contract; and shall also well and  
truly perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of any and  
all duly authorized modifications of said Contract that may hereafter be made; notice of which  
modifications to the Surety being hereby waived; shall indemnify and save harmless Owner from all cost  
and damage by reason of the Principal's default or failure to do so, and shall pay the State of Washington  
sales and use taxes, and amounts due said State pursuant to Titles 50 and 51 of the Revised Code of  
Washington then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate  
seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, the name and corporate seal of each



corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

**Corporate Seal**

\_\_\_\_\_  
PRINCIPAL

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

Name Printed: \_\_\_\_\_

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

ATTEST (If Corporation):

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

Name Printed: \_\_\_\_\_

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

\_\_\_\_\_  
SURETY

**Corporate Seal**

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

Name Printed: \_\_\_\_\_

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

**SILVERDALE WATER DISTRICT**

**J. INSURANCE CERTIFICATE**

**TO BE SUBMITTED PRIOR TO EXECUTION OF THE CONTRACT**

**SILVERDALE WATER DISTRICT**

**K. CONSTRUCTION CONTRACT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Silverdale Water District, hereinafter referred to as the "Owner," and \_\_\_\_\_, party of the second part, hereinafter referred to as the "Contractor."

The parties to this agreement, in consideration of the mutual covenants contained herein agree as follows:

1. The Contractor agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship-like manner, the work called for in the Contract Documents entitled: Wixson Well 2

Prepared by: Silverdale Water District

per the terms of the Contract Documents which shall include, but shall not be limited to the accepted Proposal, General and Special Condition, Specifications, Drawings, Addenda, Bond, Advertisement for Bid, Special Provisions and this Agreement.

2. Time of Completion: The work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be completed within 90 calendar days. The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$) for each calendar day thereafter that the work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work at the time stipulated, and this sum is not to be construed as in any sense a penalty.

3. In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$) plus WSST), which sum is based upon Bid Proposal submitted. Actual payment shall be based on actual installed quantities, as determined by the Geologist.

**SILVERDALE WATER DISTRICT**

**L. CONSTRUCTION CONTRACT SIGNATURE SHEET**

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

**OWNER:**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name Printed  
\_\_\_\_\_  
Title

**CONTRACTOR:**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name Printed  
\_\_\_\_\_  
Title

State Contractor's License No. \_\_\_\_\_

**SILVERDALE WATER DISTRICT**

**M. STATEMENT OF INTENT TO PAY PREVAILING WAGES**

**TO BE SUBMITTED UPON EXECUTION OF THE CONTRACT**

**SILVERDALE WATER DISTRICT**

**N. PROGRESS SCHEDULE**

**TO BE SUBMITTED UPON EXECUTION OF THE CONTRACT**

**SILVERDALE WATER DISTRICT**

**O. AFFIDAVIT OF WAGES PAID**

**TO BE SUBMITTED FOLLOWING ACCEPTANCE OF THE PROJECT**

**SILVERDALE WATER DISTRICT**

**P. CERTIFICATE INDICATING TAXES HAVE BEEN PAID**

**TO BE SUBMITTED FOLLOWING ACCEPTANCE OF THE PROJECT**



**SILVERDALE WATER DISTRICT**

**Q. NOTICE OF AWARD**

Description of Work: Construction of the Wixson Well 2 for Silverdale Water District.

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Owner represented by the undersigned has considered the Proposal submitted by you for the above described work in response to its Advertisement for Bids dated \_\_\_\_\_.

It appears that it is to the best interest of said Owner to accept your Proposal in the amount of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

(Including WSST). You are hereby notified that your Proposal has been accepted for all items.

You are required by the Notice and Instructions to Bidders to execute the formal contract with the undersigned Owner and to furnish the required Contractor's Performance and Payment Bonds within 10 days from the date of delivery of the Notice to you.

If you fail to execute said contract and to furnish said bond within 10 days from the date of delivery of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

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

Silverdale Water District

Owner

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

Name Printed: \_\_\_\_\_

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

**SILVERDALE WATER DISTRICT**

**R. NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: Wixson Well 2

You are hereby notified to commence WORK per the Contract dated: \_\_\_\_\_.

WORK shall be completed in 120 calendar days. The date of completion is therefore \_\_\_\_\_  
\_\_\_\_\_.

Silverdale Water District

OWNER

By \_\_\_\_\_

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

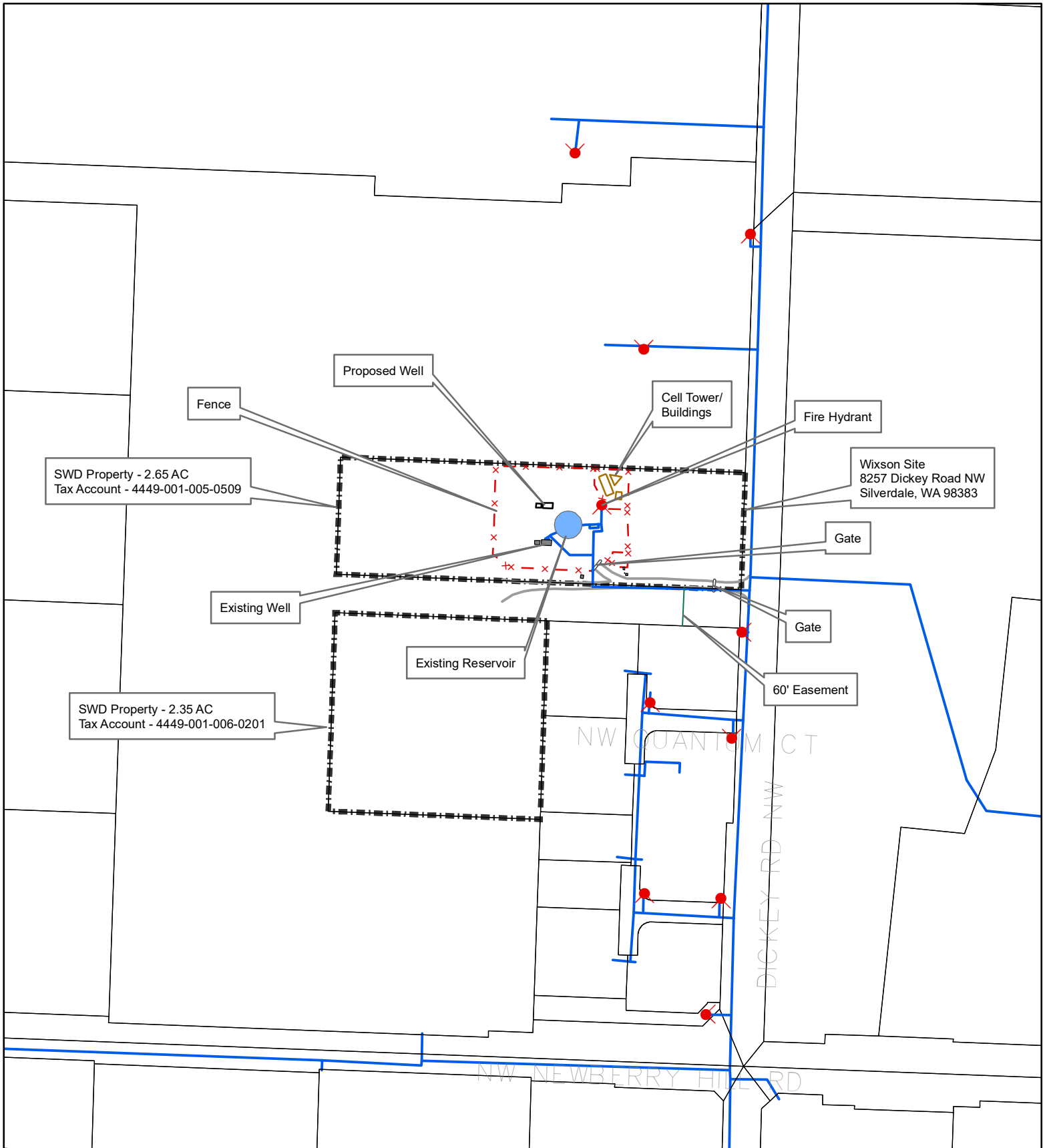
Receipt of the above NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_


Name Printed \_\_\_\_\_

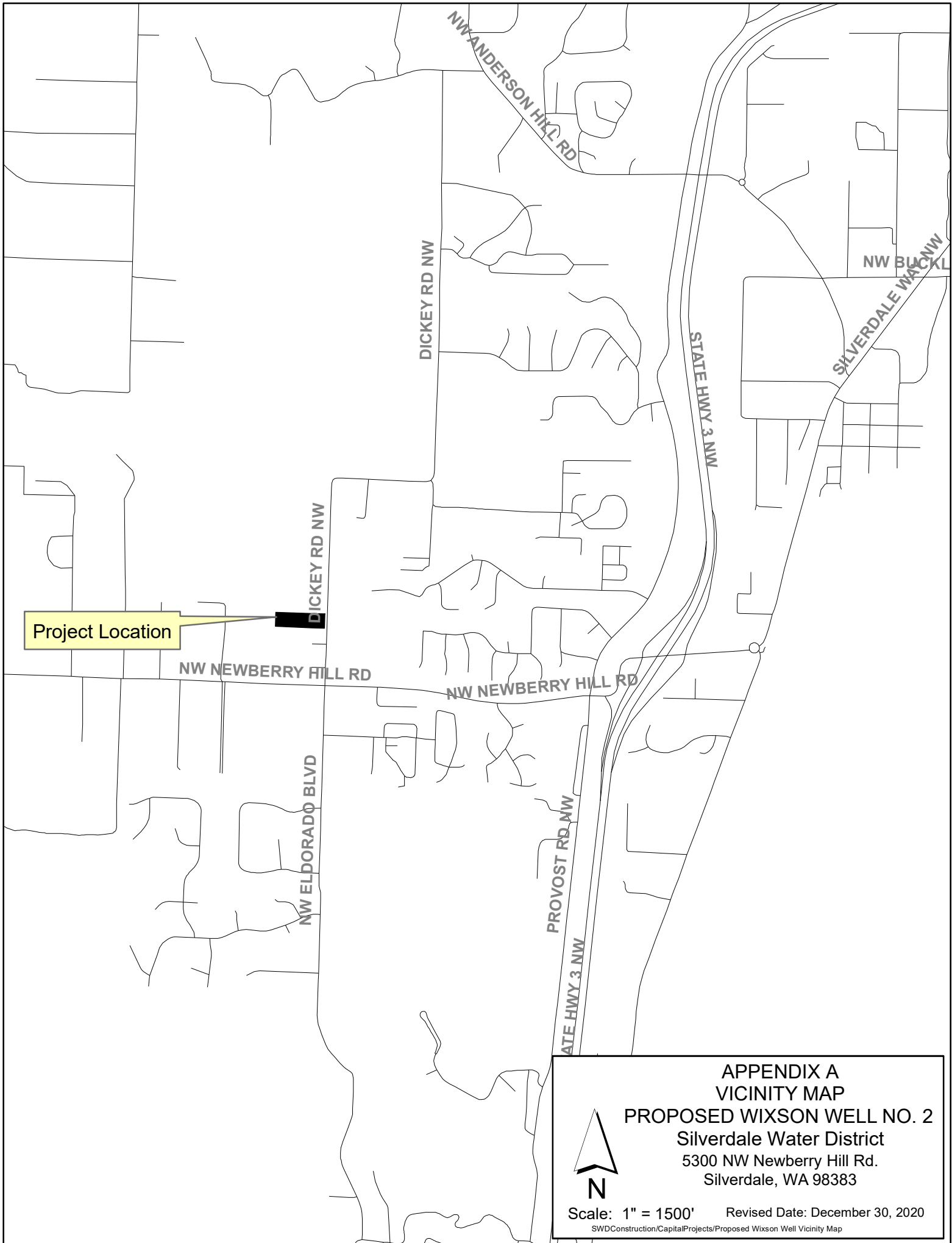
Title \_\_\_\_\_

Employer Tax Identification Number \_\_\_\_\_



**APPENDIX A**  
**SITE PLAN**  
**PROPOSED WIXSON WELL NO. 2**  
 Silverdale Water District  
 5300 NW Newberry Hill Rd.  
 Silverdale, WA 98383

  
 Scale: 1" = 200' Revised Date: December 30, 2020  
SWDConstruction/CapitalProjects/Proposed Wixson Well. 2/20201230



Project Location

NW ANDERSON HILL RD

DICKEY RD NW

NW BLANCK

SILVERDALE WAY NW

STATE HWY 3 NW

DICKEY RD NW

NW NEWBERRY HILL RD

NW NEWBERRY HILL RD

NW ELDERADO BLVD

PROVOST RD NW

STATE HWY 3 NW



APPENDIX A  
VICINITY MAP  
PROPOSED WIXSON WELL NO. 2  
Silverdale Water District  
5300 NW Newberry Hill Rd.  
Silverdale, WA 98383

Scale: 1" = 1500'      Revised Date: December 30, 2020

SWDConstruction/CapitalProjects/Proposed Wixson Well Vicinity Map

APPENDIX B  
Prevailing Wage Data  
Refer to Addendum No 1.Document for information

APPENDIX C

Water Well Report for Wixson Well 1

Refer to Addendum No 1.Document for information