



# General Manager's Report

## Report on Water System Operations for:

Metering Period:

Billing Period:

Activity Period:

June, 2016		
04/04/2015	- THRU -	04/30/2016
04/15/2017	- THRU -	05/15/2016
05/01/2016	- THRU -	05/31/2016

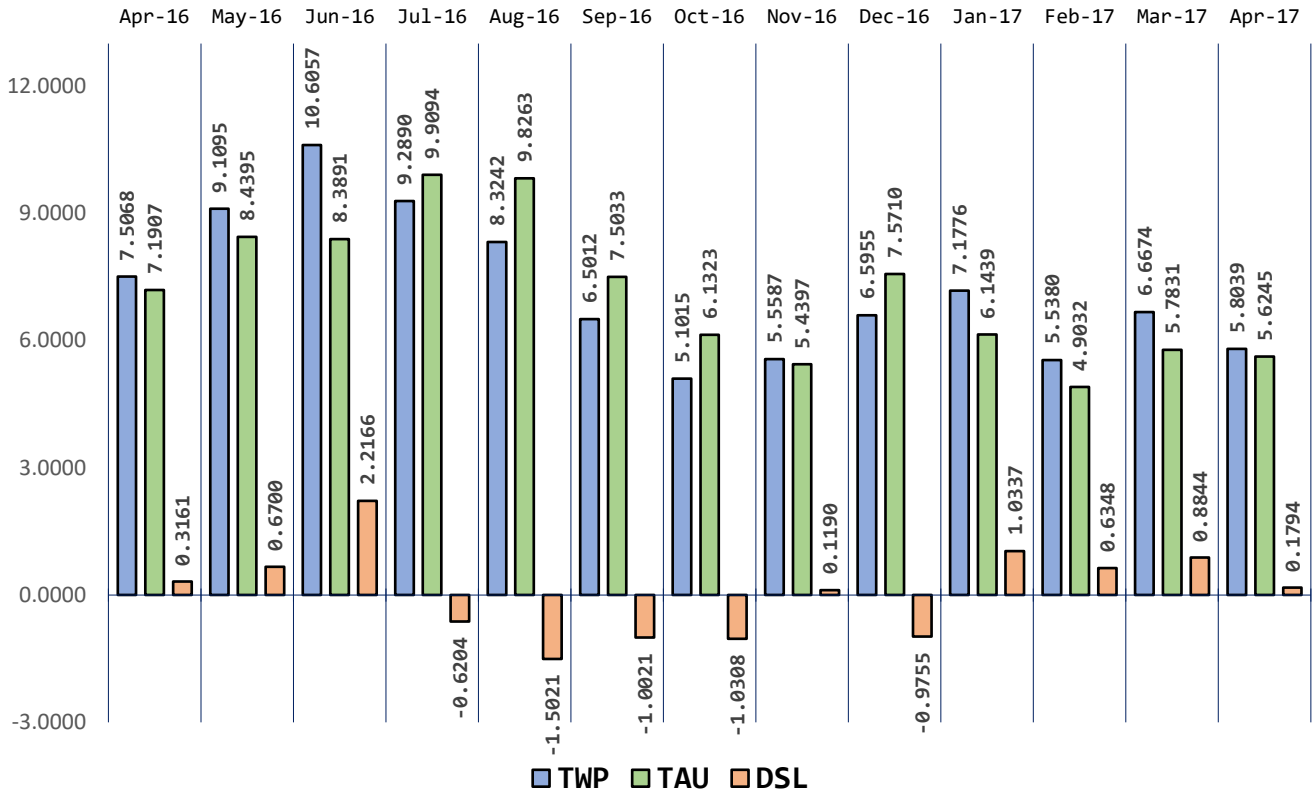
(MG= Million Gallons) (Mg/L= milligrams per liter) (Ug/L= micrograms per liter) (MCL= Maximum Contaminant Level) (cf.= Cubic Feet)

<b>Total Water Pump From All Wells in Metering Period (TWP)</b> ----->	<b>5.8039</b>	MG
Total Water Sold in Metering Period ----->	5.5733	MG
Total Filter Plant Backwash Water in Metering Period ----->	0.0511	MG
Total Water Main Flushing Water in Metering Period ----->	0.0000	MG
Total Other Authorized Water Use in Metering Period ----->	0.0000	MG
<b>Total Authorized Consumption in Metering Period (TAC)</b> ----->	<b>5.6245</b>	MG
Total Distribution System Leakage in Metering Period (DSL) ----->	0.0309	MG
Percentage of DSL in Metering Period ----->	3.1%	%
12 Month Running Total of TWP ----->	86.2722	MG
12 Month Running Total of TAC ----->	83.7183	MG
12 Month Running Total of DSL ----->	2.5538	MG
12 Month Average of Percentage of DSL ----->	3.0%	%

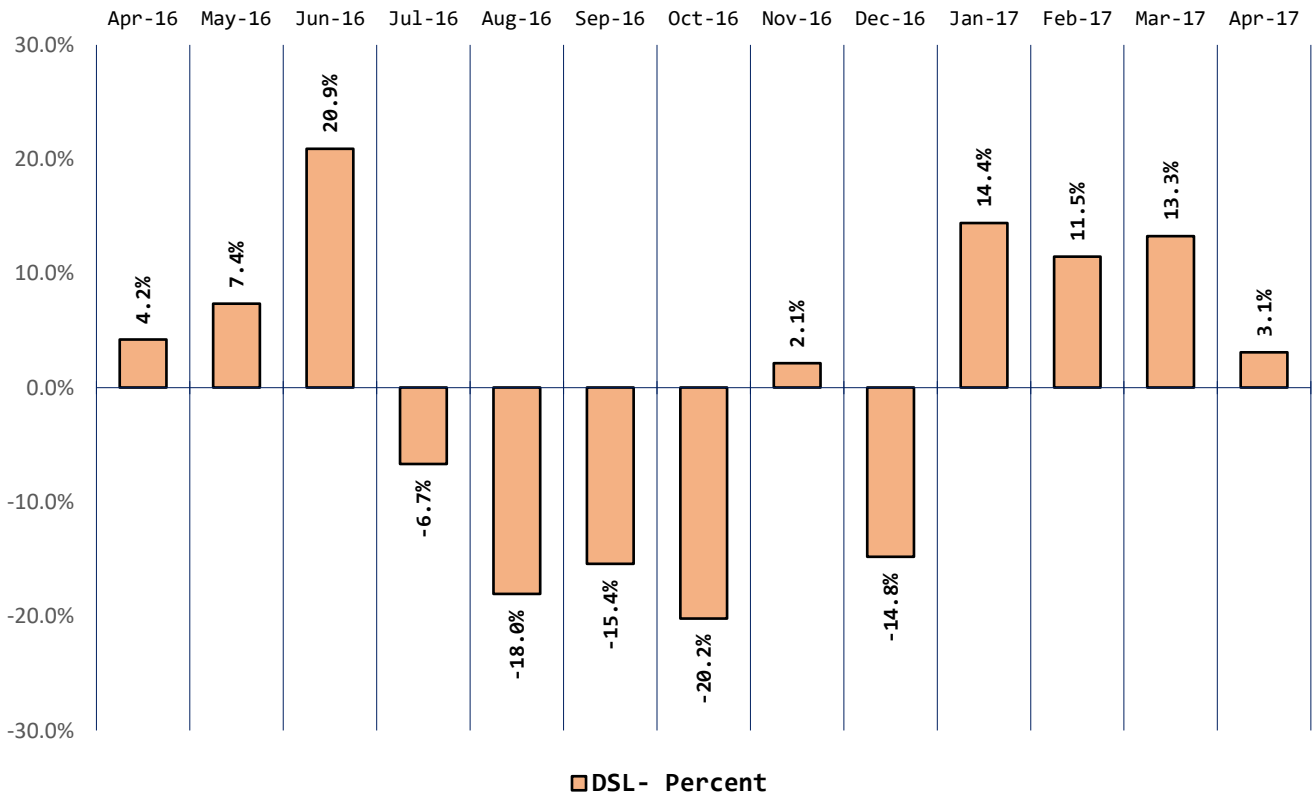
<b>2,597</b>	Residential Accounts	Paid Base Rates Totaling:	<b>104,414.00</b>
<b>101</b>	Commercial Accounts	Paid Base Rates Totaling:	<b>7,653.00</b>
<b>551,323</b> cf.	Residential Consumption	at \$0.0325 per c.f.	<b>17,918.00</b>
<b>193,800</b> cf.	Commercial Consumption	at \$0.0350 per c.f.	<b>6,783.00</b>
<b>4</b>	Fire-Flow Accounts	Paid Base Rates Totaling:	<b>764.00</b>
<b>5,450.00</b>	Surfside Contract + <b>1,577.00</b>	Reimbursements =	<b>7,027.00</b>
Other Income: ----->			<b>4,576.00</b>
Total Amount Billed in Billing Period ----->			<b>149,135.00</b>

Total Accounts Past Due in Billing Period ----->	<b>293</b>
Total Accounts Past Due Longer than 60 days in Billing Period ----->	<b>104</b>
Total Accounts Locked Off for being past due in Billing Period ----->	<b>9</b>
Total Number of Properties with Liens ----->	<b>35</b>
Total Number of Water Main Locates Completed in Activity Period ----->	<b>37</b>
Total Number of Water Quality Complaints in Activity Period ----->	<b>3</b>
Total Number of Customer Service Calls in Activity Period ----->	<b>94</b>
Total Number of Customer Valves Installed in Activity Period ----->	<b>0</b>
Total Number of New Services Installed in Activity Period ----->	<b>0</b>

### Water Use Efficiency Chart #1

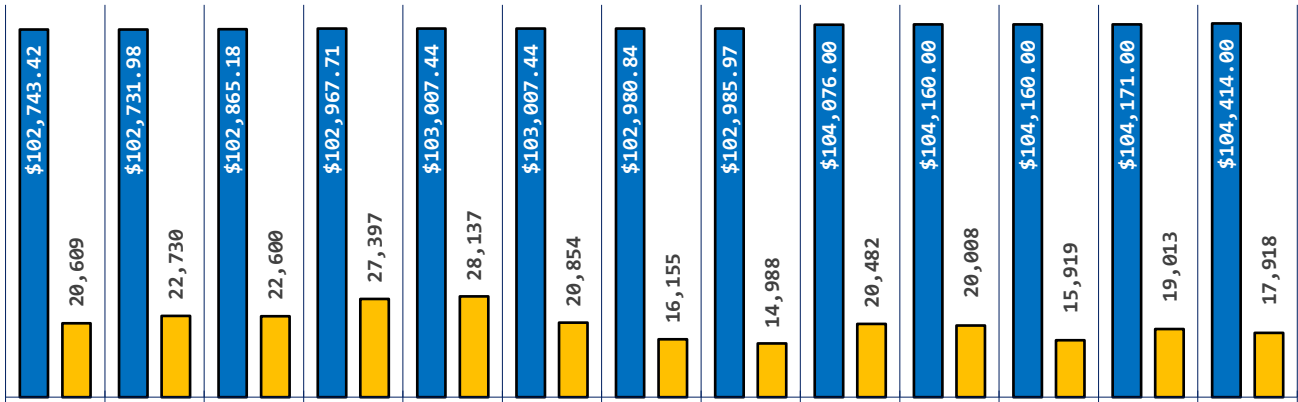


### Water Use Efficiency Chart #2



### RESIDENTIAL REVENUE

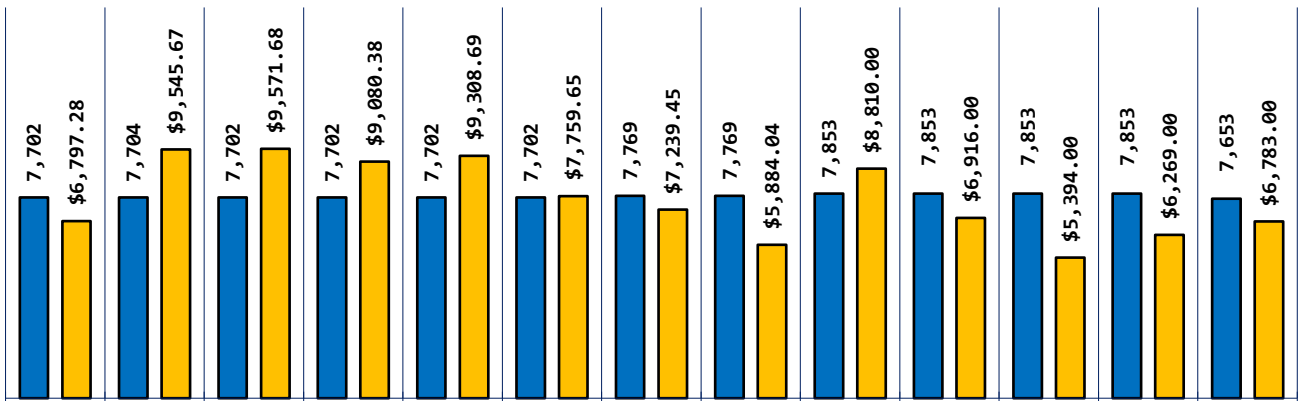
Apr-16 May-16 Jun-16 Jul-16 Aug-16 Sep-16 Oct-16 Nov-16 Dec-16 Jan-17 Feb-17 Mar-17 Apr-17



■ Residential Base Rate Billed    ■ Residential Consumption Rate Billed

### COMMERCIAL REVENUE

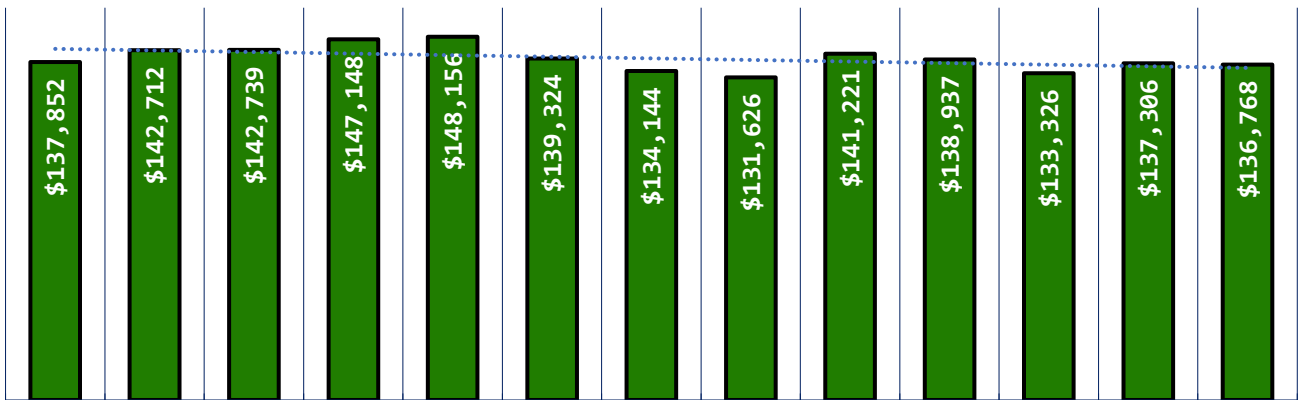
Apr-16 May-16 Jun-16 Jul-16 Aug-16 Sep-16 Oct-16 Nov-16 Dec-16 Jan-17 Feb-17 Mar-17 Apr-17



■ Commercial Base Rate Billed    ■ Commercial Consumption Rate Billed

### Total Amount Billed by NBWD By Month

Apr-16 May-16 Jun-16 Jul-16 Aug-16 Sep-16 Oct-16 Nov-16 Dec-16 Jan-17 Feb-17 Mar-17 Apr-17



■ Total Amount Billed    ..... Linear (Total Amount Billed)

05.15.2017

## General Manager Report June, 2017

To  
Board of Commissioners

From  
William Neal,  
General Manager

### DWSRF Project Status:

The South Wellfield Water Treatment Plant is not complete but we are operating it in a manual mode. We started operating the Plant the third week in May. We did not start the Plant until we had obtained water quality sample results that showed the water was in compliance with State and Federal water quality requirements. The Contractor will be on site June 21 through June 23 installing the last of the automation equipment and competing the programing, testing, and commissioning.

### North Wellfield Treatment Plant:

No progress on the North Wellfield project in May, 2017. Work will begin on the North Wellfield in late September or October. The North Beach Water District crew will be doing the mechanical upgrades to the North Wellfield Treatment Plant. The contractor will be doing the electrical upgrades, which include replacing the 230 volt open Y delta three phase power to 480 volt true three phase power. In addition, the contractor will be replacing the well pumps and motors in the North Wellfield. All of the improvements to the North Wellfield should be complete by the end of the year.

### Emond Easement:

The contractor is close to completing all of his contracted work on the South Wellfield Water Treatment Plant. When the contractor is finished we will need to contract with a contractor to complete the final grading of the site. I plan to incorporate the scope of work for the Emond easement access road in the scope of work for the final grading. I hope to complete the Z Street loop in December/January.

### Loomis Lake Crossing Project:

Work on this project is paused until an agreement with Sunset Sands is negotiated. Roger Taylor has contacted me and I hope to meet with him in the near future.

### Reduced Production In North Wellfield:

Robinson Noble has prepared a bid package for the well work. The anticipated amount is well below the \$50,000 dollar threshold for competitive bidding requirement. Therefore, Robinson Noble sent the bid package to four contractors who have extensive experience in constructing high performance water production wells. Bids are due on Wednesday June 21, 2007. We will probably need a special meeting in early July to award a contract.

End of Report

## North Beach Water District

Tel 360.665.4144 Fax 360.665.4641	2212 272 <sup>nd</sup> Street. Ocean Park, WA 98640	www.northbeachwater.com
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June 12, 2017

Subject: Request for quotes for well drilling and rehabilitation at the North Beach Water District's North Wellfield

To interested Contractors:

Robinson Noble, Inc. is requesting quotes for the drilling and testing of a replacement production well for the North Beach Water District of Ocean Park, Washington. The District requires the drilling on a well to replace their existing Well 7 and the cleanout and redevelopment of their existing Well 6. Robinson Noble is the hydrogeologic consultant for the project and will be acting as the Owner's representative. All work shall be done with cable tool drilling techniques. This is a Public Works Contract; applicable State prevailing wages shall be paid. A performance bond will be required for this project.

Questions regarding the attached technical specifications can be addressed to Mike Piechowski at (253) 475-7711 or via email to [mpiechowski@robinson-noble.com](mailto:mpiechowski@robinson-noble.com). To schedule an appointment to inspect the drilling site, please contact the District's General Manager, Bill Neal, at (360) 665-4144.

Included in this package are: 1) technical specifications, 2) location and site maps, 3) logs of the existing wells, and 4) quote forms. Please submit price quotes to:

North Beach Water District  
Attention: Bill Neal  
25902 Vernon Avenue, #C  
Ocean Park, WA 98640

by **3:00 PM, Wednesday, June 21, 2017**. Following receipt, all quotes will be submitted to the District for final approval. This project is time sensitive and quoted cost will not be the only criteria evaluated for contract award. Thank you for providing quotes for this project.

Respectfully submitted,  
**Robinson Noble, Inc.**

Michael F. Piechowski, LHG,  
Principal Hydrogeologist

**TECHNICAL SPECIFICATIONS  
FOR THE DRILLING OF  
North Beach Water District  
North Well 7 Replacement**

JUNE 2017

**1. General**

The North Beach Water District, herein referred to as the Owner, requires the drilling of one or more approximately 130-foot deep production wells located on the North Beach Peninsula at Ocean Park, Washington. The well site is located within the District's North Wellfield, within the southwest quarter of the northeast quarter of Section 28, Township 12 North, Range 11 West (Figure 1). The well is to be drilled using cable-tool drilling techniques. The selected drilling firm, herein called the Contractor, will provide a drilling rig with a minimum capacity of a Speedstar-71. The well will be drilled with 8-inch diameter casing and will be completed with a 5-inch diameter gravel-packed stainless-steel continuous-slot vee-wire well screen. Following completion and development, the well will be tested to demonstrate the production capacity. The attached well logs of nearby Wells 1, 4, 5, 6 and 8 (see Figure 1 for well locations) shows the general geology in the vicinity of the site from land surface down to the target aquifer. Robinson Noble, Inc., herein called Geologist, shall direct work for the project and act as the Owner's representative in activities associated with the drilling, design, construction, development, and testing of the well.

The Owner also requires the rehabilitation of their Well 6. Performance has declined since it was installed, so the Owner desires that this well be redeveloped with surge-and-bail techniques. It is anticipated that the redevelopment work will be performed while the well screen for Well 7 is being designed and the parts are ordered.

The Owner may wish to add an additional well to this contract depending upon the outcome of the evaluation of their Well 6. The selected Contractor shall agree to hold the prices bid for six months following final acceptance of the first completed well.

This is a Public Works project; State Prevailing Wages apply, and there will be a 5% retainage. Bid and performance bonds are also required.

Time is of the essence in this project. The District will consider scheduling and availability as well as cost in the evaluation of bids.

**2. Scope of Work**

The intents of this contract are to construct a production well that fully penetrates the target water-bearing zone to replace the Owner's Well 7, redevelop the Owner's Well 6, then complete a pumping test of the new well and the District's wellfield. The well is to be drilled using cable-tool drilling methods using a single string of 8-inch inside diameter casing. Redevelopment of Well 6 shall be via surge and bail techniques. Testing will be directed by the Geologist, and may consist of up to a 72-hour constant rate test. The Owner will make arrangements for water discharge during testing.

Following completion of the drilling, the Geologist will determine the required well design, observe construction and development procedures, and then define and conduct the appropriate well testing procedures. A step-rate test and a long-term, constant-rate pumping test (of at least a 24-hour duration) will be completed by the Contractor at rates of up to 150 gallons per minute (gpm) from a setting of approximately 120 feet. Discharge water from these tests will need to be escorted away from the wellhead at a minimum distance of 200 feet to a point of discharge to be determined by the Owner.

All on-site work for the project will be completed between the hours of 8:00 AM and 6:00 PM on regular working days. There shall be no work performed on weekends or holidays unless specific approval for such work is granted by the Owner and the Geologist. Requests for such extended work shall be made at least 24 hours prior to the requested time. Completion time for the scope of work specified shall be within 90 calendar days from the issuance of notice to proceed. The project starting time shall be no later than 14 calendar days from the issuance of notice to proceed.

The Owner will provide access to the site prior to mobilization and shall be responsible for any site preparation, including an access road if required, and excavation of a temporary spoils pit near the well. Disposal of drill cuttings and water will be allowed on site and facilitated by Owner. Water is available on site.

Well drilling, construction, testing, and completion 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. Equipment and Materials**

3.1 Drilling Machine. Drilling and well rehabilitation shall be accomplished by cable-tool methods only with a rig of no less capability than a Speedstar-71. All appurtenant equipment including, but not limited to, bailers, jacks, and casing cutters 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 150 gallons per minute from a

120-foot setting in an 8-inch pumping chamber. The test pump shall be run in with two, 1-inch I.D. sounding tubes that can be either PVC or galvanized steel. The sounding tubes shall be strapped to the pump column at regular intervals and installed to the top of the pump. The bottom of the sounding tubes will be capped and sufficient holes or cuts will be made in the tube walls to facilitate water entry. Pump accessories shall 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 by the Contractor. Flow meters, if used, shall be calibrated against a known volume of water prior installation and include both instantaneous and totalized flow read-outs.

- 3.3 Drive Shoe. All permanent casings shall have a drive shoe that is forged or cast and of an industry-approved manufacturer. A shoe or armor plate on any temporary casing shall be of sufficient strength to allow that casing to be driven to required depth.
- 3.4 Surface Casing. The surface casing shall meet the requirements of holding an oversized hole to the minimum drilled depth of 18 feet and sustain roundness until extracted at surface-seal completion. This casing remains the Contractor's property.
- 3.5 Permanent Casing shall be new, or equal, with a minimum wall thickness of 0.322-inch for the 8-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 designed by the Geologist and provided by the Contractor as specified.

#### **4. Execution of Work**

- 4.1 Completion Time shall be within 90 calendar days of starting for the specified work. The project starting time shall be no later than 14 days after the date stated in the bid proposal or a specified time from Notice to Proceed. 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 his equipment in order to ensure continued project progress on the next regular workday.
- 4.2 Surface Seal. The surface seal shall consist of cement or bentonite grout placed from at least 18 feet in accordance with WAC 173-160-221 and 173-160-231. The grout shall be tremied into a



cased annulus with the outer temporary casing (12-inch) at least 4 inches in diameter larger than the permanent well casing. The outer temporary casing shall be fully withdrawn as the grout is placed from the bottom up. The Contractor is responsible for maintaining proper sealing procedures according to WAC 173-160-231(2).

- 4.3 Drilling shall be by churn-drill or drive-and-bail methods, and cuttings are to be removed with a sand-pump bailer unless otherwise authorized by the Geologist. Casing shall be kept within 5 feet of the bottom of the previously drilled hole at all times. The hole shall be drilled in such a manner that any 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.

At all times during the course of the work, the Contractor shall have on hand a supply of chlorine solution or dry chlorine. Chlorination shall be done on occasion 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.

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

- 4.4 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.
- 4.5 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.
- 4.6 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, and at least every 3 feet in water-bearing zones or as directed by the Geologist. Samples of water-bearing materials shall be collected from the entire contents of the sand-pump bailer. The bailer load shall be collected on a clean, 4' x 8'  $\frac{3}{4}$ -inch thick (minimum) plywood board (or equivalent) provided by the Contractor and the sample taken from a mix obtained therefrom. Samples shall be labeled with the project name, date and time collected, and true depth below ground.
- 4.7 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 at the beginning and end of the shift; location, size and length of screen; and progress of development work. 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.

- 4.8 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 and any foreseeable schedule conflicts. The Contractor is responsible for notifying the Geologist 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 on-site at all times.
- 4.9 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).
- 4.10 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. Other alignment tests will not be required unless doubt arises during the work. If the Geologist or Owner requires an alignment test, the Contractor will be required to conduct a test as specified by the AWWA Standard for Water Wells publication (ANSI/AWWA A100-06, Appendix D: Plumbness and Alignment—Procedure for Testing). The bid hourly rig rate shall be paid 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 the expense of the test and the expense of correcting or otherwise mitigating the misalignment.
- 4.11 Screen Setting and Pullback. The screen assembly shall be lowered into the fully cased well by methods approved by the Geologist. The casing shall be extracted by use of hydraulic jacks to the depth specified on the well completion diagram provided by the Geologist. No other pullback method shall be used without express authorization from the Geologist. Both the screen position and the level of filter-pack material, if used, shall be constantly checked by the Contractor during pullback. The Contractor assumes full responsibility for the accuracy of casing extraction measurements and the successful retraction of the casing as required. Unless otherwise directed, the Contractor will cut off the shoe with in-hole casing cutters to allow easier pulling. The shoe cut will be accomplished for the price bid, including running in, cutting and removing the cutter assembly.
- 4.12 Development of the well will be as directed by the Geologist. Development shall consist of bailing and surging with surge discs on the drill stem or other means (e.g. water jetting, air-lift pumping) as deemed appropriate by the Geologist. To enhance development, a chemical dispersant such as

Baroid's Aqua Clear Phosphate Free Dispersant (PFD) or equal, shall be used during the final stages of development. The dispersant shall be paid for under Item 8, extra materials.

- 4.13 Test Pumping. The test pump shall be initially set into a chlorinated water column. The test pump shall be run at variable speeds 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 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 each 12 hours 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.
- 4.14 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 completed well shall have a 1/4-inch steel plate cap welded in place. A 2-inch port and plug shall be installed on the cap to facilitate subsequent water level measurement. A steel ring shall also be firmly welded between outer casings (if used) and the permanent casing.
- 4.15 Well Decommissioning. 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 decommissioned in accordance with decommissioning procedures in WAC 173-160-381. In such case, no payment will be due the Contractor for work performed to decommission the well. In the event that the well is decommissioned by direction of the Owner, procedures must also meet the requirements of WAC 173-160, and the payment for the decommissioning procedures will be due.
- 4.16 Disposal of Cuttings shall be on site. The Contractor will coordinate with the Owner to have a temporary spoils pit excavated near the well. Throughout the drilling process the Contractor must make provisions to contain cuttings in such a manner as to prevent addition of turbidity to neighboring properties, stormwater systems, and local streams or water bodies. Cuttings can be permanently disposed of on site. The Contractor will coordinate with the Owner to occasionally clean out the spoils pit during the drilling process and identify an appropriate location for the permanent disposal of cuttings.
- 4.17 Well Rehabilitation. The Owner's Well 6 shall be rehabilitated via surge-and-bail techniques, as directed by the Geologist. Rehabilitation shall consist of bailing the screen clear of any accumulated sand, then surge-and-bail redevelopment of the screened interval (107-127 feet). Other means (e.g. water jetting, air-lift pumping) may be employed if deemed appropriate by the Geologist. To enhance redevelopment, a chemical dispersant such as Baroid's Aqua Clear Phosphate Free Dispersant (PFD) or equal, shall be used during the final stages of development. The dispersant shall be

paid for under Item 8, extra materials. Labor for the rehabilitation is paid at the rate bid for rig work (Item 7.9)

## **5. Submittals**

- 5.1 Daily logs. 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 at the beginning and end of the shift; location, size and length of screen; and progress of development work. 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.
- 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 a copy of the Washington State Water Well Report as submitted to the Department of Ecology as required by 18.104.050 RCW.

## **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, insurance to cover liability for 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 \$2,000,000. If requested, the Contractor shall provide the Owner with said certificate of insurance.

## **7. Measurement and Payment**

- 7.1 Mobilization 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 and the fee for the Washington Department of Ecology Notice of Intent.
- 7.2 Surface Seal payment shall be for a seal which consists of a 12-inch cased hole to at least 18 feet deep, with such casing having a 4-inch greater diameter than the uppermost permanent casing, and with such casing removed at job conclusion as the annulus is grouted. Price bid includes all

labor and materials to drill the oversized hole, provide temporary use of casing, maintain proper sealing procedures according to WAC 173-160-231(2), and to provide and place the seal.

- 7.3 Drive Shoe payment shall be for shoes welded to permanent casings and successfully driven to depth.
- 7.4 Drilling Hole for Casing shall be paid per lineal foot of 8-inch hole drilled below the surface seal casing.
- 7.5 Casing shall be paid for per lineal foot of permanent 8-inch casing set below land surface, plus two feet of final stickup. Price bid shall include labor for installation of casing, including any overlap casing, should casing reduction be required.
- 7.6 Shoe Cut shall be paid on a lump sum basis for a successful separation of the drive shoe from the permanent casing. The price bid shall include all costs for the provision of the cutter assembly, as well as running in, cutting, and removing the cutter assembly.
- 7.7 Commercial Well Screens and Fittings, delivered to the site, shall be paid for at the manufacturer's published price plus actual cost of freight. The screen order shall be made from the Geologist's design.
- 7.8 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, risers, spacers for well screen assemblies, chemical dispersant, and gravel pack material.
- 7.9 Authorized Rig Work shall be paid for 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. Hourly work will include, but not be limited to well screen installation and well development. No extra payment for hourly work shall be made when equipment being used is not in good working condition.
- 7.10 Provide and Install Test Pump; shall be paid for at the price bid, such payment to include provision, installation and final removal. 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 7.9. Price bid includes provision of an accepted discharge method for water pumped and any cost for additional hose or 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 tube(s).
- 7.11 Operate Pump 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

tube, or when the pump operation is below the requirements set forth in Items 3.2 and 4.13 unless otherwise agreed to by the Geologist.

This Item also includes operation of the 4-inch submersible pump for water quality sampling during well construction. Payment for this item will not be authorized when the pump is not operational or when the pump operation is below the requirements set forth in Item 3.2.

- 7.12 Stand-by/Shop Time shall be paid for any 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 for one employee to fabricate shop items. During geophysical logging, the Contractor will provide one employee for assistance as requested by the Geologist.
- 7.13 Salvage Credit at the price bid shall be deducted for all permanent casing that is recovered and reusable in lengths of 5 feet or more, and as agreed upon by the Contractor and Geologist. Such recovered casing becomes the Contractor's property. Labor for salvage is paid at the rate bid for rig work (Item 7.9).

## STANDARD CONDITIONS

### Article 1. Terms

The following terms as used in this Contract shall be defined and interpreted as follows:

- (a) "Contract" of "this Contract": The particular contract executed by the Contractor and the owner of which these Standard Conditions are integral parts.
- (b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is party thereto.
- (c) "Owner": The entity that is a part of this Contract, contracting under the official name of Thurston County Public Utility District #1.
- (d) "Subcontractor": Any person, firm or corporation other than an employee of the Contractor supplying, for and under agreement either with the Contractor or any Subcontractor of the Contractor, labor or materials, or both, at the site of the Project in connection with this Contract.
- (e) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.
- (f) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the Project.
- (g) "Surety": Any firm or corporation executing a surety bond or bonds payable to the Owner, securing the performance of the Contract either in whole or in part.

### Article 2. Time for Completion

The Contractor shall commence the performance of the Contract on the date stated in the Owner's notice to the Contractor to proceed and shall complete the performance of the Contractor in the time prescribed by Contract.

### Article 3. Conflict of Provisions

Unless otherwise specifically provided, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the Standard Conditions shall be void to the extent of such conflict or inconsistency.

### Article 4. Payments to Contractor

- (a) Not later than the thirtieth (30th) day of each calendar month, the Owner shall make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but the Owner may retain a sum equal to five percent (5%) of each estimate as a trust fund for the protection and payment of any person or persons, mechanic, Subcontractor or materialmen who shall perform any labor upon this Contract or work thereunder and all persons who shall supply such person or persons or Subcontractors with provisions and supplies for the carrying on of such work. Said trust fund shall be retained for a period of thirty (30) days following the final acceptance of the completed delivery of material covered by the Contract, and every person performing labor or furnishing materials or supplies toward the completion of said Contract shall have a lien upon said fund, provided notice to the lien as required by law be given. Following such thirty (30) day period, the trust fund or the amount thereof in excess of a sum sufficient to the trust fund or the amount thereof in excess of a sum sufficient to meet and discharge the claims plus costs, and attorney's

fees, or materialmen, laborers and persons furnishing supplies for the performance of the Contract, who have duly filed their claims under the law, shall be paid to the Contractor.

- (b) In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- (c) The making of any payment to the Contractor under this contract shall not relieve the Contractor of his obligation hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the Owner such completed work, finished product or structure as is specified in this contract, and until this contract is fully performed by the Contractor and the work, product or structure produced thereby is accepted by the Owner, the Contractor shall be obligated to repair, replace, restore or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise injured in any way; provided, however, that with respect to any major unit of the type mentioned in the first paragraph of this article, this particular obligation of the Contractor will terminate upon the completion by the Contractor and acceptance by the Owner of such major unit, and provided further, that all work and any structure, materials and equipment covered by any partial payments made by the Owner become the sole property of the Owner when such partial payment is made.

#### **Article 5. Payments by Contractor**

The Contractor shall pay:

- (a) For all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered.
- (b) For all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools and other equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.
- (c) To each of his Subcontractors, not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by the respective Subcontractor, to the extent of such Subcontractor's interest therein.

#### **Article 6. Termination for Breach, etc.**

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if he or any of his Subcontractors should violate any of the provisions of this Contract, the Owner may serve written notice upon him and his Surety of its intention to terminate this Contract, such notice to contain the reasons for such intention to terminate this Contract, and unless within ten (10) days after the serving of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work under the Contract and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his Surety shall be liable to the Owner for any excess cost or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in



completing the Contract, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the Project and necessary therefore.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner.

#### **Article 7. Owner's Right to Withhold Certain Amounts and Make Application Thereof**

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against the Contractor or any Subcontractor for labor or materials furnished for the performance of this Contract.
- (b) For defective work not remedied.
- (c) For failure of the Contractor to make proper payments to his Subcontractors.

The Owner in its discretion may apply such withheld amount or amounts to the payment of such claims. In doing so, the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

#### **Article 8. Extra, Additional or Omitted Work - Payment**

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deduction from work to be performed or the materials to be furnished pursuant to this Contract.

No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract, and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized in behalf of the Owner. No charge for any extra work or any other change in this Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, and the price therefore is stated in such written authority.

Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition or deduction, shall be determined by one or more of the following methods:

- (a) By an acceptable lump-sum proposal from the Contractor.
- (b) By unit prices contained in the Contractor's proposal and incorporated in this Contract or fixed by subsequent agreement between the Owner and the Contractor.
- (c) By a cost method pursuant to which the Contractor shall be paid the cost of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing cost, reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for security, old age and unemployment benefits, and workmen's compensation insurance and surety bond premiums shall be considered. No overhead and profit shall be allowed on deductions for social security, old age and unemployment benefits. All other expenditures not enumerated above shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner

stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless as ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing specification, action, condition, omission, default, or other situation obligates or may obligate the Owner to pay additional compensation to the Contractor or to grant an extension of the time for the completion of the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) day period shall be deemed a waiver and relinquishment of any such claim against the Owner. If such notice be given in apt time, the procedure for its consideration shall be as stated above in this Article.

#### **Article 9. Assignment of Contract**

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

#### **Article 10. Subcontractors**

- (a) Specialty Subcontractors shall be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty Subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that the performance of specialty work by Specialty Subcontractors will result in increased costs or inordinate delays.
- (b) The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by the Subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and Owner.
- (c) The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract.

#### **Article 11. Compliance with Specifications of Materials or Equal Clause**

Unless otherwise specifically provided in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be of the best available grade of their respective kinds. Whenever in the specifications any material, article, device, product, fixture, form, type of construction or process is indicated or specified by patent or proprietary name, by name of manufacturer or by catalogue number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired, and shall be deemed to be followed by the words "or equal," and if the Contractor proposed to make any substitution, he shall, at the time bids are submitted make any requests for such substitutions and accompany them with complete physical and technical data, name and address of authorized service representative and

other pertinent data required. The Owner shall be the sole judge as to the quality of the substituted article.

#### **Article 12. Inspection by Owner**

The Owner and its representative shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his Subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the specifications require work to be successfully tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without approval or consent thereto by the Owner. Should any such work be covered up without notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

#### **Article 13. Tests**

The cost of any inspection and test of materials made by or at the request of the Owner shall be borne by the Owner.

Where such inspection and testing are to be conducted by an independent laboratory or agency, the sample or samples of materials to be tested shall be selected by such laboratory or agency, or the Owner's representative and not by the Contractor.

#### **Article 14. Personal Interest of Owner's Officials**

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract, or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract relating to the performance of this Contract.

#### **Article 15. Patents**

The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including all costs and legal expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

## **Article 16. Mutual Responsibility of Contractors**

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor of any other Contractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by the Owner in the prosecution of the Project to the end that the Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the site of the Project. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous execution of some other contract or contracts, the Owner shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether the work under the Contracts can be coordinated so the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award of performance or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of the Owner respecting the order of precedences in the performance of contracts.

## **Article 17. Notice and Service Thereof**

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

- (a) If the notice is given to the Owner, by personal delivery thereof to the individual duly authorized to direct and supervise the Project for the Owner; or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to the Owner for the attention of said individual, postage prepaid and registered.
- (b) If the notice is given to the Contractor, by personal delivery thereof, to said Contractor or to his foreman at the site of the Project; or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and registered.
- (c) If the notice is given to the Surety or any other person, by personal delivery to such Surety or other person; or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such Surety or other person at the address of such Surety or other person last communicated by him to the party giving notice, postage prepaid and registered.

## **Article 18. Materials, Services, Facilities, and Sanitary Provisions**

- (a) It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Contract within the specified time.
- (b) The Contractor shall make proper sanitary arrangements for the convenience of all persons employed on the work and shall rigorously prohibit the committing of nuisances. The number,

type, and location of such facilities shall be subject to the approval of the Owner.

#### **Article 19. Warranty of Title**

No material, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or by the city. In the event of installation of any such metering device or equipment, the Contractor shall advise the Owner as to the owner thereof. Nothing contained in this Article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Article shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

#### **Article 20. Care of Work**

- (a) The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by Owner.
- (b) The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.
- (c) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.
- (d) The Contractor shall shore up, brace, underpin and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site of the Project which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (e) In an emergency affecting the surety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act if instructed to do so by the Owner.

#### **Article 21. Use of Premises**

- (a) The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.
- (b) The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

#### **Article 22. Removal of Debris, Cleaning, Etc.**

The Contractor shall, as directed by the Owner during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clean. Upon completion of the work, he shall remove all equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition, and do all other cleaning and washing required by the Specifications.

#### **Article 23. General Guaranty**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor or liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall occur within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

#### **Article 24. Insurance**

- (a) In addition to such other insurance that may be required under this Contract, the Contractor shall provide adequate workmen's compensation insurance for all employees employed under this Contract on the Project who may come within the protection of workmen's compensation laws and shall provide employers' general liability insurance for the benefit of his employees not protected by such compensation laws; proof of such insurance satisfactory to the Owner shall be given.
- (b) All insurance required to be carried under this contract shall be written with such company as may be acceptable to the Owner. Satisfactory certificates of said insurance shall be filed with the Owner in triplicate prior to the commencement of operations by the Contractor.
- (c) The Contractor shall be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued in policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operations.
- (d) If the Contractor has fully satisfied the Owner of his responsibility and capacity under the applicable workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such a case, the insurance required by Paragraph (a) of this Article need not be provided.
- (e) In the event the form of any policy or certificate, or the amount of the insurance, or the companies writing same are not satisfactory to the Owner, the Contractor shall furnish other policies or certificates in form and amount with companies satisfactory to the Owner. The Contractor shall not cause any policy to be canceled or permit it to lapse, and all policies shall include a clause to

the effect that the policy or certificate shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation.

- (f) The Contractor shall hold the Owner harmless from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to, loss or destruction of property or personal injury suffered by the Owner or any person, firm or corporation due to the negligence of the Contractor, its employees, agents and Subcontractors.

#### **Article 25. Reports**

The Contractor and each Subcontractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the Owner.

#### **Article 26. Contract Security**

- (a) The Contractor shall furnish a surety bond (or bonds) in form (or forms) satisfactory to the Owner as security of the faithful performance of the Contract, including the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The surety (or sureties) on such bond (or bonds) must be with a duly licensed surety company (or companies).
- (b) The Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the amount of the Contract.

#### **Article 27. Accident Prevention and Safety Requirements**

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

The Contractor is obligated to follow all requirements for safety practices that are appropriate to the trade being accomplished at the site.

#### **Article 28. Eight-Hour Law and Payment for Labor**

The Contract agrees that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day; provided that, in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half (1-1/2) times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday, or legal holidays, shall be performed without additional expense to the Owner.

#### **Article 29. Compliance with Public Works, Wage Rates, Fringe Benefits, Etc., Required--Contractor to File Affidavit of Wage Rates**

- (a) The prevailing rate of wage to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCS, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule or prevailing wage rates for the locality or localities where this Contract will be performed as

determined by the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this Contract as though fully set forth herein.

- (b) The Contractor on or before the date of commencement of work shall file a statement under oath with the Owner 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 be not less than the prevailing rate of wage. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.