CONTRACT PROVISIONS and SPECIFICATIONS

Edison Wastewater Treatment Facility Maintenance & Repair Services

SMALL PUBLIC WORKS PROJECT
SKAGIT COUNTY PLANNING & DEVELOPMENT SERVICES

Must be an approved contractor on the Municipal Research and Services Center (MRSC) Roster in order to Bid this project: http://www.mrscrosters.org

GENERAL INFORMATION

PROJECT TITLE:
EDISON WASTEWATER TREATMENT FACILITY MAINTENANCE & REPAIR SERVICES

INTENT OF CONTRACT:
The contract shall continue for a term of four (*4) years* from the date of execution, with the option to renew for no more than two (*2*) additional years.

Skagit County estimates the value of the Contract shall not exceed ***$350,000***. The estimate is based on past experience, and the value of the Contract may vary. Work will be provided on a regular schedule along with on-call services on an as-needed basis. Skagit County cannot guarantee the Contractor any amount of work for this contract period.

This contract is for maintenance and repair services for Skagit County's Clean Water District Edison Subareas Wastewater Treatment Facility, Commercial Businesses septic and grease traps along with Residential septic systems.

Contractor requires knowledge of Wastewater Treatment Facilities with water collection system. Must have analytic sampling experience and supplies to fulfill this requirement. Requires knowledge of air vac units, level control, removal and replacement of pumps, maintaining grease interceptors and must have a minimum back truck of 3,000 gallons.

BID DUE DATE: ***Monday***, ***December 07*****, 2026,** no later than **4:00pm**.

PREVAILING WAGES:
This work is considered a Public Work and therefore the Contractor is subject to pay his employees not less than the "prevailing rate of wages" as set forth by the Washington Department of Labor and Industries. Bidders are advised to consider this charge when tabulating bids.

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding forty-five (45) calendar days following the bid date and hour. All bidders agree to be bound by their bids until the expiration of this stated time period.

CONDITION OF AWARD:
It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. The Board of Skagit County Commissioners reserves the right to reject any or all bids for cause and to waive minor irregularities in the bidding.

EXECUTION OF CONTRACT:
Within ten (10) calendar days after the Award date, the successful Bidder shall return the signed contract, all required insurance certifications required, and any other required documentation as specified in this document. Skagit County may grant up to a maximum of ten (10) additional calendar days after the Award date for return of the documents, provided that Skagit County deems the circumstances warrant it.

FAILURE TO EXECUTE CONTRACT:
Failure to return the insurance certification and bond with the signed Contract as required, or failure or refusal to sign the Contract shall result in forfeiture of the proposal bond of this Bidder. If this should occur, the Contracting Agency may then Award the Contract to the second lowest responsible Bidder or reject all remaining bids. If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Proposals are rejected.

INSURANCE:
The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of $1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary. The type of insurance required by this Agreement is marked below.

1) Commercial General Liability Insurance
Certificate Holder – Skagit County
The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.
Thirty (30) days written notice to the County of cancellation
of the insurance policy.

2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

DESCRIPTION OF SERVICES

SCOPE OF WORK:
Skagit County is interested in obtaining the services of a Wastewater Treatment Maintenance Contractor to provide regularly scheduled and on-call services and repairs to the Edison Wastewater Treatment Facility and connections within the Edison Subarea, located in Skagit County.

ANTICIPATED SERVICES:
The service contract will consist of, but may not be limited to, all phases of temporary or permanent assembly, installation, maintenance, repairs, and other related miscellaneous items. It is anticipated that 90% or more of the work will be performed during the Contractor's normal business hours; however, emergent response time is required within two (2) hours. The following is the Monthly, Quarterly, Yearly and On-Call services anticipated but not limited to:

Monthly Duties:

a. Read and record the water meter readings at a minimum of seven (7) commercial food preparation sites per year and the Edison School (readings should be on a regular interval at the same time and same day of the month, with adjustments for weekends). Create a written record and forward to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee.

b. Pump the Clarifier to the Main Tank at the Wastewater Treatment Facility.

c. Read and report Lift Station pump readings along with maintaining the Lift Station as needed monthly.

d. Visually inspect the Pump Station, record the run and cycle times, create a written record and forward to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee.

e. Report any ponding, loose lids or other visually observed issues at the Residential and Commercial sites. If repairs are needed, billings need to be submitted directly to the Resident or Commercial business. Edison Fund 150 and Skagit County are not responsible for bills incurred for Residential and Commercial businesses.

f. Attend the monthly Edison Advisory Board meetings to report on maintenance issues and provide recommendations on the best maintenance practices.

g. Prepare monthly invoices for the fixed monthly billing rate which includes monthly, quarterly and yearly duties.

    a. **2027 billing rate**: **$**_____

b. **2028 billing rate**: **$_____**
c. **2029 billing rate: $_____**
d. **2030 billing rate: $_____**

h. Create a written and electronic record and provide the copies of results in both written and electronic format to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee along with any grease or Septic Tank Effluent Pump (STEP) tank measurements.

i. Attend the Edison Advisory Board meetings, once monthly, every third Wednesday of the month at 5pm.

Quarterly Tasks

a. Visually inspect all tank lids to confirm that they are fastened down and watertight. Any leaking or loose rings, risers, or lids shall be scheduled for correction and repaired.

b. Record cycles and run hours on running time meters for all pumped tanks and record the information in a written and electronic format that is provided quarterly to the Edison Advisory Board. Inform Edison Advisory Board of unusual or excessive run- time cycle counts or low use sites.

c. Determine the thickness of the scum and grease layers at a minimum of seven (7) Commercial food preparation sites, along with the Edison School to determine whether pumping is required and provide this information to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee.

d. Read and record the wastewater usage for those homes north of the Edison Slough by reading the wastewater flowmeter at the Lift Station and provide gallons per day per site usage information.

e. FOG (Fats, Oils, and Grease) and BOD (Biological Oxygen Demand) sampling of the Commercial sites and the Edison School shall be conducted at a minimum of quarterly. Upon the Edison Advisory Board' s request, additional sampling may be needed. These samples shall be of a grab and composite method and follow Ecology-Certified Laboratory methodology for sampling and analysis.

f. Create a written and electronic record of the above information and results, and provide copies, in both formats, to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee.

Yearly Duties:

a. Using an industry standard measuring device (e.g. sludge judge) to accurately and reliably determine the sludge depth in feet and inches:

b. Measure the sludge depth in feet and inches, referenced from the bottom of the tank, and scum thickness measured in feet and inches, for Residential Tanks, and document the levels for all residential tanks in both written and electronic format and provide copies of both formats to the Edison Advisory Board.

c. Measure the sludge depth in feet and inches, referenced from the bottom of the tank, and scum thickness measured in feet and inches, for all Commercial and Edison School (grease and septic), main plant tank and small settling tank, and record the information for all tanks in both a written and an electronic format and provide copies of both formats to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee.

d. Provide advance notice to each site when the sludge measurements will be taken (via email, regular mail, phone, or other means).

e. Inspect (all) the pigging ports and Air Release Valves (ARVs), and check that they are operable and free of grease plugs. Inspect collection lines for wear, infiltration, and plugging. Provide written confirmation of inspection to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee.

f. Create a written and electronic record of the tank results and provide copies of both formats of the results of all above inspections to the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee.

g. Residential pump and septic tanks, filters and operating parts shall be inspected at a minimum annually on a schedule as determined by the Edison Advisory Board.

h. Any required maintenance for observed problems shall be submitted to the Edison Advisory Board in writing for approval and repairs shall be scheduled. Maintenance and/or repairs under this section shall be billed directly to the property and/or business owner at the contractor’s billing rate(s).

On-Call Activities by the Edison Board

a) Additional sampling sites, maintenance activities and/or repairs may be requested in writing from time to time by the Edison Advisory Board (and written notice provided to Skagit County) due to activities on site. When this happens, the Contractor shall bill the subject property and/or business owner directly at the contractor's approved billing rate(s). Services include but are not limited to:
    - Responding to alarm callouts for the Pump Station or Lift Station.
    - Responding to alarm callouts for Residential or Commercial Businesses.
    - Tank/Lid repairs noted in inspection reports.
    - Pump Station repairs and maintenance.
    - Under house inspections for Residential.
    - Pumping of Commercial and Edison School Tanks along with Grease Traps.
    - Pumping Residential Tanks.
    - Utility Locate for public right of way.
    - Utility Locate for Residential or Commercial.
    - Repairs to components of the sewer connection downstream of the influent flange of the septic or grease interceptor tank.

b) For any On-Call service work performed, Contractor may bill at an hourly rate of:
    a. **2027 rate $**_____ per hour
    b. **2028 rate $**_____ per hour
    c. **2029 rate $**_____ per hour
    d. **2030 rate $**_____ per hour

c) On-Call services must be submitted on separate invoices with proper documentation of the specific services provided, not to exceed:
    a. **2027 $**_____ per calendar year
    b. **2028 $**_____ per calendar year
    c. **2029 $**_____ per calendar year
    d. **2030 $**_____ per calendar year

d) On-Call or as needed maintenance invoices must be approved and signed off by the Edison Advisory Board and/or their designee along with the Planning Director or his/her designee before invoices are submitted or paid.

e) Contractor acknowledges that the Edison Fund 150 nor Skagit County shall not be liable for fees and costs incurred by Businesses and/or Residents for On-Call Services. Refer to Skagit County Code 12.64.

Materials for Service

- Required tools, lids, pumps, valves, seals, etc. purchased for the maintenance of the Edison Subarea Sewer System must be billed at the time of Service.

- Invoicing for Businesses and/or Residents: materials used or purchased to address a maintenance concern must be added to the invoice as part of the cost of service and billed directly to the Businesses and/or Residents at the time of service. Edison Fund 150 and Skagit County are not responsible for bills incurred for Businesses and/or Residents. Refer to Skagit County Code 12.64.