

**KITSAP COUNTY
PUBLIC WORKS SEWER UTILITY DIVISION**

**REQUEST FOR PROPOSALS
2018-148**



YUKON HARBOR GRINDER PUMP MAINTENANCE

REQUEST FOR PROPOSAL
2018-148
PUBLIC WORKS DEPARTMENT
SEWER UTILITY DIVISION
YUKON HARBOR GRINDER PUMP MAINTENANCE
DUE: WEDNESDAY, AUGUST 29, 2018, 3:00 PM

Background

The Kitsap County Public Works Department, Sewer Utility is requesting a proposal for Maintenance Services for individual sewage grinder pump systems (GPS).

The Utility is in the process of constructing a sewer collection and conveyance system serving approximately 70 homes along Colchester Drive and Yukon Harbor Drive in the Manchester community of Kitsap County. Of those hook-ups, 26 homes are having E-One grinder pumps installed for conveyance of sewage from the property up to the mainline. Each of the homeowners will have signed a Grinder Pump Service Agreement (Attachment B), stipulating homeowner responsibility in operating and maintaining the GPS.

In accordance with Washington State Dept. of Ecology standards, the Sewer Utility will be responsible for maintaining the grinder pumps. A contractor is sought to perform this service which will include the items listed in attached Scope of Work (Attachment A).

SELECTION CRITERIA:

The Kitsap County Sewer Utility will evaluate all proposals based on the expertise described in the statement of qualifications to provide the requested scope of work. The proposal should include:

- Vendor profile indicating number of staff, years established, and key personnel
- Listing of municipalities/utilities currently using maintenance service
- Summary of how the scope of work will be met including:
 - Frequency of periodic inspections
 - Checklists used in inspections
 - Response times for emergency calls
 - Procedures deployed during emergency calls
 - Services provided and types of equipment used during emergency calls
 - Qualifications of staff to perform the work
- Client references from at least 3 municipalities or utilities using your services. Please include name, phone, and email contact information.
- Price quote including periodic inspection rates, staff and equipment hourly rates, other applicable rates and costs, and length of time over which quotes are applicable.

Tentatively, the project schedule is as follows:

- | | |
|--|-----------------------|
| • RFP published | August 2018 |
| • Submittal Deadline | August 29, 2018 @ 3PM |
| • Selection of consultant and contract award | September 2018 |
| • Maintenance period begins | January, 2019 |

Six (6) copies of the proposal must be submitted with the Request for Proposal number and the name and address of the respondent clearly stated on the outside of the envelope.

Please submit by mail to:

Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand delivery, express, or courier:

Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Public Works staff members will review and rate the statements of qualifications. Interviews of the top-ranked firms may be conducted based on the number and qualifications of submittals.

Technical questions regarding this request should be directed to Barbara Zaroff (360) 981-1767 or bzaroff@co.kitsap.wa.us

All costs for proposal preparation and negotiation incurred by the proposer, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the proposer. Attachments other than requested above will not be considered as part of the evaluation.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.
2. Rejection of any proposal not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of this Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the proposer in order to complete evaluation by Kitsap County.
7. Determination to select one or more proposers for attempted negotiation of a final contract. Decisions made by Kitsap County will be final.

SELECTION PROCESS

An RFP evaluation committee, comprised of Public Works staff, will evaluate each proposal received on or before the stated deadline. According to the criteria listed above, on its initial evaluation, the committee may:

1. Make a recommendation to the County's Public Works Department Director and request authority to negotiate a Contract with one or more consultants; or
2. Request additional information from the consultants whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more consultants whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their qualifications and cost estimates and then make a recommendation to the Public Works Director and request authority to negotiate a contract with one or more consultants.

The County reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

1. After proposals are evaluated, for the consultant with the highest score;
2. In the event that interviews are held, the consultant with the highest combined score of the proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the consultant's past performance and their ability to successfully perform the contract to be executed based on this RFQ, the County may, at its sole discretion, determine that the consultant is not the most qualified and may select the next highest-ranked consultant whose reference checks validate the ability of the consultant to successfully perform the contract to be executed based on this RFQ. In conducting reference checks, the County may include itself as a reference if the consultant has performed work for the County, even if the consultant did not identify the County as a reference.

CONTRACT NEGOTIATIONS

The County shall negotiate with the most qualified Consultant, as determined by evaluation of the responses and, if applicable, interviews. If the County is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a Contract is executed.

CONTRACTING PROVISIONS

All rights, titles to and ownership of data, material, and documentation resulting from this project and/or prepared for the County pursuant to this contract shall remain with the County and Ecology.

The County will not be considered liable or obligated to the selected consultant(s) for all phases of this project in the event that the contract between the County and the

aforementioned granting agencies is terminated for any reason.

All consultants, and any sub-consultants, must comply with any and all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof, which relate to or in any manner affect the performance of this agreement. Those requirements imposed upon the County as a pass-through recipient of state funds are thereby passed along to the consultant and any sub-consultants.

All consultants and any sub-consultants must carry adequate insurance coverage and must affirm being an equal opportunity employer with an affirmative action plan. Consultant(s) shall further certify that it will comply with the provisions of the Americans with Disabilities Act. Disadvantaged Business Enterprises (DBE) is encouraged to apply.

**-SAMPLE DRAFT-
CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for Professional Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and , having its principal offices at (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on and terminate on. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.
- 2.6 The Contractor will keep detailed records of service calls and maintenance for each property.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Contractor's Contract Representative

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.3 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.4 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contact, the coverage will include owned, hired and non-owned automobiles.

Miscellaneous Insurance Provisions.

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of

an extended-reporting period or “tail” coverage for a three-year period after completion of the services.

Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days’ prior written notice to the County. Any certificate or endorsement limiting or negating the insurer’s obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate “care of” the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers’ compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:
 - Risk Management Division
 - Kitsap County Department of Administrative Services
 - 614 Division Street, MS-7
 - Port Orchard, WA 98366
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of

the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor,

employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.

12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations

will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

DATED this ____ day _____, 20___. DATED this ____ day __, 20__

Attachment A

SCOPE OF WORK

The Grinder Pump System (GPS) shall include all mechanical equipment, assemblies, sub-assemblies, and components from the grinder pump inlet to and including the isolation ball valve upstream of the pressure main; and shall include all electrical equipment and components beginning with and including the alarm panel and ending with and including all electrical equipment and components within the grinder pump assembly as shown in current Kitsap County Sewer Utility design standards. Each home owner will have signed a Grinder Pump Service Agreement with the Sewer Utility, describing their obligations in using the GPS. (Attachment B).

1. Preventive Maintenance. Preventive maintenance shall include the following tasks:
 - a. Electrical
 - i. Clean and inspect electrical alarm panel and upper motor housing. Check for loose connections, burnt wires, and faulty components.
 - ii. Perform pump down test. Check for unusual noises or vibrations.
 - iii. Test emergency alarm and level control sensors.
 - iv. Check current draw and ensure readings are within normal operating range.
 - b. Mechanical
 - i. Inspect check valves at pump discharge assembly and collection valve box at the right of way for proper operation and leakage.
 - ii. Operate isolation valves at the grinder pump unit, cleanout box, and the collection valve box at the right of way. Ensure valves operate freely.
 - c. Inspect for "Grinder Pump Service Agreement" conformance (Attachment B).
2. Emergency Call Out Repairs. Emergency Call Out Repairs shall include the following tasks:
 - a. Respond to all notifications from a homeowner, homeowner's representative, or the County (Caller) as a result of a real or perceived malfunction in the operation of the GPS. Contractor shall make contact with the Caller within 1 hour and
 - i. Make a site visit to perform any necessary maintenance or repairs within 4 hours of the initial notification if instructions to the Caller fail to correct a malfunction which could result in a health, safety or environmental problem ("Critical Problem"), or
 - ii. Make a site visit to perform any necessary maintenance or repairs within 48 hours of the initial notification if instructions to the Caller fail to correct any other malfunction or problem not classified as a Critical Problem.

- b. Inspect for “Grinder Pump Service Agreement” (Attachment B) conformance
- 3. Planned Maintenance/Replacement. Planned Maintenance or Replacement shall include the following tasks:
 - a. Perform maintenance/replacement on the GP SYSTEM to correct known problems or potential system or equipment failures that result in Emergency Call Out Maintenance.
 - b. Inspect for “Grinder Pump Service Agreement” (Attachment B) conformance
- 4. Notification of Action Items. Contractor shall upon completion of a preventive maintenance, emergency callout maintenance, or planned maintenance work effort perform the following:
 - a. Leave with the homeowner or current tenant a Door Hanger report (Attachment C) containing action items required to correct any errors in operation or any use or modification of the areas that are in violation of the “Grinder Pump Service Agreement”, and a Customer Information Brochure (Attachment D).
 - b. In the event of preventive maintenance, emergency callout maintenance requiring a site visit, or planned maintenance work, provide County a maintenance service report identifying all inspections and work performed and a copy of the Door Hanger report within 48 hours.
 - c. In the event of an emergency callout maintenance not requiring a site visit, provide County a maintenance service report identifying the Caller, description of the malfunction reported and instructions given to the Caller to correct malfunction within 48 hours.

ATTACHMENT B

Example GRINDER PUMP SERVICE AGREEMENT

EXAMPLE

GRINDER PUMP SERVICE AGREEMENT

This Agreement is made this _____ day of _____, 20____
between the **Kitsap County Sewer Utility** (“County”) and
_____ (“Owner”).

SECTION 1: RECITALS

- 1.01 The County owns and operates a sewer system in Kitsap County Washington. Owner owns that certain real property legally described in Exhibit “A” attached hereto and by this reference incorporated herein (“Property”) and is in need of sewer service to the Property. In addition to compliance with all the County rules and regulations and the payment of all fees and charges for connection to the County’s sewer system, the installation of a grinder pump unit upon Owner’s Property is necessary to facilitate County sewer service to the property. Such grinder pump unit has or will be installed on Owner’s Property pursuant to this agreement which shall be owned by the County.
- 1.02 In consideration of the County’s ownership, operation and maintenance of the grinder pump unit on the Property, the Owner agrees to the certain terms and conditions relating to the grinder pump unit as set forth below.

SECTION 2: TERMS AND CONDITIONS

- 2.01 Owner shall provide the County and its representatives, continuous access to the grinder pump unit on the Property suitable for the operation and maintenance of the grinder pump unit which may include lifting, removing and replacing such unit or any part thereof. No landscaping, trees or shrubs shall be planted in the area of the grinder pump unit which would interfere with access thereto nor shall any construction or any other activity be undertaken in the area of the grinder pump unit which would interfere with such access. Any landscaping, trees or shrubs on the Property shall be maintained by Owner to provide continuous access to the grinder pump unit. Owner shall maintain continuous access to the top of the grinder pump unit and shall maintain the top of such unit with a clearance of at least two

inches above the yard subgrade whether such unit is located in a soil, grass, bark or other area upon the Property. If such unit is not accessible due to landscaping, trees or shrubbery, parked vehicles located over the unit or any other restriction, the Owner shall be assessed actual costs to the County to obtain access to the grinder pump unit

- 2.02 Owner shall provide and pay the cost of power for the grinder pump unit.
- 2.03 Owner shall pay sewer bills from the County which will include a maintenance charge for the grinder pump unit as established by County resolution. Owner shall also pay any assessed costs pursuant to Sections 2.01 and 2.04 which shall be assessed and processed with the sewer bill.
- 2.04 Owner shall be assessed actual costs of repair, as determined by the County, in the event of damage to the grinder pump unit caused by Owner's, tenant's or resident's activities and/or misuse of such unit. Misuse shall be defined by rules and regulations which have or will be adopted by the County and shall include but not be limited to the prohibition of glass, metal, plastic, paint, motor oil, rocks, ceramics and other materials in the grinder pump unit. Misuse shall also include unauthorized, use, damage of and/or tampering with County control panels or grinder pump tanks or other activity as may be established by rule or regulation. In the event of damage to the grinder pump unit, the County shall determine the cause of such damage and assess any charges for Owner's, tenant's or resident's activities and/or misuse of the unit and the cost of repair or replacement associated or relating thereto in its sole judgment and discretion.
- 2.05 Owner shall indemnify, defend and hold the County harmless and not responsible for damages to Owner or any third party arising out of any damage to personal or real property caused by the grinder pump unit for any reason including overflow, power failure, and/or temporary loss of service or from any liability for any personal injury or property damage relating in any way to the grinder pump station including its installation, operation, repair and maintenance, and from any power failure resulting in inoperation of the grinder pump unit for any period of time, except due to the sole negligence of the County. Further, Owner hereby releases the County from any damage to trees, shrubs, grass and any other type of landscaping relating to the grinder pump unit and the County will use reasonable care to avoid any such damage.
- 2.06 Enforcement of this agreement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any term or condition herein, either to restrain violation or recover damages. Failure by the County, or any successor thereto, to enforce any term or condition contained herein shall in no event be deemed a waiver of right to do so thereafter.

2.07 All terms, conditions and provisions herein shall be covenants running with the land described in Exhibit "A" attached hereto and shall be binding upon the parties' successors, heirs and assigns. The County shall record this agreement following its signature by the Owner and the County with Kitsap County Auditor's Office.

By _____
("Owner")

By _____
("Owner")

(Notary Acknowledgement on Next Page)

STATE OF WASHINGTON)

)

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person (s) who appeared before me, and said person (s) acknowledged that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington, residing

at _____

My Appointment

Expires _____

ACCEPTED THIS _____ day of _____, 20_____.

COUNTY OF KITSAP

By _____

Its _____

ATTACHMENT C



Kitsap County Public Works Sewer Utility Division

Residential Grinder Pump System Maintenance Notification

Dear Customer:

This notice is to inform you that a site visit has been made to perform maintenance on the residential grinder pump system at this address. XXXXX. provides this service under contract to Kitsap County.

The type of maintenance performed as well as any additional customer action required is noted in the check boxes below.

- Preventive Maintenance
- Planned Maintenance
- Emergency Maintenance

- Customer Action Required

Date: _____ Time: _____

A further explanation of the maintenance performed and any customer action required is provided on the back of this form.

For additional information, please refer to the Residential Grinder Pump Customer Information brochure or contact _____.

Customer Actions Requires:

Service Description:

Service Technician Signature

ATTACHMENT D

Residential Grinder Pump System Operating Tips

Your familiarity with the precautions outlined below is important to the reliable operation of your residential grinder pump system.

- Become familiar with the general function, layout, and limitations of the system
- Know the location of the pump basin and control panel outside your home and the location of the grinder pump system circuit breaker within your home
- Do not flush glass, metal, shells, rocks, diapers, rags, cloth, disposable wipes, sanitary napkins, tampons, plastic, gasoline, motor oil, flammable material, or explosives into the system
- Keep the pump basin access cover and control panel easily accessible at all times
- Don't cover the pump basin access cover, except as approved by Kitsap County
- Do not drain hot tubs or add excessive flow to the system
- Do not dig without first identifying the location of buried underground electrical cables and piping
- Limit water use during a power outage – without power the pump basin can only hold 5 to 10 toilet flushes before it overflows
- If you have an emergency generator that you plan to use for the grinder pump system be familiar with your generator and the grinder pump system transfer switch before a power outage occurs
- In case of pump failure or system alarm, minimize water usage and contact the Service Representative
- If your residence is left unoccupied for more than a couple of weeks purge the system by running clean water into the unit until the pump activates, shut off the water and then allow the pump to run until it shuts off automatically

Thank you for your attention to these details. With proper care and attention your residential grinder pump system should provide many years of trouble free service.

Dear Customer:

This information is being provided to you because the residence at this address is equipped with a residential grinder pump system. This system takes liquid waste from your home and pumps the waste to the County's sewage conveyance system located in the public right of way. The residential grinder pump system at this residence includes a pump, pump basin, piping, and electrical controls.

The system is owned by Kitsap County and as the homeowner or tenant you are responsible for its proper usage. It is essential that certain precautions be observed to insure safe and reliable operation of the system. Improper care or misuse of the system could cause a failure that may result in a sewage back up into the residence as well as costly repairs being billed directly to you. This information is provided 1) to all new residents or tenants, 2) each year as annual customer reeducation, and 3) during each maintenance site visit.

Maintenance of the system is performed XXXXXX under a service contract to Kitsap County. XXXXX is responsible for preventive maintenance, planned corrective maintenance, and 24 hr/day emergency maintenance. Under normal circumstances the fees for these services are included in the monthly sewer bill. However, all costs incurred by the County as a result of customer misuse of the system will be billed to the customer. Additional fees may also be billed to the customer if maintenance access to the system is denied or restricted.

The XXXXXX service representative for your residential grinder pump system is _____. If you have any questions about your system or need to report an emergency, he can be reached at _____. Your call will be returned within one hour and if necessary to resolve an emergency, a site visit will be made within four hours. If you need additional assistance you may contact _____. For additional information please review the Frequently Asked Questions.

Why should I be familiar with the grinder pump system?

Some problems can be inadvertently caused by homeowners or tenants because of their lack of understanding of their residential grinder pump system. Circuit breakers can be left off, too much flow can be added to the system, maintenance access can be obstructed, or prohibited substances can be flushed into the system. Simply taking the time to become familiar with the system can help to avoid many costly mistakes. Remember, your grinder pump serves only your residence, what you do directly affects its operation. Any costs incurred as a result of customer misuse, either intentional or unintentional, will be charged to the customer.



Kitsap County Public Works

Sewer Utility Division

614 Division St MS 27

Port Orchard, WA 98366



Kitsap County Public Works

Sewer Utility Division

Residential Grinder Pump System

Customer Information

What are my responsibilities?

- As the homeowner or tenant you are responsible for the gravity sewer from the building to the residential grinder pump basin inlet and for the power distribution system including the emergency transfer switch (if installed) from the building to the grinder pump alarm panel.
- XXXXXX is responsible from the pump basin inlet, through the pump, to the point of discharge into the County sewer main, and for the electrical equipment from the pump panel to the pump motor.
- County is responsible from the point of connection to the sewer main at the right of way to the treatment plant.

What services are covered by my monthly grinder pump sewer charges? Your grinder monthly grinder pump sewer charges cover preventative maintenance, repair of normal wear and tear, and 24/7 emergency stand by response capabilities. Customer misuse of equipment, damage caused by operator error, or providing power during an electrical power outage is not covered by monthly grinder pump sewer charges.

What constitutes misuse of the grinder pump system?

- Flushing prohibited substances into the grinder pump system.
- Constructing unauthorized alterations around the pump basin or alarm panel.

What are prohibited substances?

Prohibited Substances that must not be flushed into the grinder pump system include glass, metal, shells, rocks, diapers, rags, cloth, sanitary napkins, tampons, plastic, gasoline, motor oil, flammable material, or explosives. The grinder pump must grind all solids into small pieces before they can be pumped into the County sewer. These prohibited substances can cause premature wear on the pump, plug the pipe lines, or cause the system to explode. These substances can also cause costly problems to the downstream infrastructure and treatment works. Customers will be charged for any damage caused by flushing prohibited substances into the residential grinder pump system.

Why must the residential grinder pump basin be above ground level?

First, maintenance personnel must have access to the pump basin at all times. Second, the system is designed to handle household waste only, ground water must not be allowed to enter the pump basin.

What if my home is going to be left unoccupied for longer than a couple of weeks?

During long periods of inactivity solids can harden and plug both the grinder pump and grinder pump basin. To prevent this from happening the system must be purged with clean water prior to being left inactive. Using the following procedure should help avoid any problems.

- Run clean water into the unit until the pump activates.
- Shut off the water and allow the grinder pump to run until the system shuts off automatically
- Caution: Do not disconnect power to the unit.

What should I do before I dig?

Your residential grinder pump system includes buried piping and electrical systems located on your property. Before digging near any area that may have these buried utility systems refer to the Easement Area Sketch included in your Easement Agreement for general system layout. If you determine that buried utility systems may be in the area where you will be digging you should then call 811 and a qualified technician will be scheduled to make a site visit to assist in locating the underground utilities on your property. For non-emergency work allow 3-5 working days for service.

What should I do in an emergency?

First cut your water use back to a minimum and then call your XXXXXX Service Representative. He will call back within one hour. Many times he will be able to help you troubleshoot and correct the problem without requiring a site visit. This is where your understanding and familiarity with the system will come in handy. If necessary he will make a site visit to correct an emergency within four hours.

What should I do in an electrical power outage?

Your residential grinder pump system will not work without power. Neither XXXXX nor the County are responsible for providing power to your system during a power outage. Most power interruptions are of a short duration and are of little concern. Simply limiting your water use during this time will avoid any problems. Typically your system will have reserve capacity for 5-10 toilet flushes. For longer duration power interruptions the grinder pump system can be supplied power through a manual electrical transfer switch, if one is installed. This is a procedure that requires close attention to detail that should be practiced before an emergency occurs. Any damage caused to the residential grinder pump system by improper operation will be charged directly to the customer.