

FIRGROVE MUTUAL WATER COMPANY

(253) 845-1542 • Fax: (253) 845-4728 • 10408 - 144th Street East • Puyallup, Washington 98374

November 4, 2019

Dear Tester,

Firgrove invites you to submit a bid for the 2020 Firgrove backflow testing contract. Customers have been given the opportunity to opt in to a Firgrove coordinated testing program. This program is not mandatory and the customer must submit a signed contract to participate in the program.

As a tester, you have the opportunity to bid each year on testing for customers who are in the Firgrove program. Annual competitive bidding provides testers with the opportunity to obtain the work and also allows Firgrove to offer its customers optimal pricing. Firgrove may select more than one tester, at Firgrove's sole discretion, if necessary. There are currently over 2,800 testable assemblies in Firgrove's backflow database and over 1,300 customers have signed up for this program.

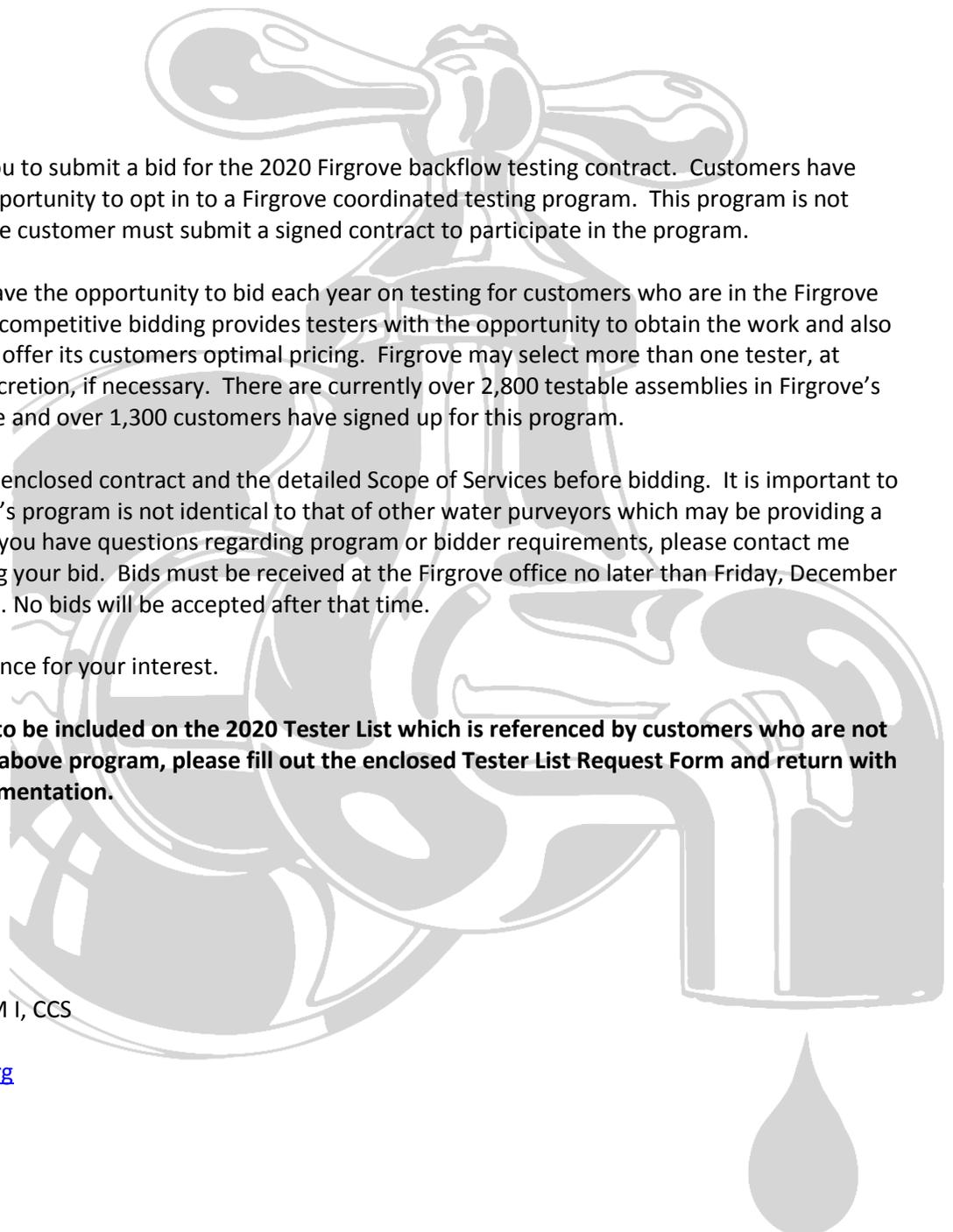
Please review the enclosed contract and the detailed Scope of Services before bidding. It is important to note that Firgrove's program is not identical to that of other water purveyors which may be providing a similar service. If you have questions regarding program or bidder requirements, please contact me prior to submitting your bid. Bids must be received at the Firgrove office no later than Friday, December 6, 2019 at 4:00pm. No bids will be accepted after that time.

Thank you in advance for your interest.

If you would like to be included on the 2020 Tester List which is referenced by customers who are not signed up for the above program, please fill out the enclosed Tester List Request Form and return with appropriate documentation.

Sincerely,

Kristen Best, WDM I, CCS
(253) 286-2835
kbest@firgrove.org



Backflow Testing Agreement

This Agreement made and entered into this _____ day of _____, 20____, by and between Firgrove Mutual Inc. (Firgrove) and _____ (Contractor), providing backflow testing and repair services.

Whereas, Firgrove requires backflow testing and repair services; and

Whereas, public convenience and necessity require the services of a Contractor with experience in backflow assembly testing to accomplish such work; and

Whereas, Firgrove finds that Contractor is qualified and experienced in performing the required services; and

Whereas, Firgrove desires to engage the services of Contractor to provide backflow testing and repair services;

Now, therefore, Firgrove and Contractor, for the considerations hereinafter set forth, mutually agree as follows:

A. Employment

The term of this agreement is for the calendar year, and unless renewed, the agreement shall expire on December 31 of the year the agreement is executed.

Firgrove does hereby retain Contractor to perform specifically requested service hereinafter more particularly described in the Scope of Services.

Contractor hereby agrees to perform the backflow testing and repair services, when requested, as set forth in the Scope of Services.

B. Attachments

The following attachments are incorporated by reference into this Agreement:

Exhibit A – Scope of Services

Exhibit B – Bid Proposal Form

C. Scope of Services

The Scope of Services is more specifically identified in Exhibit A – Scope of Services. Contractor shall commence the performance of its services under this Agreement upon receipt of notice to proceed from Firgrove to do so and shall perform the services in accordance with the schedule in Exhibit A, subject to delays for causes beyond the reasonable control of Contractor or as otherwise agreed to by Firgrove.

Changes in Scope of Services: Firgrove may require changes or modifications in the Scope of Services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or an increase, shall be on the same terms and conditions as set forth in Section IV or in a manner otherwise mutually agreed to by both parties.

D. Compensation

Payment for backflow testing and repair services for the items identified herein, except as to any disputed amounts, shall be made by Firgrove to Contractor and shall be considered as full compensation for all services rendered in accordance with the schedule defined in Exhibit B – Bid Proposal Form. Contractor shall submit detailed invoices itemized by address along with corresponding test reports with no more than 25 items per invoice.

E. Assignment of Contract (Subcontractors)

Contractor shall not assign this Agreement or assign or subcontract all or any portion of the work without prior written approval of Firgrove.

F. Indemnification

Contractor agrees to indemnify and defend Firgrove, its officers, employees, and agents against, and will hold and save them from harm from, any and all claims, damages, losses, or liabilities arising out of the negligent or intentional acts, errors, or omissions of Contractor in the performance of this Agreement; provided, however, the requirements of this Section shall not apply to that portion of such claim, costs, suit, or damages, which reflect the percentage of negligence of Firgrove compared to the total negligence of all persons, firms, or corporations which result in damage to Firgrove.

Contractor agrees that the provisions of the Section apply to any claim of injury or damage to the persons or property of Contractor's employees. As to such claims and with respect to Firgrove only, Contractor waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF FIRGROVE AND CONTRACTOR.

G. Insurance

Contractor shall maintain worker's compensation insurance to statutory limits, in compliance with state and federal statutes as appropriate.

Contractor shall maintain comprehensive general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of Contractor, pursuant to this Agreement, or from the use of automobiles and equipment of Contractor. The amount of this insurance shall not be less than \$2,000,000. Firgrove shall be named as an additional insured on the policy(ies).

Contractor shall provide Firgrove with proof of insurance and endorsement(s) to the insurance policy(ies) satisfactory to Firgrove evidencing all of the required coverages. Approval of the insurance by Firgrove shall not relieve or decrease the liability of Contractor.

H. Termination of Work

Firgrove, by notifying Contractor in writing, may terminate any or all of the work covered by this Agreement. In the event of termination, Contractor shall have the right to invoice for work in progress for the purpose of proper filing and closing of the job.

I. Warranty

The only warranty and guarantee made by Contractor in connection with the services performed under this Agreement is that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same of similar locality. No other warranty, express or implied, is made or intended by providing backflow assembly testing services.

J. Rights of Contractor and Employees

Contractor is an independent contractor and not an employee of Firgrove. No personnel employed by Contractor shall acquire any rights or status regarding Firgrove and Contractor shall be responsible in full for payment of its employees, including insurance, deductions, and all the like.

K. Miscellaneous

Firgrove and Contractor agree that if either party resorts to litigation to enforce this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney's fees and costs incurred on appeal to the prevailing party.

This Agreement and its attachments contain the entire understanding between Firgrove and Contractor relating to backflow assembly testing services. Any prior to or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

Contractor shall comply with all applicable Federal, State, and Local laws in the performance of this Agreement.

Contractor shall be able to identify themselves upon customer request; i.e. business card, drivers license, employment identification badge, etc.

This Agreement shall be interpreted and enforced according to the laws of the State of Washington. Any suit to enforce the provisions of this Agreement shall be brought in Pierce County Superior Court, Pierce County.

Should any provisions of this Agreement be declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed to depend upon any other provision unless so expressed herein.

Contractor Signature _____

Date _____

Name _____

Title _____

Mailing Address _____

Contact Phone _____

Firgrove Signature _____

Date _____

Larry Jones, General Manager

Exhibit A – Scope of Services

Work

Backflow assembly testing and applicable repairs and retesting as described below for Firgrove customers.

Bid Requirements

Copies of the following **must** be submitted with the signed contract and bid submittal form to be eligible for the contract award:

- State of Washington Business License
- Comprehensive General Liability Insurance not less than \$2,000,000
- Contractor's License
- Plumber's Specialty License
- Backflow Tester Certification
- Certificate of Gauge Calibration

It is understood that these items may not be valid for the entire year, and updated copies shall be provided by Contractor as items are renewed.

Test Requirements

1. Tester will test backflow assemblies using only current Washington State approved test procedures.
2. A test will consist of initial test and retest after cleaning or minor repairs as necessary.
3. Contractor shall provide a copy of current test kit calibration certificates for all test kits being utilized on tests for Firgrove customers and shall submit updated calibration certificates as needed.
4. Contractor shall provide a copy of current BAT certification for any tester completing tests for Firgrove customers.
5. Contractor shall attempt to utilize Firgrove test report forms as provided but may use their own form if needed. Contractor's form must be approved by Firgrove.
6. Contractor must be willing to test and repair all types and sizes of backflow assemblies in various location types (including but not limited to vaults, platforms, mechanical rooms, etc.).
7. For assemblies failing the initial backflow assembly test, Tester shall make minor repairs (such as cleaning, flushing, replacing plugs, flipping discs, etc.) and retest the assembly. The initial test, minor repairs, and retesting are included in the base testing fee. For assemblies that fail the retest, Tester shall make detailed notations on the test report including recommendations for potential repair or replacement for follow up by Firgrove. Customer will be notified and responsible for making repair and retest arrangements.
8. Test reports shall be complete when submitted. Tester is responsible for verifying all data is correct and all fields are complete.
9. Test reports will be issued on approximately the 1st of the month and will be due with a detailed invoice no later than the 5th of the following month. Exceptions may be permitted upon request when coordination for access proves difficult or circumstances are otherwise out of Tester's control.
10. The number of tests provided may vary and Contractor can expect that the majority of the testing will take place between April and August.
11. Firgrove will provide the test reports in route order whenever possible. Exceptions are rare.
12. Tests must be completed Monday through Saturday between 7:00am and 7:00pm for assemblies located near the street and Monday through Friday between 7:30am and 4:00pm for all other locations unless otherwise coordinated with Owner.
13. Tester is responsible for fully restoring Owner's property to its pre-test condition. Tester may note landscaping nuisances on test report.
14. Tester shall refer all complaints and/or issues to Firgrove.
15. For all backflow tests where assembly is not located near the street, Tester shall attempt to notify Resident of his/her intent to test when arriving at a property by knocking on the door. If there is no response, Tester may proceed with testing. For testing of assemblies requiring special access such as in crawl space, garage, or locked back yard, Tester shall coordinate access with Owner.
16. Contractor is responsible for notifying any and all Testers in their employ of these requirements prior to Tester attempting any tests.

Exhibit B – Bid Submittal

Company Name _____

Name of Person Submitting Bid _____

Title of Person Submitting Bid _____

Address _____

Phone _____ Fax _____

Cell _____ E-mail _____

Test Cost Per Backflow Assembly _____

References:

1 _____

2 _____

3 _____

4 _____

5 _____

I understand that I must provide the signed contract and copies of items noted in the Scope of Services with this bid submittal form to be eligible for contract award.

Signature _____

Date _____