

KITTITAS COUNTY PUD

2020 DOCK CREW

BID CALL # 20-003

Formal Bid Package Outline / Requirements (RCW 54.04.070 – 54.04.092)

All Kittitas County PUD formal bids for Labor, Material, Electrical Equipment, and Vehicles must follow the attached template

Section A. Advertisement for Bids

Section B. Instructions to Bidders

Section C. Bid Form

Section D. Technical Specifications

Section E. Contract

Section F. Bid Bond

Section G. Performance Bond

Section H. Payment Bond

SECTION A

ADVERTISEMENT FOR SEALED BID (BID CALL #20-003)

Sealed bids will be received by Public Utility District No. 1 of Kittitas County at the office of the District at 1400 Vantage Highway, Ellensburg, Washington 98926, on **December 13, 2019 until 3:00 p.m.**, at which time they will be opened and read aloud for the furnishing of the following:

Construction and Maintenance Dock Crew

Complete specifications and contract documents are on file at the office of the District and copies may be obtained by interested bidders by contacting the Operations Manager, Perry Wood, 1400 Vantage Hwy, Ellensburg, WA or email perry.wood@kittitaspud.com . Bids are to be made on all items covered in the proposal, for the complete work.

Each bid shall be accompanied by a certified check or bid bond, payable to the order of Public Utility District No. 1 of Kittitas County in the sum of 5% of the total amount of the bid, to be forfeited to the District by the successful bidder in case the bidder fails to enter into a contract and files an acceptable surety bond in the sum of the contract price to fulfill the conditions of the contract within ten (10) days from the date on which the bidder is notified. No bidder may withdraw its bid after the hour set for the opening thereof or before contract award unless the award is delayed for a period exceeding thirty (30) days.

All proposals must be made on the District's Proposal form and in accordance with the Instructions to Bidders. Bids shall be identified on the outside of the envelope as;

Bid No. Opening Date December 13, 2019 @ 3:00 PM

Public Utility District No. 1 of Kittitas County reserves the right to reject any or all bids, to waive all informalities in the bidding and to accept and split the award on an item basis unless the bidder so states in the bid that the bid is for all items or none. Public Utility District No. 1 of Kittitas County also reserves the right to accept the bid which the Commission feels will be in the best interest of the District regardless of bid price, and bidders by submitting bids agree to this condition.

Dated this 25nd day of November, 2019.

PUBLIC UTILITY DISTRICT NO.1
OF KITTITAS COUNTY

Perry Wood, Operations Manager

(11/27/19, 12/4/2019)

SECTION B

INSTRUCTIONS TO BIDDERS

Bid No. Opening Date December 13th @ 3:00 PM

1. Instructions and Bid Requirements. Bidders will observe the following instructions. These instructions are supplemental and in addition to those contained in the "Advertisement for Bids" and must be observed in preparing bids.
2. Bid Documents. Complete plans and specifications and contract documents are on file at the office of the District and copies may be obtained by interested bidders by contacting the Operations Manager, Perry Wood at 1400 Vantage Hwy, 509-933-7200 or email perry.wood@kittitaspud.com.
3. Bids. Bids must be for the items and/or alternates as specified by the Contract Documents. Alternate bids not called for in the specifications will be considered at the discretion of the District.
4. Bids Forms. Bids shall be made upon the "Proposal" form herein furnished with all information typed or in ink and all details properly filled out. Any alternate proposals shall be submitted as separate items but may be enclosed with the "Proposal" bid.
5. Submission of Bids. All bids must be sealed, addressed to and delivered to the District at 1400 Vantage Highway, Ellensburg, WA 98926 on or before the day and hour set for opening of bids in the "Advertisement for Bids." Said bids shall each be marked "**Sealed Bid**" and identified on the envelope with the name of the bidder and the number. Faxed Bids **will not be** accepted.
6. Bid/Performance Bonds. Each bid must be accompanied by a certified check or proposal bond, payable to the order of the District, for a sum of five percent (5%) of the total amount of the bid. The Bid bond shall be forfeited to the District in accordance with RCW 54.04.080 if the successful bidder does not furnish a performance bond in the amount of 100% of the contract within ten (10) days from the date from which it is notified that it is the successful bidder. No bidder may withdraw its bid after the hour set for the opening. Any withdraw request from bidder prior to the bid opening shall be in writing.
7. Addenda. Any changes, additions or deletions to the specifications shall be made by written addendum only. Should a bidder find discrepancies in or omissions from the Contract Documents, or should there be doubt as to their meaning, the bidder shall at once notify the Manager of Public Utility District No. 1 of Kittitas County, and if the point in question is not clearly and fully set forth, a written addendum will be mailed or delivered to each person who has been issued a set of Contract Documents. Each person requesting an interpretation will be responsible for the delivery of the request (in writing) to the Manager of the District. The District will not be bound by nor be responsible for any other explanation or interpretations of the proposed documents other than those given in writing as set forth in this paragraph. Oral instructions, interpretations or representations shall not be binding upon the District. Any addenda issued prior to the final time of receiving proposals shall accompany the proposals when submitted and shall become a part of the Contract Documents.

8. Responsible Bidder. It is the intent of the District to award the contract to the low responsible bidder, subject to RCW 54.04.085. Before award, the bidder must meet the bidder responsibility criteria in Section 10 below to be considered a responsible bidder. The bidder may be required by District to submit documentation demonstrating compliance with the criteria. The District, however, reserves the right to reject any or all bids and to waive any informalities in bids received. The District reserves the right to award any item or items separately to the lowest responsible bidder.
9. The District encourages open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed proposals, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each bidder shall by virtue of submitting a proposal representation and warrant that the bidder has not conspired with any other bidder to discuss bids or agree on any coordinated, minimum, maximum, fixed or uniform price. Violation of this representation and warranty shall render void the proposal of such bidders. Any disclosure to or acquisition by a competitive bidder in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor may render the entire proceedings voidable at the discretion of the District.
10. Lowest Responsible Bidder. In addition to price, to be determined by the District to be the "lowest responsible bidder" the bidder must:

Mandatory Bidder Criteria

- a) Have a current certificate of registration as a contractor in compliance with RCW 18.27, which must have been in effect at the time of bid submittal;
- b) Have a current Washington Unified Business Identifier (UBI) number;
- c) If applicable:
 - (i) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in RCW 51;
 - (ii) Have a Washington Employment Security Department number, as required in RCW 50;
 - (iii) Have a Washington Department of Revenue state excise tax registration number, as required in RCW 82;
 - (iv) An electrical contractor license, if required by RCW 19.28 for the services to be provided; and
 - (v) An elevator contractor license, if required by RCW 70.87 for the services to be provided.
- d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- e) For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the first date of advertising for the project;.

- f) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52;
- g) Have received training, provided by the Washington Department of Labor and Industries or by a provider whose curriculum has been approved by the Department of Labor and Industries, on the requirements related to public works and prevailing wages. However, bidders that have completed three or more public works projects *and* maintained a valid business license in Washington for at least three years are exempt from this requirement;

Supplemental Bidder Criteria

- h) The ability, capacity, and skill of the bidder and its employees to perform the contract or provide the service required;
- i) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- j) Whether the bidder can perform the contract within the time specified;
- k) The quality of performance of previous contracts or service;
- l) The previous and existing compliance by the bidder with laws relating to the contract and services.

In this regard, the bidder shall furnish with its proposal the information necessary for the District to evaluate both the mandatory and supplemental criteria. For the supplemental criteria, such information shall include but not be limited to: i) organization chart and background of company, ii) location of headquarters and/or manufacturing and service facilities, iii) financial capability and resources such as annual report, assets and liabilities, iv) Pacific Northwest utility users' or client list for past five years, v) a complete list of the bidder's employees who will provide services to the District under the contract and their respective qualifications, and vi) other information having a bearing on the decision to award the contract. Before the award of the contract, the successful lowest responsible bidder shall submit to District a signed certification that the bidder is in compliance with the bidder criteria under RCW 39.04.350(1)(g) and section 10.f above. A form certification is available upon request.

12. Subcontractor Responsibility.

- A. The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with RCW 18.27, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in RCW 51;
 - b. A Washington Employment Security Department number, as required in RCW 50;
 - c. A Washington Department of Revenue state excise tax registration number, as required in RCW 82;
 - d. An electrical contractor license, if required by RCW 19.28 for services to be provided; and
 - e. An elevator contractor license, if required by RCW 70.87 for the services to be provided.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 5. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the first date of advertising for the project.
 6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52.
 7. Have received training, provided by the Washington Department of Labor and Industries or by a provider whose curriculum has been approved by the Department of Labor and Industries, on the requirements related to public works and prevailing wages. However, bidders that have completed three or more public works projects *and* maintained a valid business license in Washington for at least three years are exempt from this requirement.
13. Sales Tax. Washington State sales tax shall **not** be included in the "price by item" line on the bid form, but the bidder shall enter its applicable percentage in the space provided on the bid form. The "price by item" plus tax will be used in the bid evaluation. Sale tax should be entered as a percentage (8 %) on the bid form.

14. Non-discrimination and Equal Opportunity. Bidder agrees to comply with all federal and Washington State statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for Bidding Terms; (j) RCW 49.60.030 Freedom from discrimination and (k) the requirements of any other nondiscrimination statute(s) which may apply to these Bidding Terms.
15. Applicable laws and venue. The laws of the State of Washington shall govern these Bidding Terms and the Contract. Further, the place of performance and transaction of business shall be deemed to be in the County of Kittitas, State of Washington, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Washington, and more specifically, the Superior court of Kittitas County, Washington.
16. Human Rights. Contractor will comply with all published rules, regulations, directives, and orders of the Washington State Human Rights Commission which may be in effect prior to the taking of bids.

The Contractor will furnish all information and file such compliance reports as may be required by the Washington State Human Rights Commission, and said Contractor will permit access to his books, records, and accounts by the Washington State Human Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with the rules, regulations, and order of the Washington State Human Rights Commission as they are issued.

If the Contractor does not comply with this provision of this contract, or with such rules, regulations, or orders issued by the Washington State Human Rights Commission, this contract may be canceled, terminated, or suspended in whole or in part.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Washington State Human Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as means of

enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the Owner, the Contractor may request the Owner to enter into such litigation to protect the interest of the Owner.

17. Contract Period

The contract period is 6 months, beginning at the contract award date, ending 6 months later, contract may be extended on a month by month basis at the discretion of the District.

18. Bid Form

Chapter 54.04.085 RCW Laws of 1971 requests that bid proposals shall be made upon contract proposal forms supplied by the Utility, and in no other manner.

19. Bid Award

The Utility will notify the successful bidder of award by telephone once approved by the Board of Commissioners in a regularly scheduled meeting. This will be followed up in writing and written contract and performance will be mailed to successful bidder.

20. Intents and Affidavits

This is a prevailing wage job. The Intent to Pay Prevailing wage must be filed and submitted to the District prior to an invoice being submitted for payment.

SECTION C
KITTITAS PUD No.1 - BID Form
PROPOSAL FORM

COMPANY			
ADDRESS			
CITY	STATE	ZIP	PHONE
AUTHORIZED REP (PRINT)	TITLE		EMAIL
SIGNATURE			DATE

LIST HOURLY LABOR, STRAIGHT TIME/OVERTIME, EQUIPMENT RATES	Notes	Hourly Rate Proposal \$

Notes: Bidder does not have to use this proposal form. It is included for convenience only. Separate bid sheets will be accepted if complete and understandable. Bidder should disclose any limitations or exclusion of services from the bid. All work subcontracted by consultant should be included in the total bid amount.

SECTION D

KITTITAS PUD No.1 - TECHNICAL SPECIFICATIONS

MATERIAL

All required materials will be supplied by Kittitas PUD, Kittitas PUD warehouseman will provide all material to contract crew. The District is a closed warehouse utility, meaning all materials need to be check out prior to leaving the warehouse.

All materials not used on the project or retired from existing plant (old wire/poles) will be returned to Kittitas PUD warehouse yard and given to warehouseman.

Once material is issued to the contractor for the project, the contractor is responsible for it. Should something happen to material issued by PUD to the contractor, the contractor will be responsible to replace material like for like in a timely manner as to not to hold up the project.

WORKMANSHIP

All work shall be performed by qualified craftsmen following the best modern practices of the industry.

FRAMING

If applicable, all framing shall be in accordance with KCPUD drawings provided.
See attached list of framing specifications in this section.

INSPECTION

Project inspection will take place from time to time to assure all aspects of Project are going according to design, should any changes need to be done in the field a change order must be signed by Kittitas PUD representative (Operations manager/line foreman/engineer) and the contractor.

SECTION E
AGREEMENT FOR LABOR & SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020__ by and between the KITTITAS COUNTY PUBLIC UTILITY DISTRICT No. 1 ("District"), and _____, a Washington [corporation/limited liability company] ("Contractor").

In consideration of the covenants and conditions of this Agreement, the parties hereby agree as follows:

I. SERVICES, COMPENSATION AND SCHEDULE

1. **Scope of Services.** Contractor shall perform the services (the "Services") as defined in Request for Proposal No. _____ (the "RFP") attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Schedule of Work.** Contractor shall commence the Services upon receipt of notice from District to do so, and shall (check one):

- _____ Complete the Services by _____; or
- X Perform the Services in accordance with the schedule shown in **Exhibit B** attached hereto and incorporated herein by this reference.

3. **Compensation and Payment.** District shall pay Contractor for the Services as indicated below (check one):

- _____ Fixed fee, including for all services, costs, and taxes, in the amount of \$_____; or
- X Time and materials based on the rates described in **Exhibit C** attached hereto and incorporated by this reference, not to exceed \$_____; or
- _____ Other, as described in **Exhibit C** attached hereto and incorporated herein by this reference, not to exceed \$_____.

Unless otherwise agreed to in **Exhibit A**, **Exhibit B**, and/or **Exhibit C** to this Agreement, and except as provided herein, all Services under this Agreement shall be invoiced on a weekly basis. The District must be invoiced on a weekly basis. All invoices must be received no later than the 12th of each month to be paid on the 20th of the current month. Invoices received after the 12th of the month will be paid the following month on the 20th. All invoices shall be sent to the attention of District's Accounts Payable Department at accountspayable@kittitaspud.com.

No payment will be made to Contractor until Contractor and each and every Sub-Contractor has submitted to District a “Statement of Intent to Pay Prevailing Wages” in compliance with RCW 39.12.040.

In the event the RFP indicates that the project for which the Services are to be provided is subject to the retainage requirements of Chapter 60.28 of the Revised Code of Washington (“RCW”), District shall withhold the sum of five percent (5%) of the amount of each progress payment to Contractor as retainage in accordance with said chapter. Any retainage withheld will be released to Contractor upon (i) District’s final acceptance of the project, (ii) submittal by Contractor and each and every Sub-Contractor of affidavits of wages paid certified by the Washington Department of Labor and Industries pursuant to Section 39.12.040 of the RCW, and (iii) confirmation by District that any and all other requirements of Chapters 39.12 and 60.28 of the RCW are satisfied.

The making of any payment to Contractor under this Agreement shall not relieve Contractor of any of its obligations hereunder. Contractor is obligated to complete the Services in their entirety and to deliver to District such completed work as specified.

Penalty for Failure to Timely Perform. Each time a Contractor’s response time to a call under this Agreement does not meet the response time standards set forth in Exhibit A, the District may off-set payment on any subsequent Contractor invoice or invoices by the amount of minimum call out charged by the Contractor. The above penalty shall not apply in those instances where the Contractor’s failure to meet the required response time is due to causes beyond Contractor’s control and without the fault or negligence of the Contractor, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

4. **Changes.** District may, from time to time, authorize in writing changes or modifications in the scope of services to be performed under this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this Agreement, or pursuant to terms and conditions mutually agreed to by the parties. District will compensate Contractor only for services performed or costs incurred that are within the scope of services authorized by this Agreement, or any modifications to the Agreement in accordance with this section.

5. **Termination.** The Agreement may be terminated as follows:

a. ***For Cause:*** If District, in its sole discretion, determines that the Services being provided hereunder are not being performed satisfactorily or that any security or confidentiality provisions or policies are not being followed, District shall inform Contractor of such dissatisfaction in writing and Contractor shall take corrective measures to remedy such situation. If the problem is not corrected to District’s sole satisfaction within two (2) business days after such notice is given then Contractor shall provide a qualified substitute approved in advance by the District to provide the Services in place of Contractor at no additional cost or expense to District for up to thirty (30) days or until District finds a replacement to perform the Services, whichever occurs sooner. Contractor shall be responsible for any additional cost or expense arising from any qualified substitute that is

so provided. Upon the District finding a replacement to perform the Services under this Subsection 5.a., this Agreement shall automatically terminate with no further responsibility for the District hereunder.

b. *For Convenience:* District, upon 30 day written notice, may abandon or terminate this Agreement or any part hereof, and such action shall in no event be deemed a breach of this Agreement. Such termination may come about for the sole convenience of District. Upon receipt of written notification from District that this Agreement, or any part hereof, is to be terminated, Contractor shall immediately cease operation of the work stipulated.

II. DISTRICT'S RESPONSIBILITIES

6. **Cooperation.** District shall cooperate as set forth in the RFP. No liability shall attach to District, by reason of the entering into this Agreement, except as expressly provided herein.

III. CONTRACTOR'S RESPONSIBILITIES

7. **Generally.** Contractor shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all of the Services to be performed and work product to be delivered under this Agreement. Contractor shall perform the Services to conform to generally-accepted professional standards for Contractor's profession and the requirements of District. Time is of the essence under this Agreement.

Contractor shall, without additional compensation, and within a reasonable time after receipt of notice from District, correct or revise any errors, omissions or other deficiencies in the Services performed or work product delivered under this Agreement. In the event Contractor fails to remedy any such error, omission or deficiency in a timely manner, District may undertake such remedy as it deems reasonably necessary and Contractor shall bear all costs reasonably associated with said remedial action taken by District.

8. **Personnel.**

a. All of the Services shall be performed by employees regularly employed by Contractor, unless District provides Contractor prior written consent, which District may withhold in its sole discretion, to the performance of any portion of or all of the Services by any sub-contractors, independent contractors or any other third parties or person(s) not employees of Contractor (collectively referred to as "Sub-Contractors"). Contractor shall provide adequate personnel to permit the timely completion of all work. All such personnel shall be trained and supervised in accordance with accepted industry practices and shall conform to the reasonable rules and regulations established from time to time by District for the conduct of, and in relation to, the employees of Contractors of District when such employees are on property owned or controlled by District, on a District worksite, or performing services for District. The District reserves the right to authorize or restrict Contractor personnel from District property or worksites.

b. District may require Contractor to provide its personnel with picture identification cards. All of Contractor's personnel shall enter and exit District's facilities in a manner prescribed by District. The Contractor shall provide an updated list of its employees and their qualifications within seven (7) days of the District's written request.

c. Contractor will be responsible for securing District's facilities after each performance of the Services. Contractor shall ensure that unauthorized persons are not allowed access to the facilities during the time the Services are performed.

d. Contractor shall be solely responsible for hiring, firing, paying and supervising the performance of the Services by its employees and Sub-Contractors. Furthermore, Contractor agrees to accept responsibility for all expenses, costs, or damages relating to its employees and any Sub-Contractors it engages in performance of its obligations and the Services under this Agreement.

e. Contractor and its Sub-Contractors shall be solely responsible paying and/or maintaining all withholding taxes, social security taxes, workmen's compensation coverage and payments, unemployment insurance, and other taxes or insurance including workers compensation insurance incident to employment. Contractor shall also be responsible for costs of health insurance and other benefits offered to its employees, agents, Sub-Contractors or which are owed to or with respect to such employees, agents or Sub-Contractors.

f. Contractor is hereby notified pursuant to Section 39.12.030 of the RCW that this Agreement is for the construction, reconstruction, maintenance or repair of a public work and that Contractor, and each and every Sub-Contractor, is required to pay no less than the prevailing wage to all laborers, workers, and mechanics employed in performance of any part of this Agreement. The applicable prevailing wage for each such laborer, worker, and mechanic in each trade or occupation shall be the prevailing wage published on _____ for Kittitas County, Washington on the Washington Department of Labor and Industries' Prevailing Wage Rates for Public Works Contracts Website, <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. It is the sole responsibility of Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work for this Agreement and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification. Notwithstanding the above, in the event the RFP indicates that the project for which the Services are to be provided will receive, either in whole or in part, federal funding, Contractor, and each and every Sub-Contractor, shall pay the higher of the state or federal wage rates. Contractor shall ensure that each and every one of its Sub-Contractors complies with the requirements under this Section.

9. **Equipment and Material.** At a minimum, Contractor shall provide and maintain equipment identified in Exhibit A. In addition, except as otherwise set forth in Exhibit A, Contractor shall also provide and maintain all other equipment necessary to permit timely completion of the Services and shall use materials which are in conformance with existing federal, state and local laws and ordinances.

IV. ADDITIONAL REQUIREMENTS

10. **Licenses/Permits.** If any governmental license or permit shall be required for the proper and lawful conduct of Contractor's business or other activity carried on, in or at District premises, or if a failure to procure such a license or permit might or would in any way affect the operations of any District facilities, then Contractor, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by District. Contractor, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

11. **Compliance with Laws.** Contractor understands and agrees that Contractor's performance of any and all of the Services under this Agreement shall, at Contractor's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such services. Contractor shall pay all taxes, assessments and premiums now or hereafter in effect and payable by reason of or in connection with the Services, including, without limitation, B&O, income taxes, social security taxes, sales taxes, use taxes, and personal property taxes. Contractor further agrees, at its own expense, to be solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to Contractor's employment status or Contractor's employment relationship with others, including, without limitation, those laws governing employee withholding, benefits and fair labor practices.

12. **Insurance.** Contractor shall carry and maintain throughout performance of this Agreement the following types and amounts of insurance:

- a. Workers' compensation insurance in the statutory required amounts;
- b. Employer's liability insurance with a limit of not less than \$1,000,000 per claim;
- c. Commercial general liability (bodily injury and property damage) with limits of not less than \$2,000,000 per occurrence; and
- d. Comprehensive automobile liability (bodily injury and property damage) covering owned, non-owned and hired vehicles with limits of not less than \$1,000,000.

The commercial general liability policy shall specifically identify District, and its officers, commissioners, agents and employees as additional insureds.

The above policies shall: (i) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (ii) be primary and not contributory with District's insurance as it relates to occurrence(s) by Contractor or its Sub-Contractor(s); and (iii) provide that it may not be canceled or changed without at least thirty (30) days prior written notice to District. Contractor shall furnish to District a Certificate of Insurance evidencing such primary coverage prior to the commencement of the Services hereunder and shall continue to

provide District with subsequent Certificates of Insurance evidencing uninterrupted compliance with these insurance requirements until the termination of this Agreement. Contractor expressly understands and agrees that it is solely liable for the acts and omissions of its Sub-Contractors and that Contractor's commercial general liability insurance shall apply to such acts and omissions of its Sub-Contractors. Contractor shall also provide District with certified copies of the policies required herein upon District's request. Contractor further agrees to require and cause the same insurance coverages and Certificates of Insurance as set forth herein, and the indemnifications as set forth below, from any and all of its Sub-Contractors, prior to any such Sub-Contractor's commencement of the Services.

If any of the above required insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by District.

The above insurance limits do not constitute a limit on Contractor's liability to District. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

13. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless District, and its officers, commissioners, agents and employees, from and against any claims, suits, liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses, or expenses of whatever nature (collectively "claims") arising out of or resulting from (a) Contractor's breach of any of its obligations hereunder; or (b) the negligent acts or omissions of Contractor or its Sub-Contractors, or the officers, employees or agents of either of them, in performing this Agreement, except for injuries and damages caused by the sole negligence of District. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of Contractor or any Sub-Contractor regardless of any immunity provided by the Washington Insurance Act, Title 51 of the Revised Code of Washington, or any other applicable law. **THE TERMS OF THIS SECTION, SPECIFICALLY INCLUDING THE PRECEDING WAIVER OF IMMUNITY, SHALL BE DEEMED MUTUALLY NEGOTIATED TO THE FULLEST EXTENT ALLOWED BY THE LAWS OF WASHINGTON.**

The aforementioned indemnification obligations shall survive the termination of this Agreement.

14. **Independent Contractor.** Contractor is an independent contractor and all persons employed or engaged to furnish the Services hereunder are employees of Contractor and not of District. This Agreement shall not create a relationship between the parties or party as an employee-employer, agent, partner, or joint venture of the other.

15. **Non-Discrimination and Equal Opportunity.** Contractor agrees to comply, and to require any Sub-Contractor to comply, with all federal and Washington State statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of

1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (j) RCW 49.60.030 Freedom from discrimination; and (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement or the parties hereto.

16. **Records.** Contractor shall maintain all records and documents, including financial data, all records required for wage and hour purposes (including exemption certificates), all other employment and payroll records, and other evidence directly pertinent to performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles and Practices. Contractor shall provide District, or its designated agent, with access to or copies of records and other tangibles upon written request. District or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and to access all records and documents, including financial data, for a period of not less than six (6) years after completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement, whichever occurs last.

V. MISCELLANEOUS

17. **Binding.** This Agreement shall inure to and bind the successors, assigns and representatives of the parties; provided, however, that this Agreement may not be assigned by Contractor without the prior written consent of District.

18. **Entire Agreement.** This Agreement, including all exhibits to this Agreement, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or verbal. No change, amendment or modification of any provision of this Agreement will be valid unless set forth in a written instrument signed by both parties.

19. **Notices.** All notices, requests, demands and other communications given by a party to the other party in connection with this Agreement will be in writing and will be deemed to have been duly given (a) when sent via facsimile as evidenced by a printed confirmation page of successful transmission; (b) when delivered personally or delivered by a recognized courier service that provides a receipt of delivery; or (c) three (3) days after being deposited as certified

or registered mail, postage prepaid, into the United States mail, to the following addresses or numbers:

If to Kittitas PUD:

Attn:

Email:

If to Contractor:

Attn:

Email:

or to such other address of a Party as such Party may designate in writing in accordance with this Section.

20. **Legal Fees.** In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

21. **Conflict and Precedence.** In the event of a conflict between the terms and conditions contained in the Exhibit A - RFP (including any attachments and revisions), Exhibit B – Schedule of Work, Exhibit C – Compensation and Payment, and the main body of this Agreement, the following order of precedence shall apply:

- * Exhibit A - RFP (including any attachments and revisions)
- * Exhibit B – Schedule of Work
- * Exhibit C – Compensation and Payment
- * The main body of this Agreement

22. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

23. **Law; Venue.** The laws of the State of Washington shall govern this Agreement. Further, the place of performance and transaction of business shall be deemed to be in the County of Kittitas, State of Washington, and in the event of litigation, exclusive venue and place of

jurisdiction shall be the State of Washington, and more specifically, the Superior Court of Kittitas County, Washington.

24. **Counterparts.** This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original instrument. All such counterparts and duplicate originals together shall constitute but one Agreement. IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed effective the day and year first above written.

KITTITAS COUNTY PUBLIC
UTILITY DISTRICT NO. 1:

By: _____
Title: General Manager
Date: _____

CONTRACTOR:

(Name of Contractor)

(Signature of Authorized Representative)
By: _____
Title: _____
Date: _____



EXHIBIT A
REQUEST FOR PROPOSAL



EXHIBIT B

SCHEDULE OF WORK

Services under this Agreement shall be for an initial term of six (6) months from the date of the notice to proceed; PROVIDED, that the District at its sole option may extend the term on a month to month basis for an additional six (6) months by providing Contractor written notice of such extension no less than forty-five (45) days prior to expiration of the initial term.



EXHIBIT C

COMPENSATION AND PAYMENT



Schedule "A"

Project Detail (Scope of Work)

The Contractor shall furnish labor, tools, equipment, and supervision to perform the construction and installation on the District's electrical distribution systems when requested by the District at various locations in Kittitas County in the State of Washington. It is necessary to make certain that all applicable safety regulations are adhered to and that the District can still provide electrical services to its customers. The Contractor shall furnish qualified personnel, operationally, reliable equipment, and professional supervision to perform construction and maintenance on the District's electrical system. The work shall be performed under the direction of the District's designated representative.

1) DESCRIPTION OF WORK

- a. The type and scope of intended work performed under this contract will encompass all aspects of electrical distribution construction and maintenance. This will include hauling wood poles and materials, setting poles and transferring existing power lines from old structure to new structure and restoring disturbed ground per District requirements.
- b. Work may include installation of conduit and underground cable, overhead conductors, multi-phase structures like transformers and sectors, and new services and meters.
- c. A list of these projects will be provided to the Contractor and are located throughout Kittitas County. The list of projects provided to the Contractor may be updated and revised by the District at any time with written notice to the Contractor. Materials shall be supplied by the District.
- d. The Contractor shall provide an on-call first responder serviceman for responding to outage calls on the District's system during non-business hours. For each outage call, the first responder serviceman must be on-site within forty-five (45) minutes of the District sending notice of the outage.
- e. The Contractor shall provide an on-call electrical dock crew for responding to outage calls on the District's system during non-business hours. For each outage call, said crew shall be assembled and ready to roll-out from the District's main office within one (1) hour of the District sending notice of the outage.
- f. For purposes of this Subsections 1.d and 1.e above, the District's non-business hours are as follows:



Monday	12:00 am to 6:00 am	5:00 pm to 11:59 pm
Tuesday	12:00 am to 6:00 am	5:00 pm to 11:59 pm
Wednesday	12:00 am to 6:00 am	5:00 pm to 11:59 pm
Thursday	12:00 am to 6:00 am	5:00 pm to 11:59 pm
Friday	All Day	
Saturday	All Day	
Sunday	All Day	

2) CREW DEFINITION

- a. The District expects to utilize one (1) or more electrical dock crews for the performance of work under this contract but does not guarantee any amount of work. The District reserves the right to remove crews and add crews at any time. The District and Contractor shall determine what positions will make up a crew. Typically, a crew shall consist of a line foreman, journey lineman, apprentices and groundmen necessary to properly man the work assignment. Scope and type of work shall dictate the crew quantity.
- b. The District does not guarantee any specific quantity or number of hours of work.

3) EQUIPMENT PROVIDED BY THE CONTRACTOR

- a. The Contractor shall, in general, provide all equipment required to perform work on the electrical linework, both overhead and underground necessary for a complete and professional installation, per crew. All equipment and tools shall be in good mechanical condition conforming to all Washington State safety laws. Any equipment deemed a safety hazard by the District shall either be repaired at no cost to the District or removed. All equipment shall be adequate and rated to perform the type of work required by the District. Any breakdown of equipment shall be repaired as promptly as possible.
- b. Without limiting the Contractor's obligations under Subsection 3.a above, the Contractor shall, at a minimum supply and have readily available at all times, one (1) on call service vehicle, one (1) bucket truck, one (1) line truck, one (1) site truck, and (1) backhoe.
- c. The Contractor shall not charge the District for any time on equipment that is broke down or in an unsafe working condition, nor shall the District pay any non-productive labor costs as the result of broken down or unsafe equipment.
- d. All maintenance of the Contractor's equipment shall be the Contractor's responsibility and cost.
- e. The Contractor shall anticipate equipment requirements and have the necessary equipment available to perform the work in the best possible and timely manner.



4) EQUIPMENT PROVIDED BY THE DISTRICT

- a. The District and the Contractor acknowledge that the Contractor can and will charge the District in accordance with Exhibit C when it provides equipment to perform the Services under this Agreement. To avoid such charges and in exchange for the other consideration received by the District under the Agreement, the District may in special circumstance, at its sole discretion and upon approval of the District's Operations Manager or its designee, provide line construction equipment or tools for the Contractor's use. The equipment or tools shall be used on District "dock" projects under this Agreement only and may include trailers, line trucks, service vehicles, aerial man-lifts, digging equipment, and electrical testing equipment. Any equipment necessary to perform the Services under the Agreement not provided by the District under this Subsection 4.a shall be provided by the Contractor in accordance with Section 3 above and the Agreement.
- b. When using District equipment, the Contractor shall, as soon as possible, report any damage to equipment resulting from the Contractor's negligence. Damage shall promptly be repaired at the Contractor's expense.
- c. Before using District equipment, the Contractor and District shall, as soon as possible, ensure operators are trained on the use of District equipment.

5) DISTRICT LABOR

- a. The District may assign District crews to work with the dock crew on the same job, if needed. The District's Operation Manager shall determine whether a District Foreman or Contractor Foreman is to be in charge at the job site.

6) OTHER CONTRACTORS

- a. The District may award contracts for other work of the same type and within the work area awarded to the Contractor under this contract. The Contractor shall fully cooperate with other contractors of the District to avoid causing interference with their work.

7) CONSTRUCTION MATERIALS

- a. The District shall supply all materials for construction and maintenance work. Materials other than those supplied by or through the District shall not be used.
- b. Construction materials shall be picked up at the warehouse of the headquarters of the District.
- c. All material removed from the field shall be completely dismantled and returned to the warehouse of the headquarters.

8) STANDARDS AND ENGINEERING

- a. All construction, installation and maintenance of the District electrical facilities shall be in accordance with District engineering and construction standards.



9) SAFETY FIRST

- a. The contractor shall perform all work in accordance with District safety polies and all Federal or State safety laws applicable to the work. Violation of District, OSHA or WISHA safety policies shall result in the immediate removal of the responsible party and/or possible removal of the entire dock crew.



SECTION F

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____
_____ (hereinafter called the "Principal") as Principal, and _____
_____ a corporation organized
under the laws of the State of _____ and
authorized to transact business as surety in the State of Washington (hereinafter called the "Surety") as
Surety, are held and firmly bound unto PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY, a
municipal corporation of the State of Washington (hereinafter called the "Obligee") in the full penal sum of

Dollars, (Not less than 5% of amount bid) \$ _____, for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this _____ day of _____
_____, 20_____

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas the Principal has submitted or is
about to submit a proposal to the Obligee on a contract for _____
_____. Now, Therefore, if the
said contract be timely awarded to the Principal and the Principal shall, within ten (10) days from date of
notification of award enter into the contract in writing, and give bond with surety acceptable to the Obligee
for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in
full force and effect.

Principal

Surety

By _____



SECTION G

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ (Contractor), as Principal, and _____ (Bonding Company), as Surety, are held and firmly bound unto Public Utility District No. 1 of Kittitas County, as Obligee, in the sum of _____ dollars (\$_____) lawful money of the United States of America to be paid to said Obligee, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas on the _____ day of _____, 20_____, the Principal entered into a certain Contract with the Obligee

_____ and in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein, except that the Surety shall remain in full force and effect for a period of one (1) year after the date of delivery of all materials that are to be furnished by the terms of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said Contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of _____, 20_____.

Witness: _____

Principal

Witness: _____ (Surety)

By _____
Attorney-In-Fact



EXHIBIT "I"

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____ (Name of Contractor)

(Address of Contractor) a _____ (Corporation,
Partnership or Individual), hereinafter called PRINCIPAL and _____ (Name of Surety)

(Address of Surety) hereinafter called
SURETY, are held and firmly bound unto PUD No. 1 of Kittitas County, 1400 Vantage Hwy, Ellensburg, Washington
98926, hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or
who furnish materials to perform as described under the contract and to their successors and assigns in the total
aggregate penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract
with the OWNER, dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part
hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations
furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any
authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal
and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such
WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic
or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be
void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons,
firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the
SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK
or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant,
other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the
following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant
did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating
with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for
whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or
certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place
where an office is regularly maintained for the transaction of business, or served in any manner in which legal process
may be served in the state in which the aforesaid project is located, save that such service need not be made by a public
officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said
CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law



Kittitas County
 PUBLIC UTILITY DISTRICT NO. 1
Providing Safe and Reliable Electric Service

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in ____ counterparts, each of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

 (Principal) Secretary

(SEAL)

 Witness to Principal

 Address

ATTEST:

 Witness as to Surety

 Address

 Principal

By _____ (s)

 Address

 Surety

By _____
 Attorney-in-Fact

 Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR Is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.