



KITTITAS COUNTY PUD

2020 ANNUAL WIRE BID NO. 20-002

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

All KITTITAS County PUD formal bids for 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 A

ADVERTISEMENT FOR BIDS

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 19, 2019 until 3:00 p.m.**, at which time they will be opened and read aloud for the furnishing of the following:

Electrical Conductor (OH and UG)

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 Admin Assistant, Kelly Carlson, 1400 Vantage Hwy, Ellensburg WA or email kelly.carlson@kittitaspud.com. Bids are to be made on all items covered in the proposal, for the complete work.

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. 20-002 OPENING DATE: December 19, 2019 at 3:00 P

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 26th day of November 2019.

PUBLIC UTILITY DISTRICT NO.1
OF KITTITAS COUNTY

Perry Wood, Operations Manager

(Publish 12/03/2019; 12/10/2019; 12/16/2019)



SECTION B

INSTRUCTIONS TO BIDDERS

Bid No. 20-002, Opening Date: December 19, 2019 at 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 Admin Assistant, Kelly Carlson, 1400 Vantage Hwy, Ellensburg WA or email kelly.carlson@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 Hwy, Ellensburg Washington 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 **20-002**. Faxed Bids **will not be** accepted.
6. 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.
7. Responsible Bidder. The bid will be awarded to the lowest responsible bidder provided the bid is reasonable and it is to the interest of the District to accept. 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 let any item or items separately to the lowest and best qualified bidder.



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

8. The Kittitas PUD 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 Kittitas PUD.
9. Lowest Responsible Bidder. In determining the “lowest responsible bidder” in addition to price, the District will give consideration to the following elements or supplemental criteria:
- a) the ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - b) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c) whether the bidder can perform the contract within the time specified;
 - d) the quality of performance of previous contracts or service;
 - e) 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 these elements and 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, and v) other information having a bearing on the decision to award the contract.

10. Shipping. Bids shall cover delivery **F.O.B.** Public Utility District No. 1 of Kittitas County, 1400 Vantage Highway, Ellensburg, Washington 98926. **Shipment F.O.B.** other than the above with freight allowance to destination will not be acceptable.
11. Warranty. Bidder shall furnish with its proposal a full explanation of the type and extent of the bidder's warranty for this equipment. No other conditions of sale shall apply to bids for the contract except those submitted by the bidder with its proposal. The minimum acceptable warranty shall be for one year from date of written acceptance of the equipment by the District.
12. 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 (8.3%) on the bid form.



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13. Bid Item Quantities/Purchases. The quantities of material listed on the attached bid sheets are for bidding purposes only. Kittitas County PUD does not guarantee quantities shown will be purchased. It is offered to provide the bidder with an estimated quantity. The bidder shall make such revisions in their paperwork as necessary to accommodate changes in the demand without additional compensation.
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.



SECTION C

PROPOSAL FORM FOR CONDUCTOR

Bid No. 20-002, Opening Date December 19, 2019

SUBSECTION 1: Bid Prices and Delivery

Overhead Service Conductor

Item No.	Description	Price Per Mft.	Total Price	Delivery ^a

Total for Overhead Service Conductor _____

Overhead Primary Conductor

Item No.	Description	Price Per Cwt.	Total Price	Delivery ^a
1	50,000 ft. of #336 AAC, TULIP	_____	_____	_____
		_____	_____	_____
		_____	_____	_____

Total for Overhead Conductor _____



Underground Service Conductor

Item No.	Description	Price Per Mft.	Total Price	Delivery
2	4,000 ft. of #4/0 Triplex, SWEET BRIAR	_____	_____	_____
3	5,000 ft. of #350 Triplex, WESLEYAN	_____	_____	_____
		_____	_____	_____

Total for Underground Service Conductor _____

Underground Distribution Primary Conductor

Item No.	Description	Price Per Mft.	Total Price	Delivery
4	9,000 ft. of #1/0 stranded Al. 15 KV URD, 220 mil EPR insulation, full concentric neutral, with an insulating polyethylene jacket	_____	_____	_____
		_____	_____	_____
		_____	_____	_____

Total for Underground Distribution Primary Conductor _____



Underground & Overhead Distribution Conductor

Item No.	Description	Price Per Mft.	Total Price	Delivery ^a
5	1,000 ft. of #4 SDCU, solid			
6	2,520 ft. of #6 SDCU, solid			

Total for All Items (Excluding Sales Tax) _____

SUBSECTION 2: Sales Tax

Applicable sales tax in percent 8.3% (The sales tax will be added at the time the order is written.)

SUBSECTION 3: Shipping

*Bid prices shall include freight costs, delivery to Kittitas PUD Warehouse

SUBSECTION 4: Submittal of Bidder Information

The bidder agrees to submit with this proposal all information required by the bid documents including but not limited to the criteria defined in the Instruction to Bidders, subsections 8 and 9, and material specifications outlined below.



INFORMATION SUBMITTAL FORM

Item No.	Manufacturer	Weight/1000 Ft.	Nominal O.D.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Dated this _____ day of _____, 2019.

Bidder / Company

Manufacturer

Address

Authorized Signature and Title

Phone # _____

Typed Name and Title

Fax # _____



SECTION D

TECHNICAL SPECIFICATIONS

Bid No. 20-002, Opening Date: December 19, 2019 at 3:00 PM

A. General Conductor Specifications

1. *All wire shall meet all the latest and applicable requirements of the ICEA, ASTM, AEIC and IPCEA standards.*
2. *Tests and Inspection*
 - a. The District at its option may perform tests and inspection upon arrival of the order for acceptance. The District reserves the right to reject conductor which does not conform to the standards noted in paragraph 1 above. The District also reserves the right to reject conductor damaged in shipment.
 - b. Conductor reels rejected by the District based on noncompliance with these specifications or due to damage during shipment shall be returned to the supplier at the supplier's expense. The District reserves the right to determine whether replacement reels will be accepted, or a cash refund is required.
 - c. District acceptance or rejection will be made within thirty (30) days of delivery.

3. *Guarantee*

The conductor shall be guaranteed against all defects in workmanship, materials and design for a minimum period of one (1) year from the date of acceptance or, in case of a replacement or repair of conductor, upon acceptance of replaced or repaired cable.

4. *Delivery and Shipping*

- a. Delivery shall be F.O.B. 1400 Vantage Highway, Ellensburg, WA 98926.
- b. Supplier/shipper shall notify Kittitas County PUD's Purchasing Agent at 509-933-7200 Ext. 815 at least 24 hours prior to arrival.
- c. Each reel shall be tagged with two shipping tags. One tag shall be weather protected and securely attached to the outside of the reel flange. The second tag shall be stapled on the inside of the flange. Each tag shall contain the following information:
 - 1) Product Identification
 - 2) Item Description



- 3) Cable Length
- 4) Gross, Tare and Net Weights
- 5) PUD Purchase Order Number

- d. Reel size:
 - 1) Reel size shall be listed to each conductor below.

5. *Information Submittals*

- a. Unless previously submitted, each bidder shall provide the following information for each item:
 - 1) Manufacturer
 - 2) Weight per 1000 feet
 - 3) Nominal Outside Diameter
- b. Each bidder shall provide such other information as is required on the bid form and describing literature normally furnished the prospective customer.

6. *General Bid Requirements*

- a. Bids shall be made on the form provided and for the quantities and sizes shown. Bidder may make alternate bids, but the alternate bid shall be made on a separate sheet. Bids submitted shall be sealed and prominently marked on the outside of the envelope,
SEALED BID NO. 20-002, OPENING DATE- December 19, 2019.
- b. The District will assume the awards may be made on all items or any portion of the items at the option of the District, and at the prices bid unless the bidder indicates by statement to the effect that its bid is for all items or none. Each bidder, by submitting a bid, understands and agrees that the District may award the contract for the items which, in the sole opinion of the District, is to the best interest of the District. The District also assumes it may add to the quantities shown on the bid form unless bidder states otherwise on the bid form.
- c. **Bidder shall state price as of date of bid opening and if an escalation in price is a part of the bid, the amount or method of escalation should be fully disclosed with the bid price.**

Preference will be given to firm bids.

B. Overhead Service Conductor

1. *General*

All overhead service conductor shall be of the multiplex design consisting of a bare ACSR neutral messenger and insulated aluminum phase conductors. The



multiplex conductor shall be designed for secondary service drops suitable for outdoor use and shall have a weather resistant insulation.

2. *Conductor and Insulation*

- a. The neutral shall be a bare stranded aluminum steel reinforced (ACSR) conductor and shall be designed as the multiplex cable support messenger.
- b. The phase conductors shall be stranded aluminum covered with cross-linked polyethylene (XLP) insulation. The insulation shall be resistant to weathering, abrasion, tearing, cutting and chemical attack.

3. *Cabling*

One, two or three insulated conductors shall be twisted together with a bare neutral with no fillers or additional covering.

4. *Cable Identification*

- a. The outer surface of the insulated conductors shall be marked throughout their length with the manufacturer's identification, type of insulation (XLP), size of phase conductor and rated voltage (600 volt). The identification shall be repeated along the cable at regular intervals with unmarked surfaces not exceeding two (2) feet). The identification shall be durable surface printing.
- b. The phase conductors of quadraplex drop cable shall also be phase identified by ribbing or surface printing.

5. *Specific Conductor Sizes*

- a. Duplex cables shall have full size neutrals and be packaged in 500 ft. coils.
- b. #2 triplex cable shall have a full size neutral and be packaged in 500-foot coils. Minimum diameter on coil shall be 19 inches. Maximum diameter is 38 inches.
- c. All other triplex cables shall have reduced size neutrals and nonreturnable reels for packaging.
- d. All quadraplex cables shall have full size neutrals and nonreturnable reels for packaging.



C. Underground Service Conductors

1. *General*

All underground service cable shall be type USE insulated aluminum conductors suitable for use in wet or dry locations and suitable for direct burial or installation in underground duct.

2. *Conductor and Insulation*

- a. Triplexed cables shall have a reduced size neutral consisting of stranded aluminum, insulated with yellow or yellow striped-black cross-linked polyethylene.
- b. The phase conductors shall be stranded aluminum, insulated with black cross-linked polyethylene.
- c. Triplexed configuration shall be accomplished by cabling two phase conductors with one neutral conductor.
- d. The cable shall have a voltage rating of 600 volts phase to phase and conductor operating temperature of 90° C.

3. *Cable Identification*

The outer surface of each conductor shall be marked throughout its length with the manufacturer's identification, type of insulation (XLP), size of conductor, rated voltage (600 volts) and type cable (USE). The identification shall be repeated along the cable at regular intervals with unmarked surfaces not exceeding 12 inches. The identification shall be durable surface printing.

4. *Packaging*

Cables shall be supplied on non-returnable reels. The cable shall be level wound on reels leaving a minimum of approximately 1-1/2 inches rim clearance. The cable shall be protected by heavy fiberboard wrapping secured with banding. Reels can be shipped flat without pallets.

D. Overhead Primary Conductor (ACSR)

1. *General*

Overhead primary conductors shall be bare aluminum conductor steel reinforced (ACSR) concentric-lay-stranded cable.



2. *Construction*

The ACSR conductor shall be a composite concentric-lay-stranded cable comprised of lightweight aluminum and high strength steel. The central portion, or core, shall be either a single strand steel wire or a stranded steel cable which is protected from corrosion by galvanizing.

3. *Packaging*

#4 ACSR

Cable shall be supplied on non-returnable NR 36.22 reels – 885 lbs (15420ft) ea.

#2 ACSR

Cable shall be supplied on non-returnable NR 36.22 reels – 885 lbs (9695ft) ea.

#1/0 ACSR

Cable shall be supplied on non-returnable NR 36.22 reels – 885 lbs (6095ft) ea.

#4/0 ACSR

Cable shall be supplied on non-returnable NR 48.28 reels – 1770 lbs (6080ft) ea.

#336 ACSR

Cable shall be supplied on non-returnable NR 48.28 reels – 2080 lbs (5695ft) ea.

E. Underground Distribution Cable, 15 KV and 25 KV Concentric Neutral

1. *Scope*

This specification covers the minimum requirements for acceptable two-conductor, cross-linked polyethylene insulated, concentric neutral power cables for use in a solidly grounded neutral 15 KV or 25 KV systems and suitable for direct burial in the earth. The cable may be used in one, two or three phase systems.

2. *Standards*

These specifications are intended to be complete, and any points not expressly covered must conform to the applicable requirements of the latest adopted ANSI/ICEA Standards Publication No. S-94-649 and AEIC CS8.

3. *Manufacturing Method*

- a. Conductor shield, insulation and insulation shield shall be extruded on the central conductor with single-pass triple-extrusion process in a highly controlled environment. The dry curing process shall be used. Steam cured cable will not be considered. Compounds must be free of moisture before entering the extruder.



- b. The bidder shall provide a description of the manufacturing process as a part of the bid.

4. *Tests by the Manufacturer*

- a. Each length of cable shall be tested in accordance with the applicable requirements of the ANSI/ICEA Standard No. S-94-649 and AEIC CS8, or latest version of these standards.
- b. The bidder shall furnish a certified copy of the qualification tests, and especially ANSI/ICEA Standard No. S-94-649, Accelerated Water/Electrochemical Treeing Test, that represents the cable being bid, and certified copies of actual production test values of the cable delivered.

5. *Tests by the District*

- a. The District, at its option, may perform the following tests and inspections upon arrival of the order for cable acceptance; each end of cable of each shipping reel may be tested.
 - 1) Void, contaminant and conductor shield projection
 - 2) Dimensional stability
 - 3) Insulation shield stripping tension
 - 4) Shield volume resistivity
 - 5) Solvent extraction for conductor shield and insulation
 - 6) DC proof test
 - 7) Other tests per ANSI/ICEA S-94-649 or AEIC CS8 as deemed necessary by the District
- b. District reserves the right to reject cable based on failure of test in accordance with ANSI/ICEA Standard No. S-94-649 and AEIC CS8 as performed by the District.
- c. Reels must have 36 inches of cable on each end of the cable length accessible for removal for testing.

6. *Central Conductor*

Central conductors shall be aluminum 1350 Class B compressed stranding.

7. *Conductor Shield*

- a. The conductor shield shall be extruded crosslinked polyethylene semi-conducting material compatible with the insulation and the conductor and shall have allowable operating temperatures equal to or higher than those of the insulation. The extruded shield shall be firmly bonded to the overlying insulation and shall be easily removable from the conductor.



- b. The conductor shield thickness shall be defined in ANSI/ICEA Standard No. S-94-649.
- c. The volume resistivity of the conductor shield shall not exceed 1,000 meter-ohms.

8. *Insulation*

- a. The insulation shall be discharge resistant EPR Insulation. The insulation of the completed cable shall be free from:
 - 1) Any void larger than 3 mils. The number of voids larger than 2 mils shall not exceed 30 per cubic inch of insulation.
 - 2) Any contaminants larger than 7 mils in its largest dimension. The number of contaminants of sizes between 2 and 7 mils shall not exceed 15 per cubic inch of insulation.
 - 3) Any translucent material that is larger than 50 mils in its radial vector projection.
- b. The method of examination and frequency of sampling shall be in accordance with AEIC CS8.
- c. The minimum insulation thickness at any one point shall not be less than those values found in ANSI/ICEA Standard No. S-94-649.

9. *Insulation Shield*

- a. The insulation shield shall be crosslinked, thermosetting semi-conducting material extruded tightly over the insulation in one layer. The insulation shield thickness shall conform to the following table:

Calculated Minimum Diameter over Insulation (Inches)	Insulation Shield Thickness (mils)	
	Minimum Point	Maximum Point
0-1.000	30	60
1.001-1.500	40	75
1.501-2.000	55	90
2.000	55	105

- b. The volume resistivity of the insulation shield shall not exceed 500 meter-ohms.
- c. The insulation shield shall strip cleanly from the insulation, leaving no semi-conducting particles which cannot be easily removed. The insulation shield shall strip with a minimum tension of 6 lbs. and a maximum of 24 lbs. tension.



- d. The insulation shielding shall be marked as semi-conducting at regular intervals, with unmarked surfaces not exceeding six (6) inches.

10. *Concentric Neutral Conductor*

- a. The concentric neutral of annealed copper wires in accordance with ASTM B3 shall be spirally wound over the shielding with uniform space between wires. The wires shall be uncoated.
- b. The minimum size of the individual neutral wires shall be #14 AWG. The minimum number of such wires shall be as follows when a full neutral is specified:

<u>Aluminum Central Conductor</u>	<u>Neutral Wires</u>
#2	10 - #14 AWG
#1/0	16 - #14 AWG
#4/0	20 - #12 AWG
350 MCM	20 - #10 AWG

- c. The minimum number of neutral wires shall be as follows when a 1/3 neutral is specified:

<u>Aluminum Central Conductor</u>	<u>Neutral Wires</u>
#1/0	6 - #14 AWG
#4/0	11 - #14 AWG
350 MCM	18 - #14 AWG
500 MCM	16 - #12 AWG
750 MCM	15 - #10 AWG
1000 MCM	20 - #10 AWG

- d. The length of lay of the neutral wires shall not be more than eight times the diameter over the concentric wires.

11. *Overall Outer Jacket*

When an overall outer jacket is specified for a particular underground distribution cable according to the following bid form, the jacket shall meet the following requirements.

- a. The outer jacket shall consist of black, insulating polyethylene. It shall be suitable for exposure to sunlight and other atmospheric environments at temperatures between -67° F and 167° F. It shall be applied directly over the neutral conductors. It shall fill the interstice area leaving no voids and shall be free stripping.
- b. The neutral shall be designed so that equal spacing of the neutral wires is maintained during the application of the jacket, and the neutral wires remain in intimate contact with the underlying extruded insulation shield.



d. ANSI/ ICEA Standard No. S-94-649 shall define the jacket and associated thickness.

e.

Calculated Minimum Diameter Over Concentric Neutral (Inches)	Jacket Thickness (mils)	
	Minimum Point	Maximum Point
0-1.500	45	80
1.501 and larger	70	120

12. *Cable Identification*

- a. When a bare concentric neutral underground cable is specified, the insulation shield shall be marked throughout its length with the manufacturer's identification, type of insulation (EPR), size and metal of conductor, rated voltage, year of manufacture and insulation thickness. The identification shall be repeated along the cable at regular intervals with unmarked surfaces not exceeding six (6) inches.
- b. When an overall outer jacket is specified, the outer surface of the cable jacket shall be marked throughout its length with the manufacturer's identification, type of insulation (EPR), size and metal of conductor, rated voltage, year of manufacture and insulation thickness. The identification shall be repeated along the cable at regular intervals with unmarked surfaces not exceeding six (6) inches. The outer jacket shall contain continuous red striping for power cable identification and additionally, with the lightning bolt symbol (in accordance with ANSI CZ-1993 Rule 350.G).

13. *Marking and Packaging*

- a. Cables shall be supplied on nonreturnable reels of approximately 3,000 feet each. The packaging lengths delivered shall not exceed 10% over nor 10% under the specified package lengths unless specified otherwise on the bid form.
- b. The cable shall be level wound on reels leaving approximately 1 1/2 inches rim clearance. The cable shall be protected by heavy fiberboard wrapping secured with steel banding.
- c. Sequential foot markings shall be printed on the cable jacket and beginning and ending footages clearly marked on each reel.



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- d. Cables shall have durable weatherproof seals on the ends of each piece, and both ends shall be accessible and long enough for sampling (para. 5.a.).

14. *Warranty*

The bidder shall state its standard warranty for each item and conductor size and type. Warranties will be evaluated on the basis of longevity quoted and estimated replacement costs.



SECTION E

Form of Contract

THIS CONTRACT (this "Contract" or this "Agreement"), is made and entered into this _____ 2019 by and between the KITTITAS COUNTY PUD No. 1 ("Kittitas PUD" or the "District"), and _____ a Washington corporation / limited liability company (the "Contractor").

Recital

That in consideration of the terms and conditions contained in the **Bid Call 20-002** and the Proposal from Contractor to provide the Deliverables in response to the Bid Call, copies of which are attached hereto and incorporated by this reference, Contractor was awarded the Contract.

I. SERVICES AND TERM

1. *Scope of Services / Goods.* The Contractor shall perform the work / provide the goods as defined in the **Bid Call 20-002**, Deliverables, hereafter the "Services" or as applicable "Goods". The Contractor agrees to complete all Services in a good, workmanlike and professional manner / furnish all Goods in new and merchantable condition, meeting all specifications. Unless another warranty is specified in the Deliverables, all Services and all Goods furnished hereunder are warranted against defects in workmanship and materials for one year after acceptance by the Kittitas PUD.

2. *Term.* The term of this contract shall be from date of contract execution through _____, **2019**, subject to any extension options set forth in the Deliverables summary.

The Contract may be terminated as follows:

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

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

II. DISTRICT RESPONSIBILITIES

3. *Cooperation.* The Kittitas PUD shall cooperate as set forth in the Bid Call. No liability shall attach to the KITTITAS COUNTY PUD NO.1, by reason of the entering into this Contract, except as expressly provided herein.



III. CONTRACTOR'S RESPONSIBILITIES

4. *Generally.* The Contractor, for itself/him/herself, and for its/his/her heirs, executors, administrators, successors and permitted assigns, does hereby agree to the full performance of all the covenants herein contained and contained in the Bid Call upon the part of the Contractor. Time is of the essence.

5. *Personnel*

(a) All Services shall be performed by employees regularly employed by the Contractor, unless Kittitas PUD provides the Contractor prior written consent, which Kittitas PUD 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 the Contractor (collectively referred to as "Sub-Contractors"). The 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 of Kittitas PUD established from time to time by Kittitas PUD for the conduct of, and in relation to, the employees of the contractors of Kittitas PUD when such employees are on Kittitas PUD premises.

(b) Kittitas PUD may require the Contractor to provide its personnel with picture identification cards. All the Contractor's personnel shall enter and exit Kittitas PUD facilities in a manner prescribed by Kittitas PUD.

(c) The Contractor will be responsible securing Kittitas PUD facilities after each performance of Services. The Contractor shall ensure that unauthorized persons are not allowed access to the facilities during the time Services are performed.

(d) The Contractor shall be solely responsible for hiring, firing, paying and supervising the performance of Services by its employees and Sub-Contractors. Furthermore, the 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 Services under this Agreement.

6. *Equipment and Material.* The Contractor shall provide and maintain adequate equipment to permit timely completion of all operations and shall use materials which are in conformance with existing federal, state and local laws and ordinances.

IV. ADDITIONAL REQUIREMENTS

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

8. *Compliance with Laws.* The Contractor understands and agrees that the Contractor's performance of any and all Services performed pursuant to this Agreement shall, at the Contractor's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such Services. The Contractor shall pay all taxes, assessments and premiums now or hereafter in effect and payable by reason of or in connection with the Services to be performed by the Contractor under this Agreement, including, without limitation, B&O, income taxes, social security taxes, sales taxes, use taxes, personal property taxes. The Contractor further agrees, at its own expense, to be



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Providing Safe and Reliable Electric Service

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to the Contractor's employment status or the Contractor's employment relationship with others, including, without limitation, those laws governing employee withholding, benefits and fair labor practices.

9. *Insurance.* The Contractor shall carry and maintain workers' compensation insurance in statutory amounts, comprehensive general liability insurance through companies satisfactory to Kittitas PUD endorsed to include contractual liability in a minimum amount of \$1,000,000 combined single limit and automobile liability insurance in a minimum amount of \$500,000 combined single limit. All such policies (except workers' compensation) shall specifically state: Kittitas PUD, and its officers, trustees, directors, agents and employees are named as additional insureds under the above policies; such insurance shall be primary and not contributory with Kittitas PUD's insurance as it relates to occurrence(s) by the Contractor or its Sub-Contractor(s)." Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior written notice to Kittitas PUD. The Contractor shall furnish to Kittitas PUD a Certificate of Insurance evidencing such primary coverage prior to the commencement of Services hereunder and shall continue to provide Kittitas PUD with subsequent Certificates of Insurance evidencing uninterrupted compliance with these insurance requirements until the termination of this Agreement. The Contractor expressly understands and agrees that it is solely liable for the acts and omissions of its Sub-Contractors and the Contractor's Comprehensive General Liability insurance shall apply to such acts and omissions of its Sub-Contractors. The Contractor shall also provide Kittitas PUD with certified copies of the policies required herein upon Kittitas PUD's request. The 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 Services.

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

11. *Indemnification.* To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Kittitas PUD from and against any claims and all liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses or expenses from whatever nature (collectively "claims") arising out of or resulting from performance of (or failure to perform) the Work under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than to the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations if indemnity which would otherwise exist as to a party or person described in this paragraph. In addition, the Contractor and its Sub-Contractors shall indemnify and hold harmless Kittitas PUD and be solely responsible for paying and keeping all records required for wage and hour purposes, including exemption certificates, wages, 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. The 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. The aforementioned indemnification obligations shall survive the termination of this Agreement.

12. *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 (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.

V. MISCELLANEOUS

13. *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 the Contractor without the prior written consent of Kittitas PUD.

14. *Entire Agreement.* This Agreement along with the Bid Call contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force and effect.

15. *Amendment of Agreement.* This Agreement may be amended only by a written instrument signed by the parties hereto.

16. *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.

17. *Exhibits.* If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with or additional to the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail over any inconsistent terms and unless specifically accepted by the parties as part of this Agreement, the additional terms shall not be incorporated into the Agreement.

18. *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.

19. *Law; Venue.* The laws of the State of Washington shall govern any contract executed between the successful Contractor and PUD. 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.

20. *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.



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Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

KITTITAS COUNTY PUD NO. 1:

General Manager (signature)

Date:

CONTRACTOR:

NAME

Contractor (signature)

Title: _____

Address: _____

City, State, Zip: _____

Date: _____