

KITTITAS COUNTY PUD

2020 SEMI ANNUAL WIRE BID

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 Proposal Form

Section D. Technical Specifications

Section E. Contract

Section F. Sample Form Bid Bond

Section G. Sample Form Payment and Performance Bond

SECTION A

ADVERTISEMENT FOR BIDS

Sealed bids will be received by Public Utility District No. 1 of Kittitas County (the "District") at the office of the District at 1400 Vantage Highway, Ellensburg, Washington 98926, on **June 4, 2020 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 Operations Assistant, Carrie Kavanaugh, 1400 Vantage Hwy, Ellensburg WA or email carrie.kavanaugh@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 Bid Proposal form and in accordance with the Instructions to Bidders. Bids shall be identified on the outside of the envelope as

BID NO. 20-004 OPENING DATE: June 4, 2020 at 3:00 PM

The District reserves the right to reject any or all bids, to waive all informality or immaterial irregularity in the bidding. The District reserves the right to accept and split the award on an item basis to one or more bidders if the District determines that doing so will be most advantageous to the District (price and other factors considered). The District also reserves the right to accept the bid from the lowest responsible bidder, or to the "best bidder" in accordance with RCW 54.04.080, even if such lowest responsible bidder or best bidder is not the lowest bidder, and bidders by submitting bids agree to this condition.

Dated this 13th day of May 2020.

PUBLIC UTILITY DISTRICT NO.1
OF KITTITAS COUNTY

Perry Wood, Operations Manager

(Publish 5/19/2020; 5/26/2020)

SECTION B

INSTRUCTIONS TO BIDDERS

Bid No. 20-004, Opening Date: June 4, 2020 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, specifications and contract documents are on file at the Operations office of the District. Interested bidders may obtain copies by contacting Operations Assistant, Carrie Kavanaugh, 1400 Vantage Hwy, Ellensburg WA or email carrie.kavanaugh@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 "Bid 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 Bid Proposal.
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 **20-004**. Faxed Bids **will not be** accepted.
6. Bid/Performance Bonds. Each bid must be accompanied by a certified or cashier's check payable to the order of the District for the sum of five percent (5%) of the total amount of the bid, or accompanied by a Bid Bond in a form acceptable to the District in amount not less than five percent (5%) of the total bid with a corporate surety licensed to do business in the State of Washington, conditioned that that the bidder will pay to the District as liquidated damages the total amount specified in the Bid Bond unless entering into a contract in accordance with the bid and furnishing a Payment and Performance Bond(s) in a form(s) acceptable to the District for not less than one hundred percent (100%) of the contract price within ten (10) days from the date from which it is notified that it is the successful bidder in accordance with RCW 54.04.080. Sample forms for the Bid Bond and the Payment and Performance Bond(s) acceptable to the District are shown in Sections F and G, respectively.

If a bid is not accepted, the certified check, cashier's check, or Bid Bond will be returned within 90 days to the bidder furnishing the same, except that of the successful bidder which shall be retained until a contract is entered into and Performance Bond furnished as required above.

If the successful bidder fails to enter into a contract and furnish the Performance Bond within ten (10) days of being notified that they are the successful bidder, the check or Bid Bond and the amount thereof shall be forfeited to the District in accordance with RCW

54.04.080. No bidder may withdraw its bid after the hour set for the opening. Any withdraw request from a 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 the District, 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. 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 informality or immaterial irregularity in the bids received. The District reserves the right to make an award of any item or items separately to the lowest responsible bidder or the best bidder in accordance with RCW 54.04.080 for any given any item or items if the District determines that doing so will be most advantageous to the District (price and other factors considered).
9. Competitive Bidding. 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 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) thoroughness of the bidder's compliance with and completion of data requests to the extent it impacts the District's ability to compare bid proposals and verify compliance with the specifications; e) the quality of performance of pervious contracts or service;

- f) the previous and existing compliance by the bidder with laws relating to the contract and services;
- g) such other information as may be secured having a bearing on the decision to award the contract, including, but not limited to, prior safety violations and lawsuits; and
- h) bidder has submitted Unit Prices for every item in Bid Proposal form for which bidder has submitted a bid proposal;

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.

11. Delivery and Shipping. Bids will be considered non-responsive, and rejected, if the Maximum Weeks for Delivery provided on the Bid Proposal exceeds 6 weeks. 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.
12. 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.
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 (8.3%) on the bid form.
14. Bid Item Quantities/Purchases. The quantities of material listed on the Bid Proposal form under Section C are estimates for bidding purposes and for purposes of establishing the amount of the required Bid Bonds for bidders and the amount of the Performance and Payment Bond(s) for the successful bidder only. The District 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.
15. 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.

16. 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

BID PROPOSAL FORM FOR CONDUCTOR

Bid No. 20-004, Opening Date June 4, 2020

To: Public Utility District No. 1 of Kittitas County
1400 Vantage Hwy.
Ellensburg, WA 98926

Having carefully examined the all Contract Documents related to Bid No. 20-004, 2020 Semi - Annual Wire Bid, including the Technical Specifications, the undersigned hereby promises to furnish and deliver the specified materials/equipment in strict accordance with the Contract Documents for the price(s) indicated below.

In order for a bidder to be deemed responsive, the bidder must provide a bid price and Maximum Weeks for Delivery ARO for all items being bid.

SUBSECTION 1: Bid Prices and Delivery

Overhead Service Conductor

Item No.	Description and Estimated Quantity	Unit Price Per Mft.	Total Price	Maximum Weeks for Delivery ARO (Contract Time)
1	1,000 feet – 1/0 Triplex OH (Janthina)			
2	1,000 feet – 4/0 Triplex OH (Cerapus)			
3	1,000 feet – 4/0 Triplex OH (Costena)			

Total for Overhead Service Conductor _____

Overhead Primary Conductor

Item No.	Description and Estimated Quantity	Unit Price Per Cwt.	Total Price	Maximum Weeks for Delivery ARO (Contract Time)
4	18,000 feet - #336 Triple AC, (Tulip)	_____	_____	_____
		_____	_____	_____
		_____	_____	_____

Total Overhead Primary Conductor _____

Underground Service Conductor

Item No.	Description and Estimated Quantity	Unit Price Per Mft.	Total Price	Maximum Weeks for Delivery ARO (Contract Time)
5	4,000 feet - #4/0 Triplex UG, (Sweet Briar)	_____	_____	_____
6	1,000 feet – 4/0 Quadruplex UG (Wake Forest)	_____	_____	_____
7	1,000 feet – 1/0 Quadruplex UG (Notre Dame)	_____	_____	_____

Total for Underground Service Conductor _____

Underground Distribution Primary Conductor

Item No.	Description and Estimated Quantity	Unit Price Per Mft.	Total Price	Maximum Weeks for Delivery ARO (Contract Time)
8	30,000 feet - #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 _____

Total for All Items (Excluding Sales Tax) _____

* The Estimated Quantities indicated above are estimates to be used only for evaluation purposes and for purposes of establishing the amount of the required Bid Bonds for bidders and the amount of the Performance and Payment Bond(s) for the successful bidder, except that the amount of such bonds shall include Washington sales tax as determined under subsection 2 below.

**Bidder shall provide the number of weeks for the delivery of conductor orders after receipt of a Purchase Order. The weeks stated shall be considered Contract Time for each Purchase Order placed. Delivery may not exceed 6 weeks.

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: All Inclusive

The bid prices quoted above under Subsection 1 are all-inclusive and include(s) all material, supplies, equipment, special tools, costs, insurance, permits, all taxes (exclusive of Washington State sale tax), freight costs, delivery to Kittitas PUD Warehouse, overhead, profit, and all miscellaneous items to fulfill the Contract Documents as specified.

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 9 and 10, and material specifications outlined below.

SUBSECTION 5: Written Agreement

If awarded the contract, the bidder agrees to enter into a written Agreement with the District in form included in the Contract Documents within ten (10) days of its receipt of the written Notice of Award.

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 _____, 2020.

Bidder / Company

Manufacturer

Address

Authorized Signature and Title

Phone # _____

Typed Name and Title

Fax # _____

SECTION D

TECHNICAL SPECIFICATIONS

Bid No. 20-004, Opening Date: June 4, 2020 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. The District shall identify actual quantities of each type of conductor to be delivered by issuance of Purchase Orders to the successful bidder throughout the Contract Term. Contract Time shall be the Maximum Weeks for Delivery After Receipt of Order (ARO) submitted by the bidder for each item on the bid form and which shall not be longer than 6 weeks. 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. 20-004, OPENING DATE- June 4, 2020.
- 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.

7. *Contract Term*

The Contract Term shall be from the date the Agreement is executed through December 31, 2020.

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 AAAC

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.
- 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

AGREEMENT FOR PURCHASE OF MATERIALS

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

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

1. **Sale of Goods.** Seller shall sell, transfer and deliver to Buyer all of the goods, materials, equipment, services, information, drawings, documents, and other items ("Goods") described and furnished or to be furnished under the **Bid Call No. 20-004** (including all sections, subsections, attachments and revisions) and the Bid Proposal from Seller to provide the Goods in response to the Bid Call, copies of which are attached hereto as **Exhibit A** and incorporated herein by this reference (collectively, the "Bid Documents"). Collectively, this Agreement and the Bid Documents are referred to as the "Contract Documents".

2. **Contract Term.** The term of this Agreement shall be from date of execution through December 31, 2020 ("Contract Term").

3. **Price and Payment.** The Goods shall be invoiced at the price set forth in the Bid Documents. Unless otherwise stated in the Bid Documents, payment of the purchase price shall be net 30 days from the later of the date Buyer receives Seller's correct invoice for such shipment or the date that Buyer receives and accepts the Goods. The purchase price shall include all taxes, customs duties, customs fees, or other governmental charges due with respect to the Goods. Buyer shall, however, pay for any taxes that it is statutorily required to pay. Seller shall provide Buyer with documentation satisfactory to Buyer that establishes Buyer's statutory liability to pay such taxes. If Seller fails to provide such documentation, Buyer shall not be obligated to pay any such taxes.

No payment under this Agreement or the Bid Documents shall be evidence of completion and/or satisfactory performance of this Agreement, either in whole or in part, nor shall any such payment relieve Seller of any of its obligations hereunder.

4. **Delivery.** Seller shall meet the delivery dates, specifications, and quantities set forth in the Bid Documents and underlying Purchase Orders. Time is of the essence. Unless an alternate location is specified in the Bid Documents, Seller shall deliver all the Goods to Buyer F.O.B. 1400 Vantage Highway, Ellensburg, WA 98926, on or before the date required under the Bid Documents. Unless otherwise agreed to in the Bid Documents, Seller shall pay all shipping costs and shall properly package the Goods for protection against damage that may result from shipment, handling, storage, or other causes.

5. **Inspection and Acceptance.** Buyer shall not be deemed to have accepted any of the Goods prior to the completion of inspection and testing. At Buyer's option, such inspection

or testing may be made either at the factory before shipment or after receipt, or both. Buyer, without limiting its other rights or remedies, shall have the right following such inspection and/or testing to reject any or all of the Goods which are in Buyer's judgment defective or not as represented or contracted for. Any of the Goods so rejected and any items supplied in excess of quantities called for in the applicable Purchase Order may be returned to Seller at Seller's expense and in addition to Buyer's other rights. Buyer may charge Seller all expenses of unpacking, repacking, and reshipping such rejected or excess Goods or items. Buyer shall make a reasonable effort to conduct such inspection and/or testing as soon as practical following delivery, but in no event later than thirty (30) days following delivery.

6. **Title and Risk of Loss.** The title and risk of loss of the Goods shall not pass to Buyer until Buyer accepts conforming goods as set forth in Section 4.

7. **Warranty.** Seller warrants to Buyer that, in addition to any and all express and implied warranties provided under the Uniform Commercial Code as implemented in the State of Washington under Title 62A of the Revised Code of Washington: (a) the Goods shall be free from all defects in design, materials, workmanship, patent, and title; (b) all materials, components, parts, and other items incorporated in the Goods shall be new and of suitable quality for their intended purpose; (c) when shipped the Goods shall be free from all liens, security interests, and encumbrances of any type whatsoever; and (d) the Goods shall conform in all respects with the requirements of this Agreement, the Bid Documents, and all applicable laws and regulations. Seller shall promptly correct any of the Goods, at Seller's expenses, that do not comply with this warranty. If Buyer requests Seller to make any such correction and Seller thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct or cause to be corrected the noncompliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Seller the cost thereof. If Buyer rejects any of the Goods that do not comply with the foregoing warranty, Seller shall have a reasonable time to correct the noncompliance. If Seller fails to correct the noncompliance within a reasonable time, Buyer may cancel the Purchase Order as to the non-complying Goods without any liability, obligations of, or cost to Buyer with respect to such Goods and without prejudice to any other rights or remedies of Buyer with respect to such noncompliance, i.e., to damages or cover. The warranties set forth in this Section constitute express warranties of future compliance. Seller agrees to obtain for Buyer any and all warranties for the Goods to be provided, and to ensure that such warranties will inure to the benefit of Buyer. It is agreed that Seller will execute such documents as may be necessary to effectuate any such assignment.

8. **Indemnification.** To the fullest extent permitted by law, Seller shall indemnify, defend, and hold harmless Buyer, 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) Seller's breach of any of its obligations hereunder; or (b) the negligent acts or omissions of Seller, its officers, employees or agents, except for injuries and damages caused by the sole negligence of Buyer. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of the 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.

9. **Wages Paid by Seller.** In the event the Goods are nonstandard items fabricated or manufactured by Seller, or a subcontractor of Seller, for a public works project pursuant to WAC 296-127-010(5)(b), Seller and/or its subcontractor shall fully comply with all applicable provisions or Chapter 39.12 of the Revised Code of Washington and Chapter 296-127 of the Washington Administrative Code, including the filing and payment of fees for all required statements and affidavits for each county in which the work is performed. Seller may determine the applicable prevailing wage rates by contacting the Washington Department of Labor and Industries.

10. **Activities on Buyer's Premises.** If Seller, or any of its subcontractors or suppliers of any tier, performs any activities on premises owned, leased, possessed, or controlled by Buyer, Seller shall:

a. Carry on said work at its own risk until the work is fully completed and accepted. In case of accident, destruction, or injury to the work and/or Goods, before its final completion and acceptance, Seller shall repair or replace forthwith the work and/or Goods so injured, damaged, and destroyed, at its own expense and to the satisfaction of Buyer. When Goods are furnished by others for installation or erection by Seller, Seller shall receive, unload, store and handle the same at the site and become responsible therefor as though such Goods were being furnished by Seller under this Agreement.

b. Carry and maintain throughout performance of this Agreement the following types and amounts of insurance: (i) workers' compensation insurance in the statutory required amounts; (ii) employer's liability insurance with a limit of not less than \$1,000,000 per claim; (iii) commercial general liability (bodily injury and property damage) with limits of not less than \$2,000,000 per occurrence; and (iv) 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 Buyer, and its officers, commissioners, agents and employees as additional insureds.

The above policies shall: (v) 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; (vi) be primary and not contributory with Buyer's insurance as it relates to occurrence(s) by Seller or its subcontractor(s); and (vii) provide that it may not be canceled or changed without at least thirty (30) days prior written notice to Buyer. Seller shall furnish to Buyer a Certificate of Insurance evidencing such primary coverage prior to the commencement to the work hereunder and shall continue to provide Buyer with subsequent Certificates of Insurance evidencing uninterrupted compliance with these insurance requirements until the termination of this Agreement. Seller expressly understands and agrees that it is solely liable for the acts and omissions of its subcontractors and that Seller's commercial general liability insurance shall apply to such acts and omissions of its subcontractors. Seller shall also provide Buyer with certified copies of the policies required herein upon Buyer's request. Seller further agrees to require and cause the same insurance coverages and Certificates of Insurance as set forth herein, and the indemnifications as set forth above, from any and all of its subcontractors, prior to any such subcontractor's commencement of any work. The above insurance limits do not constitute a limit on Seller's liability to Buyer. Any payment of deductible or self-insured retention shall be the sole responsibility of Seller.

c. Pay no less than, and ensure each of its subcontractors 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 June 4, 2020 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 Seller 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 Bid Documents indicates that the project for which the Goods are to be provided will receive, either in whole or in part, federal funding, Seller, and each and every subcontractor, shall pay the higher of the state or federal wage rates. Seller shall ensure that each and every one of its subcontractors complies with the requirements under this Section.

11. **Patent.** Seller, at its own expense, shall defend all suits or proceedings instituted against Buyer and pay any award of damages and/or costs assessed against Buyer in such suits or proceedings, insofar as the same are based on any claim that any of the Goods, or any part thereof, furnished pursuant to this Agreement constitutes an infringement of any patent or copyright. In case the Goods are in any such suit held to constitute an infringement and the use enjoined, Seller shall, within a reasonable time, either secure for Buyer, at Seller's own expense, the right to continue using the Goods by suspension of the injunction, by producing for Buyer the license, or otherwise, or will, at Seller's own expense and as Buyer may elect, replace the infringing Goods with noninfringing Goods or modify the same so that they become noninfringing.

12. **Binding and Assignment.** 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 Seller without the prior written consent of Buyer.

13. **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.

14. **Applicable Law.** Seller shall comply with all applicable federal, state and local laws and regulations, all of which are deemed to be incorporated into this contract as if fully set forth. This contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington and the rights and obligations of Buyer and Seller shall be governed by the laws of the State of Washington. Venue for any action filed to enforce or interpret the provisions of this contract shall be in Kittitas County Superior Court, Kittitas County, Washington. In the event of litigation to enforce the provisions of this contract, the substantially prevailing party shall be entitled to reasonable attorneys fees and costs in addition to any other relief allowed.

15. **Meaning of Terms.** Except as otherwise expressly agreed, all terms herein employed shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of Washington under Title 62A of the Revised Code of Washington on the date of execution of this Agreement.

16. **Safety Data Sheets.** Seller shall deliver to Buyer, with the Goods, Safety Data Sheets applicable for any hazardous or potentially hazardous products.

17. **Conflict and Precedence.** In the event of a conflict between the terms and conditions contained in the Bid Documents (including any sections, subsections, attachments and revisions to the Bid Documents) and the main body of this Agreement, the following order of precedence shall apply:

- * Purchase Orders
- * The Bid Documents (including sections, subsections, attachments and revisions)
- * The main body of this 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. **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.

20. **Non-Discrimination and Equal Opportunity.** Seller 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.

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

Buyer:

KITTITAS COUNTY PUBLIC UTILITY
DISTRICT NO. 1

By: _____
Title: General Manager
Date: _____

Seller:

(Name of Seller)

(Signature of Authorized Representative)

By: _____

Title: _____

Date: _____



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

EXHIBIT A

BID DOCUMENTS



SECTION F

Sample Form Bid Bond

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 _____



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

SECTION G

Sample Form Payment and Performance Bonds



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



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 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.



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

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)

Principal

By _____(s)

Witness to Principal

Address

Address

Surety

ATTEST:

Witness as to Surety

Address

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.