



INVITATION TO BID

TREATED RED CEDAR/DOUG FIR DISTRIBUTION POLE REQUIREMENTS

BID NO. 19-008

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BID NO. 19-008

**TREATED RED CEDAR/DOUG FIR DISTRIBUTION
POLE REQUIREMENTS**

MEMORANDUM

Section A

The Public Utility District No.1 of Kittitas County will receive sealed bids at the Utility's Main Office, Operations Building, 1400 E. Vantage Hwy, Ellensburg, Washington 98926, up to the date and time of opening as listed on page 2 of Bid Document. Bidders have the responsibility to ensure that bid proposals are received by the Utility on/before the date and time of opening.

Thank you for your cooperation.

Sincerely,

Perry Wood
Operations Manager
Kittitas PUD # 1



January 30, 2019

Invitation to Bid No. 19-008

NOTICE TO WOOD POLE MANUFACTURERS

Notice is hereby given that Public Utility District No. 1 of Kittitas County will receive sealed bids at the Utility's Main Office, 1400 E. Vantage Hwy, Ellensburg Washington 98926, up to the hour of **3:00 PM, on February 21, 2019**, at which time responsive bids will be publicly opened and read aloud, for the purchase of the following material:

BUTT TREATED RED CEDAR/FULL TREATED DOUGLAS FIR DISTRIBUTION POLE
REQUIREMENTS

all as more fully described and subject to the terms and conditions set forth in the special conditions, and specifications therefore on file in the general offices of the Utility, where copies of same may be obtained by prospective bidders.

The Utility reserves the right to reject any or all bids. However, the Utility will consider alternate proposals that closely approximate the attached specifications but reserves the right to select equipment best suited to overall interest of the Utility.

PUBLICATION: 2/5/2019; 2/12/2018

PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY

Request for clarification or additional information should be directed to Perry Wood, Operations Manager, at Phone No. (509) 933-7200 or perry.wood@kittitaspud.com



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

NOTES:

1. Bids must be sealed and marked: "**DISTRIBUTION POLES, BID NO. 19-008, BID OPENING AT 3:00 P.M. ON February 21, 2019.**"
2. Bids will be publicly opened and read on the date and time listed above at the Utility's Main Office, 1400 East Vantage Hwy, Ellensburg, Washington 98926.
3. FAXED Bids **will not be** accepted.



Section B

SPECIAL CONDITIONS

(Material Bid)

1. Each bid must conform to the special conditions, specifications, and bid form of the Bid Invitation as stated, all of which shall become part of the contract documents.
2. The Public Utility District No. 1 of Kittitas County, hereinafter referred to as the Utility, reserves the right to reject any and/or all bids and to waive any irregularities and/or any informalities in any bid and or in the bidding, except those contrary to law. The Utility reserves the right to award prime bid or any of the alternate bids, whichever is to be the best interest of the Utility.
3. If the contractor fails or refuses to furnish any materials and/or to complete delivery thereof within the specified time or times, or any extensions thereof, and such default continues for more than ten (10) days after written notice thereof by the Utility, the Utility shall have the right to procure such materials on the open market, and the contractor and his sureties shall be liable to the Utility for any excess cost occasioned thereby.

Provided, that the contractor shall not be charged with any excess cost occasioned the Utility when the delay of the contractor is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of the subcontractor due to such causes.

4. Bid prices shall include any and all applicable state and/or federal taxes in effect at the time bid is submitted, which taxes shall be itemized and shown separately. Any such taxes created subsequent to the bid date and made applicable to the services furnished shall be separately billed to and paid by the Utility. Any reduction in taxes included in bid prices shall be credited to the Utility at the time of final settlement.
5. No employee of the Utility shall be admitted to any share of or part of this contract, or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.
6. No bidder shall be permitted to withdraw its bid after the hour set at which the bids are opened. Any requests to withdraw prior to the opening shall be done in writing.
7. The manufacturer shall fully guarantee his materials and workmanship for a period of eighteen months from date of delivery, and/or twelve months from date of field installation. The manufacturer shall also state any additional warranty beyond the guaranteed first year, if applicable.
8. Awards will be made on the basis of total cost to the Utility for materials delivered F.O.B., freight prepaid and allowed, to the Utility's Material yard located at 1400 East Vantage Highway, Ellensburg, Washington 98926.
9. Chapter 54.04.085 R.C.W. Laws of 1971 requests that bid proposals shall be made upon contract proposal forms supplied by the Utility, and in no other manner.



Section C WASHINGTON LAW ON PUBLIC AND PUBLIC
UTILITY DISTRICT CONTRACTS

The Owner being a municipal corporation and a political subdivision of the State of Washington, all of the statutes of the State of Washington relating to a public works contract of such an agency, are incorporated herein by reference as a part of these Contract Documents, as are also all of the statutes of the State of Washington, particularly relating to public utility districts, including, but not limited to:

- a. RCW Ch. 39.04 relating to plans and specifications on work done for public bodies, estimates of cost of the work, supplemental plans and specifications, supplemental estimates, accounts and records of costs, engineer's certificate.
- b. RCW Ch. 39.06 relating to subcontractor responsibility criteria
- c. RCW Ch. 39.08 relating to form of contractors' bonds and liens.
- d. RCW Ch. 39.12 concerning the prevailing wage rates to be paid to labor on public works, and certificates required by the State, the arbitration of disputes over wages, and penalties.
- e. RCW Ch. 49.28 concerning the definition of a working day, emergency overtime provisions and penalties.
- f. RCW Ch. 54.04.070 and 54.04.080 relating to bids, bonds, and contracts on work for public utility districts.
- g. RCW Ch. 54.04.090 relating to minimum wages on work performed for a public utility district.
- h. RCW Ch. 60.28 relating to labor and material liens and taxes and retainage.
- i. WISHA CH 49.17.010, WAC CH 296-155 Relating to Workmen's Compensation Coverage and the intent thereof.



Section D

IN THE PERFORMANCE OF THE WORK OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. The Contractor will comply with all published rules, regulations, directives, and orders of the Washington State Human Rights Commission which may be in effect prior to the taking of bids.
2. The Contractor will furnish all information and file such compliance reports as may be required by the Washington State Human Rights Commission, and said Contractor will permit access to his books, records, and accounts by the Washington State Human Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with the rules, regulations, and order of the Washington State Human Rights Commission as they are issued.
3. If the Contractor does not comply with this provision of this contract, or with such rules, regulations, or orders issued by the Washington State Human Rights Commission, this contract may be canceled, terminated, or suspended in whole or in part.
4. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Washington State Human Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the Owner, the Contractor may request the Owner to enter into such litigation to protect the interest of the Owner.



Section E

INSTRUCTIONS TO BIDDERS

1. Bids will be received at the Utility's Purchasing office up to the date and time listed on the bid form. Bids shall be **mailed** to:

**KITTITAS PUBLIC UTILITIES DISTRICT #1
1400 EAST VANTAGE HIGHWAY
ELLENSBURG, WA 98926**

ENVELOPES SHALL BE MARKED IN THE UPPER LEFT HAND CORNER WITH THE CONTRACTOR'S NAME AND RETURN ADDRESS AND WITH THE BID NUMBER AND NAME, AND THE DATE AND TIME DUE AT THE UTILITY. It is the contractor's responsibility to ensure the quotation is properly identified and delivered to the Utility by the date and time due. FAXED BIDS WIL NOT BE ACCEPTED.

2. Utility Specifications

Utility Specifications may appear to be written around a specific manufactured unit which represents the ultimate desire by the Utility. The Utility will consider alternate proposals that closely approximate the attached specifications but reserves the right to select equipment best suited to the overall interest of the Utility.

Bidders taking exception to Utility specifications shall submit an alternate bid proposal. Alternate bids will be accepted on the Utility's bid form clearly labeled "Alternate Bid". Each bidder shall prepare a supplemental letter outlining specific items where alternate bid does not meet specifications and also specific items where alternate bid exceeds basic bid specifications. Supplemental letters should be attached to Utility bid form and submitted prior to date and time of bid opening.

The Utility requires a high-quality distribution pole that results from careful compliance with the "Distribution Pole Specifications" included in this bid. Prospective bidders are requested to carefully review all specification details before preparing their quotation. Special attention should be directed to the areas of:

- (a) Quality/straightness of white wood
- (b) Single drilled framing
- (c) Heartwood moisture content
- (d) Smooth surface after incising
- (e) Tag/marking requirements
- (f) Allowable checking especially pole top
- (g) Sapwood treatment/retention/thickness
- (h) Finished pole surface/cleanliness
- (i) Deep incising/radial drilling in ground line area



3. Freight Terms/FOB Point

Awards will be made on the basis of total cost to the Utility. Delivery of material to be complete, FOB, freight prepaid and allowed, to the Utility's Material Yard at 1400 East Vantage Highway, Ellensburg, Washington 98926. Successful contractor will be responsible for all damage to shipment incurred in transit. Releases of poles will be in truckload lots or combined sizes to make full loads. Deliveries will be made by a self-loader truck.

4. Contract Period

The contract will be 24 months (2 year) from the contract award date.

5. Escalation

Bid prices will be firm for the initial 6 months of the contract period. Three price adjustments will be allowed in 6 month increments of the contract and will be limited to actual documented increases in white wood, treatment oils and chemicals and freight costs incurred the first 6 months of the contract period. Bidders are to include indices which will be used to justify increases.

6. Bid Quantity Increase/Decrease

The estimated annual purchase quantities are based upon the average yearly usage quantities for the past year. The Utility reserves the right to increase or decrease actual pole purchases to conform to actual requirements.

7. Bid Form

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

8. Pole Inspection

The utility does not have an onsite inspector and will not inspect poles prior to shipment. The utility is requiring that pole inspection be done by the successful bidder and must be a **W.Q.C. facility**. Each pole will be inspected prior to (white wood) and after treatment (black wood). Successful bidder will be responsible to contact the appropriate inspection service directly to arrange for inspection services (or other Utility approved inspection service).

The final judgment on pole quality shall rest with the Utility's inspector upon arrival at the PUD's material yard.

9. Utility Pole Receipt/Inspection/Rejection Procedure

All poles will be inspected by a Utility Warehouse representative at time of receiving/off-loading. Rejected poles will be separated on the bunks until a sufficient quantity is accumulated. Utility to tag rejects referencing purchase order number and date. The Utility's inspector will review rejected poles and have the responsibility to make a final determination. Vendor will be notified periodically of rejected quantities for replacement. The Utility will not delay invoice processing due to rejected poles but reserves that right in case vendor fails to replace rejected poles within thirty (30) days of notification.



10. Pole Inventory Requirements

The Utility will require (15) 40-foot class III, (10) 45-foot class III and (10) 45-foot class III treated and inspected poles be stocked at all times for immediate delivery. The Utility acknowledges a responsibility to purchase the vendor's inventory upon completion of the contract but reserves the right not to purchase any vendor inventory beyond stocking requirements.

11. Bid Award

The Utility desires to contract all the items contained in this bid with one supplier, but reserves the right to award by item, or partible item. Inability of the vendor to deliver the specified quantity/quality of poles can cause an emergency for the Utility. In case of an emergency, the Utility reserves the right to purchase pole requirements on the open market with the contracted vendor. The Utility will issue purchase orders for each release of poles on this contract.

12. Pole Deliveries

Delivery shall be made F.O.B. the Utility's material yard pole bunks, located at 1400 East Vantage Highway, Ellensburg, WA 98926 by self-unloading trucks. Unloading will be the responsibility of the successful vendor. Copies of Material Safety Data Sheets must be provided with each delivery.

The Utility requires a 24-hour notice prior to pole deliveries to arrange bunk storage space. Utility contact for delivery notification is Mr. Jim Mills, Warehouseman, at (509) 933-7200 ext. 815. Deliveries will be received between the hours of 8:30 AM and 2:00 PM, Monday through Friday.

13. Award Conference

Successful bidder will be notified by the Utilities Warehouseman (Jim Mills) once bids have been evaluated and decision has been made. All aspects of Utility requirements and successful bidder responsibilities will be discussed to ensure a smooth transition into the new contract period.



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

Section F

KITTITAS PUBLIC UTILITIES

TECHNICAL SPECIFICATIONS

FOR

DISTRIBUTION POLES



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KITTITAS PUBLIC UTILITIES TECHNICAL SPECIFICATIONS DISTRIBUTION POLES

1.0 SCOPE

This specification covers the minimum requirements for poles used on the KCPUD distribution system. These requirements include material (wood product), treatment, inspection, handling and storage.

2.0 GENERAL REQUIREMENTS

2.1 REFERENCE DOCUMENTS (Latest revision shall always apply).

The following documents are referred to in this specification.

- A. KCPUD drawings **W1.1G**, USDA RUS "Distribution Pole Framing Guides," **KCPUD requires a 7' neutral drilling hole**, per attached specification. DWG attached.
- B. ANSI 05.1 - Specifications and Dimensions for Wood Poles.
- C. American Wood Preservers' Association Standards.

2.2 LANGUAGE AND UNITS

All communications (oral or written) shall be in the English language and units as currently used in the USA.

2.3 ORDER OF PRECEDENCE

In the event of inconsistency between documents listed under 2.0 the order of precedence shall be as follows:

- (a) This technical specification, (b) drawings, (c) ANSI 05.1 and AWPA Standards.

2.4 MATERIAL

All wood shall be cut from live, growing trees.

All wood shall be Western Red Cedar (WRC), Coastal Douglas Fir (DF). Interior North (Intermountain) timber is not acceptable.

2.5 WORKMANSHIP

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

2.6 EXTERNAL CONDITION OF POLES

Poles shall be clean when delivered.



3.0 ALL WOOD

3.1 CONDITIONING

Air seasoning is preferred.

Boulton drying is an acceptable alternate.

All conditioning shall be in accordance with AWPA standards T1 section D and M1 and ANSI 05.1.

3.2 SPECIFICATIONS AND DIMENSIONS

All Fir and Cedar wood shall meet the requirements of ANSI 05.1 (latest revision).

In addition, the following limitations are included:

All inner bark shall be removed from that portion of the pole surface between the butt and 2 feet below the ground line (as defined in ANSI 05.1 table 8).

No abrupt changes in contour of the pole shall be permitted.

No barber pole effect or drive wheel gouging shall be permitted.

3.3 FRAMING

All framing shall be in accordance with KCPUD drawings W1.1G.

All poles shall be incised prior to seasoning to a minimum depth of 3/4 inch. Incising shall not cause excessive splintering.

All poles shall be through drilled for a distance of 3 feet above and 4 feet below the ground line (as defined in ANSI 05.1 Table 8). The maximum drilling pattern shall be as shown on P4. Drilling shall not exceed 7/16-inch diameter.

Identification tags in accordance with 5.2 of this specification shall be installed prior to treatment.

3.4 MOISTURE CONTENT

The moisture content prior to treatment shall be 25% @ 2" post treatment.

3.5 INSPECTION



Wood inspection shall be done at a W.Q.C facility.

Inspection shall be based upon this specification, the appropriate parts of ANSI 05.1 and AWPA Standards V1 section D and T1 section D.

If framing is not completed for wood inspection, the inspection may be done after treatment. However, all other provisions of this specification, shall be completed for white wood inspection.

4.0 TREATING

4.1 TREATING MATERIALS

Treating materials shall be copper naphthenate or pentachlorophenol per latest RUS bulletin 1728F-700 dated May 20, 2011. This is for Western Red Cedar and Doug Fir.

The specifications for the treating material and solvent proposed by the bidder must be specified in the bid documents in the summary sheet. Once the bid is awarded, no change to the treating material or solvent will be allowed without **prior written consent** from Kittitas Public Utilities Operations Department.

4.2 TREATING PROCESS

Treatment shall be by the empty-cell or full-cell process described in AWPA Standard T1 section D.

The treatment process shall be in accordance with AWPA Standard T1 section D for Douglas fir and for butt treated Red Cedar.

In addition to the AWPA T1 section D standard, the sterilization requirement of AWPA M1 Part 1.15 shall be included for all Douglas Fir and for butt treated Red Cedar.

4.3 RESULTS OF TREATMENT

Results of treatment shall be as specified in AWPA Standard T1 section D with options as listed below.

Retention shall be at least 0.60 pounds per cubic foot of pentachlorophenol or .075 pounds per cubic foot of copper naphthenate. Shall be adequate for both Doug Fir and Western Red Cedar



Penetration, except at the ground line area, shall be 90% of the sap wood, or 1 inch, whichever is greater for Douglas Fir and Western Red Cedar.

Retention shall be determined as described in the appropriate parts of AWPA Standard A6.

Penetration shall be determined by increment boring and visual inspection or by the methods of AWPA Standard A3, whichever is appropriate.

4.4 INSPECTION

Inspection shall be in accordance with all applicable parts of AWPA Standard M2.

Analysis of the preservative materials shall be in accordance with the appropriate parts of AWPA Standards A5 and A6. The analysis results shall be a part of the inspection report.

4.5 RE-TREATMENT

Any poles that do not meet the treatment penetration, retention and external conditions after the initial treat may be re-treated up to twice. All re-treatment shall be within the original commodity standards. All inspection requirements shown above still apply.

4.6 SPECIFICATIONS AFTER TREATMENT

No check or combination of checks (as defined in ANSI 05.1 Part 5.4.11) shall exceed 1/2 inch in width and shall not extend downward from the top more than 2 feet or upward from the butt more than 3 feet. Additionally, no 1/2-inch check or combination of checks shall extend more than 7 feet anywhere on the pole.

No check through the bolt holes shall exceed 1/4 inch in width and shall not extend downward from the top more than 2 feet.

No check extending past the pith center will be permitted.

No loose wood thicker than 1/2 inch measured radially inward from the surface, wider than 1 inch measured along the circumference and longer than 6 inches will be permitted.

Any longitudinal combination of openings with less than 1/2 inch of wood between them shall be defined as a single check.

5.0 BRANDING AND MARKING

5.1 BRANDING



The inspector's brand shall appear on the butt and top of every pole.
Follow Pole Framing Guide W1.1G

5.2 MARKING

Noncorrosive metal tags shall be affixed to minimum 1/2" deep recesses on the pole butt and top, and on the face at the inside of the sweep, if any, 10 feet from the butt, up to 50-foot poles and 14 feet from the butt on longer poles. They shall contain information in accordance with ANSI 05.1 Part 7.5. A hammer or die stamp is acceptable for class and length. Follow Pole Framing Guide W1.1G

6.0 HANDLING AND STORAGE

6.1 MANUFACTURER'S STORAGE

Manufacturer's storage facilities shall be in compliance with AWPA Standard M4 Part 3.1 and/or ANSI 05.1 Part 8.

6.2 HANDLING

Poles shall be off-loaded at the point-of-delivery by the manufacturer or its hauler. Damage caused by improper handling shall be cause for rejection. 1" or deeper penetrations will be cause for rejection as well. <1" penetrations are acceptable

6.3 DESTINATION INSPECTION

Inspection at the destination, after off-loading, shall determine acceptance or rejection of each pole.



Section G

**BID NO. 19-008
 WESTERN RED CEDAR & DOUGLAS FIR DISTRIBUTION POLES**

BID NO. 19-008 OPENING AT 3:00 PM ON February 21, 2019

Submitted by: _____ Date: _____

BID FORM

In compliance with the Invitation, Special Conditions, Instructions to Bidders, Specifications, and Bid Form and subject to all terms and conditions hereof, the undersigned offers and agrees if this bid be accepted within sixty (60) calendar days from the date of opening, to deliver at the point as specified (page 9), the following Distribution Poles for the bid price of:

<u>Item</u>	<u>Description</u>	<u>Framing</u>	<u>Estimated</u>	<u>Unit Price</u>	<u>Subtotal</u>	<u>Truck</u>
	<u>Length/Class</u>	<u>Guide</u>	<u>Annual</u>			<u>Load</u>
			<u>Quantity</u>			<u>Quantity</u>
1.	55' 3	P40-60	10	_____	_____	_____
2.	50' 3	P40-60	20	_____	_____	_____
3.	45' 3	P40-60	40	_____	_____	_____
4.	45' 4	P40-60	40	_____	_____	_____
5.	40' 3	P40-60	40	_____	_____	_____
6.	35' 4	P25-35	20	_____	_____	_____

ESTIMATED QUANTITIES 170 \$ _____

8.3% WA State Sales Tax \$ _____

TOTAL \$ _____



ADDITIONAL DATA REQUIRED

1. Prices firm for 1st 6 months? _____ Yes
2. Price adjustment indices included? _____ Yes
3. Initial stock to be available in _____ weeks.
4. Lead time for non-stock orders _____ weeks.
5. Acknowledge Receipt of Addendum Nos. _____
6. Compliance with Inventory Requirements? _____ Yes, _____ No _____ Other
7. Treatment Materials to be used on this bid:
Copper Napthenate/#2 Diesel _____
Pentachlorophenol _____
8. Attach copies of Material Safety Data Sheets for all treatment products used.

Bidder agrees to not change treatment materials without prior approval of Kittitas's Operations Manager _____ (initial)

FIRM _____

AUTHORIZING SIGNATURE _____

PRINT NAME _____ TITLE: _____

ADDRESS _____

ZIP _____

PHONE _____ FAX _____

EMAIL: _____



Section H – Form of Contract

THIS CONTRACT (this "Contract" or this "Agreement"), is made and entered into this ____ day of _____ 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 # 19-008** 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 #19-008**, 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 signature** through **February 28, 2021**, 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 of 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



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

- 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 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 venturer 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 Contractors 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.



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

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

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.

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

SUPPLIER:

Supplier Signature

Supplier Signature - Printed

Title: _____

Date: _____

Address

City, State, Zip

Phone

Email



Kittitas County
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