



LABOR & SERVICES TERMS & CONDITIONS

The following terms and conditions are part of the contract between Buyer and Seller for Purchase Order(s) issued by the Public Utility District No.1 of Chelan County (Buyer).

The parties agree to incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. §60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

1. WARRANTY

The Seller warrants to the Buyer that the work and all component parts thereof provided under this contract shall perform and operate for the purpose(s) specified, shall be new and free from defects in material and workmanship, shall meet all applicable specifications, including those relating to performance, contained or incorporated by reference in this contract and that the installation will be performed in a competent manner in accordance with accepted professional standards. The foregoing warranties shall apply to defects or deficiencies occurring within a period of one year from the date of final payment for the work.

If the work does not meet the warranties specified above, the Seller, within a reasonable time after receipt of notice from the Buyer, shall correct any defect, including nonconformance with specifications. The cost of labor and goods associated with such repair or replacement of the work shall be borne by the Seller. In the event the Seller fails to remedy any such defect in a timely manner, the Buyer may undertake such remedy as it deems reasonably necessary and the Seller shall bear all costs reasonably associated with said remedial action by the Buyer.

Neither the final payment, nor partial or entire use of the work by the Buyer, shall relieve the Seller of liability with respect of the warranties referred to in this contract or any other warranties expressed or implied. The warranty provided herein is in addition to, and not in lieu of, any other guarantee and/or warranties, rights or remedies and shall not in any way limit the same.

2. INDEMNITY

The Seller covenants and agrees that Seller will indemnify, defend, and hold harmless the Buyer and any and all of the Buyer's officers, principals, agents and employees from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the Buyer or said other indemnitees may be put or subject by reason of any act, action, neglect, omission or default under the contract on the part of the Seller or any subcontractor of the Seller or any of the Seller's or subcontractor's officers, principals, agents or employees. With regard to any claim based on the concurrent negligence of the indemnitor, its agent or employee, and the indemnitee, the indemnitor's liability under this section shall apply to the full extent of the negligence of the indemnitor, its agent or employee. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of the



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Seller or any subcontractor of the Seller regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, 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 APPLICABLE TO THE BUYER.**

3. SUBCONTRACTS/ASSIGNMENT

The Seller shall not sublet or subcontract any portion of the work without written permission from the Buyer. The Seller shall not assign this contract or any part thereof without the advanced written approval of the Buyer.

4. TIME FOR PERFORMANCE OF WORK

The Seller agrees to complete the work to the reasonable satisfaction of the Buyer, free of all claims, liens and charges, within the contract time specified in the Purchase Order. All time limits stated in the Purchase Order shall be of the essence of the contract. All references to days shall mean calendar days and the time within which acts are to be done shall be computed by excluding the first and including the last day, and if the last day is a Sunday or a legal holiday at the site of the project, the act shall be completed on the next business day.

5. DURATION AND TERMINATION

The contract shall be terminated by any of the following events: (a) death or dissolution of the Contractor, (b) failure to comply with any Applicable Law, Regulation or provision of these Terms and Conditions, (c) mutual agreement of the parties, or (d) either party giving the other not less than fifteen (15) days written notice of termination. Otherwise, this contract shall remain in force until the services contemplated hereunder is completed to the satisfaction of the District.

6. CONDITIONS OF WORK

The Seller shall inform itself fully of all conditions relating to the work of the project and the employment of labor thereon. Failure to do so will not relieve Seller of its obligation to furnish all goods, materials, equipment and labor necessary to carry out the provisions of the essence of the contract. Insofar as possible the Seller, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of the Buyer or any other contractor employed by the Buyer.

7. WAGES PAID BY SELLER

The Seller and its subcontractors, if any, shall fully comply with all applicable provisions of RCW Chapter 39.12 concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits for each county in which the work is performed. The Seller may determine the applicable prevailing wage rates by contacting the Washington Department of Labor and Industries.

8. SELLER'S RESPONSIBILITY

The Seller will carry out all work or delivery of goods, materials, systems, component parts or equipment (collectively "goods") required by the contract or necessary to complete the work in accordance with instructions, descriptions and/or plans and specifications provided by the Buyer. The Seller shall carry on said work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or goods before its completion and final payment, repair or replace the work and/or goods damaged and/or destroyed, at its own expense and to the satisfaction of the Buyer. When goods are furnished by others for installation or erection by



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the Seller, the Seller shall receive, unload, store and handle same at site and become responsible therefore as though such goods were being furnished by the Seller.

9. INSURANCE

The Seller shall, at its own expense, provide workers compensation benefits to its employees, employed on or in connection with the work covered by the Purchase Order, in accordance with the laws of the state in which the work is to be done. The Seller shall also, at its own expense, provide for minimum insurance coverage as follows: general liability in the amount of \$1,000,000, and employer's liability in the amount of \$1,000,000. This insurance shall be in effect prior to performing any work under this contract and shall remain in effect for the duration of the work covered by the Purchase Order. Additional insurance requirements or conditions may be added in the Purchase Order and the Buyer, at its discretion, may require Seller to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Seller's liability to the Buyer or any third party.

10. PURCHASE ORDER NUMBER / PAYMENT

A Purchase Order number will be assigned by the Buyer to identify all labor and services purchased under this contract. All correspondence and invoices should be plainly marked with the Purchase Order number for identification purposes. No payment will be made to the Seller until the Seller and each and every Subcontractor has submitted to the District a "Statement of Intent to Pay Prevailing Wages" in compliance with RCW 39.12.040. Final payment for work shall not be issued by the District until all requirements of RCW Chapter 39.12, if applicable, have been satisfied.

Unless otherwise agreed to in the Purchase Order, all invoices shall be paid net/30 upon receipt of a properly completed invoice. All invoices shall be sent to the attention of the District's Accounts Payable Department and may be sent via email to: APDept@chelanpud.org.

The making of any payment to the Seller under the contract shall not relieve the Seller of any of its obligations thereunder. The Seller is obligated to complete the contract in its entirety and to deliver to the District such completed work as is specified.

11. 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 Chelan County Superior Court, Chelan 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. Additionally, Seller shall comply with the Buyer's Security policies and Violence in the Workplace policy, copies of which will be provided to Seller upon request to Buyer. In the event of a conflict between these Terms and Conditions, the specifications supplied by the Buyer, and/or terms on Buyer's purchase order, the order of precedence shall be: (1) Buyer's purchase order; (2) specifications supplied by the Buyer, and (3) these Terms and Conditions.

12. FINAL EXPRESSION

This writing is the final expression of this contract and is the complete and exclusive statement of the terms thereof between Buyer and Seller.



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THE SELLER AGREES TO THESE TERMS AND CONDITIONS AND THAT PARAGRAPH 2 WAS DIRECTLY NEGOTIATED. THE INDIVIDUAL EXECUTING THE WORK UNDER THIS CONTRACT WARRANTS HE/SHE IS FULLY AUTHORIZED TO BIND HIS/HER PRINCIPAL TO THE TERMS AND CONDITIONS OF THIS CONTRACT.