

**Small Work Roster
Contract Documents**
Issued September 2017

PUBLIC UTILITY DISTRICT NO. 1
of



CHELAN COUNTY

PROCUREMENT AND CONTRACT SERVICES

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http://www.chelanpud.org/cf/PCS_Bids



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SMALL WORKS MASTER CONTRACT

THIS SMALL WORKS MASTER CONTRACT (Contract) is by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON ("District") and _____ doing business as (*circle one*;) an individual, a partnership, a joint venture, a limited liability company, a corporation or _____, in the County of _____, State of _____, ("Contractor").

WITNESSETH: That for and in consideration of inclusion of Contractor on the District's Small Works Roster and payments and agreements hereinafter mentioned to be made and performed by the District in the event of a Small Works Project award, the Contractor hereby agrees as follows:

1. Incorporated into this Contract by reference as parts hereof are the Small Works Roster Contract Documents, Instructions to Bidders, General Conditions and any Addenda issued during the term of the Contract. Contractor by signing this Master Contract acknowledges review of these Contract Documents and is aware that the Contract Documents may be viewed or printed at any time from the District's Internet site. The sample forms provided with the Small Works Roster Contract Documents are subject to change and Contractor, by signing the Contract, agrees that the District may modify the forms without notice to the Contractor. Contractor may, at any time, review and print the current forms at www.chelanpud.org/small-works.html or upon request to the District's Procurement & Contract Services Department.
2. For each Small Works Project awarded to the Contractor, the documents provided to Contractor at time of the solicitation including, but not limited to, Invitation for Bid Proposal, Specific Requirements, Bidder's Data, Specifications, Contract Drawings and Addenda prepared by the District for such project shall be incorporated into and be a part of this Contract. Also hereby made part of this Contract for the purposes of each specific Small Works Project are the Small Works Notice of Award, Notice to Proceed and Performance and Payment Bond, along with the Contractor's Proposal for such Project submitted in response to the District's solicitation.
3. Each Small Works Project shall be deemed as a separate and divisible public contract based on this document and the specific documents incorporated herein as identified above. By execution and acknowledgment of the Notice of Award for each Small Works Project, the Contractor hereby ratifies and reaffirms the terms and conditions of this Contract and the documents incorporated by reference.



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4. Unless the Contract is exempted by rules and regulations of the U.S. Secretary of Labor pursuant to Section 201 of Executive Order No. 11246, as amended, incorporated herein by reference are the provisions of paragraphs 1 through 7 set forth in Section 202 of Executive Order No. 11246 as amended.
5. In the event Contractor is awarded a Small Works Project and refuses to execute the Small Works Notice of Award, fails to provide the required insurance and/or Performance and Payment Bond, or fails to perform the Project, the District may, without limiting other remedies available to it, immediately terminate the Contract and remove Contractor from the Small Works Roster. In the event Contractor is not awarded any Small Works Project during the term of this Contract, this Contract shall be null and void and of no effect whatsoever. Contractor acknowledges and agrees that it is not assured or guaranteed that they will receive an award of any Small Works Project during the term hereof.
6. Contractor is solely responsible for advising the District's Procurement & Contract Services Department of any changes to the Small Works Roster Application submitted, and for maintaining current contact information to ensure delivery of communications from the District.
7. The District may remove Contractor from any classifications of work for which Contractor has previously been approved if the District determines Contractor no longer to be qualified. The District will provide written notice to Contractor of any such removal.

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 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.

- a. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- b. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities." [60-741.5(d)]

This Master Contract shall be effective on the last date of signature and remain full force and effect until terminated by the District, with notice to Contractor, or until Contractor provides notice to the District of its desire to terminate. Notwithstanding the foregoing,



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CONTRACT DOCUMENTS

Contractor shall not terminate the Master Contract for any projects awarded, except for a material default by the District of its obligations under the Contract.

Each individual executing this Contract warrants he/she is fully authorized to bind principal to the terms and conditions of this Contract.

CONTRACTOR NAME (printed):

**PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON**

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

SAMPLE



INSTRUCTIONS TO BIDDERS

ITB-1 SOLICITATION OF BIDS

Public Utility District No. 1 of Chelan County, Washington ("District") deems it appropriate and efficient to send communications such as solicitations, notices, and addenda to Contractor by Electronic Transmission to the email address provided by Contractor in its Application to the Small Works Roster. It is Contractor's responsibility to maintain and keep the District current on its email address and other contact information and may do so by contacting the Procurement & Contract Services Department by mail (P. O. Box 1231, Wenatchee, WA 98807) or by phone (509) 661-4479. At the District's option, communications may be sent by United States mail or any other means.

ITB-2 RECEIPT AND OPENING OF BIDS

The District invites bids on the forms contained in each Small Works Project solicitation. Sample forms are contained in Exhibits of the Contract Documents. All blanks must be appropriately filled in. The envelopes containing the bids will be addressed and delivered to the Contract Specialist listed on the Invitation for Bid Proposal, Procurement and Contract Services, Public Utility District No. 1 of Chelan County, at office at 327B North Wenatchee Avenue, Wenatchee, Washington 98801 (P.O. Box 1231, Wenatchee, WA 98807) and indicate the Small Works bid number and name. Faxed Bid Proposals shall be accepted if the original Bid Proposal is simultaneously sent to the District by mail. Pursuant to RCW 39.04.155, the bids received shall be open to public inspection and telephone inquiry immediately after award. The District may waive any informalities or immaterial irregularities, as authorized by applicable law, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

The District reserves the right to extend the time for receiving and opening bids. If the time is extended, notice of the extension(s) will be given prior to the originally specified due date to each entity which has been furnished the Contract Documents by the District.

Any bid received after the time and date specified may be marked as to date and time received and returned to Bidder unopened by the District. If a bid arrives by mail after the opening time and is postmarked by the post office, private carrier or courier of the Bidder sufficiently in advance of bid opening time to have normally reached the District prior to bid opening, and it is determined by the District that non-arrival on time was due solely to delay by the post office, private carrier or courier for which the Bidder was not responsible, such bid may be considered. Each bid submitted shall constitute an offer to the District and shall be irrevocable for the period specified on the Bid Form.



ITB-3 PREPARATION OF BIDS / BID PRICE

Each bid must be submitted on the prescribed forms contained with each Small Works Project solicitation. All blank spaces for bid prices must be filled in, in ink or typewritten, signed, and shall include, but not be limited to, the following:

- Original of the executed Bid Form and Bidder's Data (if applicable).
- Acknowledgment of receipt of Addenda to Contract Documents on Bid Form.

Bidder's failure to properly complete or submit the above referenced documents may result in rejection of its bid if the omission is determined by the District to be material.

The Bid Price shall be all inclusive to include the furnishing of all materials, tools, equipment, all taxes (excluding Washington State sales tax on the Bid Price), licenses, insurance, overhead, profit, and all miscellaneous items as required by the Contract Documents. The District will pay the Contractor for Washington State sales tax; this tax shall be shown as a separate item on invoices and will be paid on the basis of items received and accepted.

ITB-4 MONETARY REQUIREMENT

All Bid Proposals must be quoted in U.S. dollars.

ITB-5 CLARIFICATION / BID WITHDRAWAL

Any Bidder may submit data to clarify its bid by fax (509-661-8113) at any time prior to the scheduled closing time for receipt of bids. A Bidder may withdraw its bid before the time set for opening bids, but may not do so once that time arrives. The sole purpose of this provision is to allow Bidders to clarify any perceived ambiguity in the terms or conditions of their bid or supporting data or to add or delete any terms or conditions to their bid.

ITB-6 PERFORMANCE AND PAYMENT BOND

The successful Bidder must, within ten (10) days after it is notified that it is the successful Bidder by the delivery of a Small Works Notice of Award, furnish a Performance and Payment Bond which must be submitted on the form provided by the District, a sample of which is included in Exhibits of these Contract Documents. The Performance and Payment Bond shall be for 100% of the Contract Price plus Washington State sales tax unless otherwise specified in Specific Requirements. The Performance and Payment Bond shall extend through the warranty period unless otherwise specified elsewhere in the Contract Documents. The Performance and Payment Bond shall be executed with a Satisfactory Surety authorized to issue surety bonds in the State of Washington. The Performance and Payment Bond shall be accompanied by a certified copy of the power of attorney authorizing the attorney-in-fact



of the corporate Surety to execute and deliver the Bond on behalf of the Surety, together with a currently executed certificate of an authorized officer of the Surety stating that the power of attorney is in full force and effect. The actual cost of the Performance and Payment Bond shall be borne by the successful Bidder. At the District's sole discretion, authorization may be given to Contractor to begin the Work while finalizing minor deficiencies in the Performance and Payment Bond; progress payment(s), if any, may be withheld until the deficiency(ies) is corrected.

On Contracts of \$150,000 or less, if requested by Contractor, and if approved by the District, the District may retain an amount of 10% from all monies earned by Contractor, as specified in General Conditions, Payments Withheld (Retainage) in lieu of the Performance and Payment Bond required herein.

ITB-7 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder shall base its bid upon the completion schedule included in the Contract Documents. Bidder (Contractor) agrees, unless otherwise specified, to commence Work on or before a date to be specified in a written Notice to Proceed issued by the District and to strictly comply with the completion schedule specified in the Contract Documents.

IMPORTANT: The Contract Documents may contain a liquidated damages provision in Specific Requirements, based on the completion schedule.

ITB-8 EXAMINATION / CLARIFICATION OF CONTRACT DOCUMENTS

Each Bidder shall thoroughly examine and be familiar with the Contract Drawings, Specifications and other Contract Documents, and submission of a bid shall constitute an acknowledgment upon which the District may rely that the Bidder has thoroughly examined all Contract Documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.

If a Bidder requires clarification of the Contract Documents, the Bidder shall at once forward to the District a written request for interpretation, clarification, or qualification before submitting its bid. The Bidder making this request is solely responsible for its timely receipt. The District will reply only in the form of written Addenda. The District shall neither be bound by, nor responsible for, any explanations, interpretations, clarifications, or qualifications of the Contract Document other than those given in written Addenda as specified in this paragraph. A BIDDER'S FAILURE TO FOLLOW THE PROCEDURE DESCRIBED IN THIS PARAGRAPH MAY BE A BASIS FOR REJECTING ITS BID. No interpretation, clarification, qualification, amendment, or modification shall be valid unless set forth in an Addendum issued by the District. The District shall not be bound by, and hereby objects to, any term, condition or other provision which is different from or in addition to that contained in the Contract Document



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or the written Addenda.

PLEASE NOTE THAT ATTEMPTS BY ANY BIDDER TO QUALIFY ITS BID PROPOSAL BY SUBMITTING WITH IT "STANDARD CONDITIONS," "STANDARD TERMS," MODIFICATIONS TO THE GENERAL AND/OR SPECIFIC

REQUIREMENTS, OR THE LIKE, WITHOUT COMPLYING WITH THE PROCEDURES SET OUT IN THE IMMEDIATELY PRECEDING PARAGRAPH, MAY CONSTITUTE A BASIS FOR REJECTION OF THE BID. TO THE EXTENT ANY SUCH QUALIFICATIONS ACCOMPANY BIDDER'S BID PROPOSAL, THE DISTRICT SHALL BE ENTITLED TO CONSIDER THOSE STATEMENTS AS NULL, VOID AND OF NO EFFECT IN AWARD OF THE CONTRACT.

ITB-9 CHANGES TO CONTRACT DOCUMENTS

The District may revise or amend the Contract Documents any time prior to the bid opening by issuance of one or more written Addenda. Each Addendum will be sent to all prospective Bidders who have been furnished Contract Documents by the District and shall be construed as incorporated into the Contract Documents and shall become a part hereof. Bidder shall acknowledge receipt of each and every Addendum on the Bid Form.

ITB-10 EXCEPTIONS TO CONTRACT DOCUMENTS

The District may reject a Bid Proposal if it contains terms or conditions that are materially different from those contained in these Contract Documents. The District may, at its option, consider a Bid Proposal if it contains terms or conditions that are immaterially different from those contained in these Contract Documents by waiving such irregularity as an informality.

A proposal to substitute materials, processes or articles that are, in the District's sole judgment and opinion, equal to those required by these Contract Documents may not be considered materially different terms or conditions. The Bidder shall provide to the District adequate documentation to support that the substituted material is equal.

Terms or conditions in the Bid Proposal that are different from those contained in these Contract Documents, regardless of whether they would immaterially alter these Contract Documents, shall not be binding on the District, and the District hereby objects thereto unless the District, in writing, expressly and specifically accepts such different terms and conditions.



ITB-11 CONDITIONS OF WORK / EXAMINATION OF SITE

Each Bidder must inform itself fully of all conditions relating to the work of the Project and pertinent local conditions reasonably determined by inspection and inquiry, and the employment of labor thereon. Failure to do so will not relieve a successful Bidder (Contractor) of the provisions of its Contract. Insofar as possible, the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the tasks being accomplished by the District or other contractors and subcontractors in the same area or on the same improvement and/or Project to which these Contract Documents and the Work thereunder relate.

Each Bidder shall thoroughly examine and be familiar with the site of the proposed Project and submission of a Bid Proposal shall constitute an acknowledgment upon which the District may rely that the Bidder has thoroughly examined and is familiar with the site. Bidders must assume all responsibility for conclusions or assumptions which may be made as to the nature of materials to be excavated, the difficulties of making and maintaining the required excavation, and of doing other work affected by subsurface conditions at the site of the work. The failure or neglect of the Bidder to fully familiarize itself with the conditions at the Project site shall in no way relieve it of any obligations with respect to the Bid Proposal or to the Contract. No claim for additional compensation will be allowed based upon lack of knowledge of the site. Information or assistance for field inspection of the site by interested Bidders may be obtained by contacting the person specified in the Invitation for Bid.

ITB-12 QUALIFICATIONS OF BIDDER

Pursuant to RCW 39.06, the District shall not award the Contract to a Bidder who is not registered or licensed as may be required by Washington State law or does not meet the responsibility criteria pursuant to RCW 39.04. The District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

IMPORTANT: Subcontractors are also subject to qualification by the District. See Instructions to Bidders, Evaluation Of Bids and Subcontractors, and General Conditions, Subcontractors, of these Contract Documents.



ITB-13 SUBCONTRACTORS

Each Bidder shall submit as part of the bid the names, addresses and telephone numbers of all Subcontractors with whom the Bidder, if awarded the Contract, will subcontract with for the performance of all or a portion of the Work. Pursuant to RCW

39.06, the Bidder must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04, possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. Failure of the Bidder to name such Subcontractor(s) may render a Bid Proposal nonresponsive and therefore void.

ITB-14 BIDDER RESPONSIBILITY CRITERIA

It is the intent of the District to award a Contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The Bidder must:

- Have a current certificate of registration as a contractor in compliance with RCW 18.27, which must have been in effect at the time of submission of bid.
- Have a current Washington Unified Business Identifier (UBI) number.
- If applicable:
 - Have Industrial Insurance (workers compensation) coverage for the Bidder's employees working in Washington, as required in RCW 51.
 - Have a Washington Employment Security Department number, as required in RCW 50.
 - Have a Washington Department of Revenue state excise tax registration number, as required in RCW 82.
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.
- Not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated as defined in RCW 49.48.082 any provisions of chapters 49.46, 49.48, or 49.52 RCW within the three-year period immediately preceding the bid solicitation date.

If applicable, additional bidder responsibility criteria may be specified in Specific Requirements or elsewhere in these Contract Documents.



ITB-15 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

In accordance with the provisions of RCW 39.04.350, the District will consider the criteria at Evaluation of Bids, Bidder's Data, Specific Requirements and/or Specifications or elsewhere in these Contract Documents in evaluating Bidders and Bid Proposals. In the event that the District determines, after evaluating the criteria, that a Bidder is not responsible, the District will provide written notification to Bidder of the reasons for the determination in compliance with RCW 39.04.350. A Bidder that receives notice that the District has determined them not to be responsible may appeal the determination within three (3) business days by presenting additional information to the District. The District will consider properly submitted additional information before issuing its final determination. If the District's final determination is that the Bidder is not responsible, the District will not execute a contract with another bidder until two (2) business days after delivery of the final determination to Bidder.

If a Bidder fails to supply information requested by the District concerning responsibility within the time and manner specified above, the District may base its determination of responsibility upon any information related to the supplemental criteria or may find the Bidder-not-responsible.

A potential Bidder may request that the District modify the supplemental criteria in a timely manner before the bid submittal deadline. The District will consider the request submitted by the potential Bidder and respond before the bid submittal deadline. If the District elects to change the criteria, the District will issue an Addendum to the bid documents identifying the new criteria, in accordance with RCW 39.04.

ITB-16 EVALUATION OF BIDS

In evaluating the bids, the following criteria, in addition to responsiveness of bid, responsibility of Bidder, and Bid Price, will be considered:

- Bidder's compliance with required time of completion.
- Experience, technical qualifications, skill, ability and capacity of the Bidder.
- Character and record of performance of the Bidder.
- Ability of the Bidder to perform the Contract within the time specified, taking into account all of the Bidder's existing business commitments.
- Thoroughness of 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 Specifications.
- Qualifications and eligibility of Bidder to receive an award of the Contract under applicable laws and regulations.
- The financial qualifications of the Bidder.



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- 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.
- Bidder's Data.

The District hereby reserves the right to evaluate the Subcontractors listed by the Bidder to perform categories of Work under the terms of the Contract using the same or similar evaluation criteria that apply to the Bidders themselves and may reject a bid if one or more listed Subcontractors is objectionable to the District.

ITB-17 CONTRACT AWARD

The District 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 let the Contract, or any part thereof, in any combination determined to be in the District's best interests to the lowest responsible Bidder, whose bid will be most advantageous to the District, price and other factors considered.

The acceptance of a Bid Proposal will be evidenced by a Small Works Notice of Award in writing signed by an authorized representative of the District's Procurement and Contract Services Department and delivered to the Bidder whose Bid Proposal is accepted. No other act of the District shall constitute acceptance of a Proposal. Timely acceptance of a Bid Proposal shall obligate the Bidder whose Bid Proposal is accepted to furnish a Performance and Payment Bond and Insurance Certificates, samples of which are included in these Contract Documents.

ITB-18 BID GUARANTY/ACCEPTANCE OF AWARD

Any Bidder whose Bid Proposal is accepted shall execute the Small Works Notice of Award and provide a Satisfactory Performance and Payment Bond and Insurance Certificate(s) within ten (10) days after delivery of Small Works Notice of Award. Failure, neglect or refusal to do so shall constitute a breach of agreement of the Small Works Master Contract effected by the Bidder's Proposal and the District's Small Works Notice of Award. The damages to the District for such a breach of agreement will include monetary loss for, among other things, interference with the District's construction program and normal operations, the accurate amount of which is difficult or impossible to compute. The District has estimated and each Bidder, by submitting its Proposal, agrees that reasonable compensation for damages resulting from failure, neglect or refusal to furnish a Performance and Payment Bond and Insurance Certificate(s) and execute the Small Works Notice of Award shall be 5 percent of the amount of the Bid Price unless otherwise specified in Specific Requirements.



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In the event any Bidder whose Bid Proposal is accepted fails, neglects, or refuses to furnish a Satisfactory Performance and Payment Bond and Insurance Certificate(s) and execute the Small Works Notice of Award as herein provided, such failure, neglect or refusal shall constitute a breach of the Small Works Master Contract and, at the option of the District, such Contract may be terminated immediately and, notwithstanding such termination, the Contractor shall be liable for damages arising from such breach. The District may also remove the Contractor from the Small Works Roster.

ITB-19 MATERIAL IDENTIFICATION

If required in the Bid, Bidders must furnish descriptions of the items they propose to furnish. Whenever in the Specifications any material, process or article is indicated or specified by patent, number, proprietary name or name of manufacturer or any combination of these, such Specification shall be deemed to be used for the purpose of facilitating description of the material, process or article desired and shall be deemed to be followed by the words "Or Equal." Any Bidder (and the Contractor) may offer in the bid (or after Project award) any material, process or article which shall be equal in every material respect to that so indicated or specified, provided that if the material, process or article offered by the Contractor after Contract award is different from that in its Bid Proposal and is not, in the opinion of the District, equal in every material respect, then the Contractor must furnish the material, process or article specified or one that in the opinion of the District is the equal thereof in every material respect. The District shall be the sole judge of the quality and suitability of the proposed substitution.

END OF INSTRUCTIONS TO BIDDERS



GENERAL CONDITIONS

GC-1 DEFINITIONS

The following definitions apply throughout these Contract Documents when the term or phrase is capitalized, unless the context clearly requires otherwise:

ACT OF GOD - Earthquake, flood, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for a specific locality, but which might reasonably have been anticipated from historical records of the general locality, shall not be construed as an "Act of God" and no payment shall be made to the Contractor for damages to the Work or delays resulting therefrom.

ADDENDA - The written notices of modification or clarification of the Contract Drawings, Specifications, or other Contract Documents, which may be issued by the District to holders of Contract Documents prior to the opening of Bid Proposals. The singular of Addenda is Addendum.

APPROVED - Approval by the Engineer or Architect, and by appropriate government officials according to applicable codes, and consistent with any quality standards applicable to the Work in question.

ARCHITECT - The person or entity or its authorized representative employed by the District that is lawfully licensed to practice architecture.

AS-BUILT DRAWINGS - A marked set of prints prepared by the Contractor or the District Project representative in the field. They are Contract Drawing prints upon which the Contractor or inspector records all variations between the Work as it was reported by the Contractor as having been actually constructed and the Work as it was shown in the original Contract Drawings as they existed at the time the Contract was awarded. All Field Work Order/Change Orders should be reflected in appropriate marks on the As- built drawings.

AS DIRECTED - Direction given to the Contractor by the Project Engineer.

AS REQUIRED - Applicable codes, standards and/or Contract requirements as may be required for Satisfactory completion of the Work.

BID PRICE(S) - The sum(s) stated on the Bidder's Bid Form (Exhibits) for which the Bidder offers to enter into a Small Works Notice of Award with the District for the Work identified in the Contract Documents.



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BID PROPOSAL - The written offer by the Bidder to perform the Work under the conditions specified and submitted on the Bid Form set forth in Exhibits, of these Contract Documents.

BIDDER - The person, entity or corporation that submits a Bid Proposal to the District for consideration and evaluation pursuant to the appropriate Invitation for Bid Proposals and Contract Documents.

COMPLETION - Completion of all Contract Work, which is the last date on which Work was performed to complete the public improvement(s) specified in the Contract Documents to the reasonable satisfaction and acceptance by the District.

CONTRACT - The signed Small Works Master Contract covering legal obligations created by its execution and supplemented by any project-specific requirements, furnishing of the Work awarded by the District, if any, and payment therefor.

CONTRACT DOCUMENTS - All of the following documents included as the various parts of the Contract between the District and the Contractor:

- Addenda
- Bid Proposal
- Bidder's Data
- Contract Drawings
- Field Work Order/Change Orders
- General Conditions
- Instructions to Bidders
- Invitation for Bid Proposals
- Notice of Award
- Notice to Proceed
- Performance and Payment Bond
- Small Works Master Contract
- Specific Requirements
- Specifications

The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

CONTRACT DRAWINGS - A pictorial description of the Work to be furnished or copies thereof, which is included as a part of the Contract Documents, as modified by Addenda, and/or Field Work Order/Change Orders to the Contract. "Contract



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Drawings" shall include the drawings issued to Bidders to delineate the scope of Work and "Construction Drawings" issued to the Contractor during Work to further describe the details of design. Only those drawings prepared on the standard title block sheet of the District shall be "Contract Drawings."

CONTRACT PRICE - The total sum stated on the Small Works Notice of Award, which sum includes the cost of the required Performance and Payment Bond, but excluding Washington State sales tax, as adjusted by any Field Work Order/Change Orders, for which the Contractor agrees to perform all Work required by the Contract Documents.

CONTRACT TIME - The time designated in the Contract Documents for commencement and Completion of all Work on the Project required by the Contract Documents. The Contract Time may be modified only by Field Work Order/Change Order.

CONTRACTOR - The entity, person, firm or corporation whose Bid Proposal has been accepted by the District and who, together with the District, has executed the Small Works Notice of Award to perform all Work required by the Contract Documents.

CONTRACTOR SUPERINTENDENT – The person who is assigned by the Contractor to perform, as set forth in General Conditions, Contractor's Superintendence, the Superintendence duties as necessary to furnish the Work required under the Contract.

DISTRICT - Public Utility District No. 1 of Chelan County headquartered in Wenatchee, Washington.

DOLLARS – Currency of the United States.

EFFECTIVE DATE – The date upon which the Contract, Addendum, Field Work Order/Change Order, or other official document takes effect.

ELECTRONIC TRANSMISSION – Telefacsimile, electronic mail, or other means of electronic transmission available to and satisfactory to the District to transmit documents or communications.

ENGINEER'S INSTRUCTION - A written statement and/or Construction Drawing delivered to the Contractor by the Engineer which directs the Contractor to perform any act or acts related to the Project or clarifies an issue concerning the Contract Documents.

ENGINEER, PROJECT ENGINEER, OR PROJECT MANAGER - The principal or authorized person designated by the District to be responsible for the inspection, measurement, and testing of the Work, and authorized to order changes to the Work on behalf of the District.



EXPERIENCE MODIFICATION RATE (EMR) - The rate available through Labor and Industries OSHA 200/300 forms that compares claim profiles that would be expected of an employer of similar size in the same industry. A value of 1.00 is average, meaning the frequency and severity of actual losses equaled the expected losses. A rate greater than 1.00 means the employer experiences worse than expected losses during the rating period. A rate less than 1.00 indicates the employer's losses were better than expected for the rating period. The rate is calculated using claims data from the three (3) most recently completed years excluding the expiring term.

FIELD WORK ORDER/CHANGE ORDER - A directive by the District made pursuant to General Conditions, Changes In The Work/Field Work Order/Change Orders, or written supplemental agreement entered into by the District and the Contractor to modify the Contract after its execution, with or without notice to Surety. The signature of the Contractor is not required for a directive. Such Field Work Order/Change Order must be authorized in writing by the District's Commission or, if for an amount within the authority granted by the Commission, by a District employee. A sample form can be found in Exhibits to the Small Works Roster Application and Contract Documents.

HAZARDOUS CHEMICAL - Any chemical which poses a physical or health hazard. OSHA 29 CFR 1910.

HAZARDOUS MATERIAL – Any substance or material in any form or quantity which poses an unreasonable risk to safety and health or property when transported in commerce. USDOT 49 CFR 302.

HAZARDOUS SUBSTANCE – Any substance designated under the Clean Water Act and the Comprehensive Environmental Response, Compensation and Liability Act as posing a threat to waterways and the environment when released. USEPA 40 CFR 302, OSHA 1910.120.

HOLD POINT - A mandatory verification point identified within the Inspection and Acceptance Test Plan, or otherwise provided by the Project Engineer, beyond which Work shall not proceed until mandatory verification is performed and written authorization is granted by the Inspector.

INSPECTION AND ACCEPTANCE TEST PLAN - A document identifying methods and sequence for inspection of the Work, including frequency of inspection, characteristics to be inspected, data to be recorded, and referenced acceptance criteria. This Plan may include mandatory Witness Points and Hold Points, as defined herein.

INSPECTOR - The individual(s) designated by the District to inspect, measure and test the Work under the direction of the Engineer. In addition, is authorized to order changes to the Work as per the Stop Work Directive in these Contract Documents.



INSURANCE CERTIFICATE - A written verification from an insurance company authorized to issue insurance in the State of Washington verifying that the Contractor has obtained all insurance coverage required by these Contract Documents. This term shall include any and all attachments necessary to demonstrate compliance with all insurance conditions required by these Contract Documents, including a sample of the Insurance Coverage Checklist in Exhibits to the Small Works Roster Application and Contract Documents.

NOTICE OF AWARD - Written notification to the successful Bidder of the District's acceptance of the bid of said Bidder. A sample form can be found in Exhibits to the Small Works Roster Application and Contract Documents.

NOTICE TO PROCEED - Written notification from the District to the Contractor, in the general form set forth in Exhibits, instructing the Contractor to commence the Work and stating the Completion date, if applicable.

OR EQUAL - Contractor-proposed substitution of specific materials or processes that are deemed by the District, in its sole discretion, to be equal in every material respect to that specified in the Contract Documents.

OWNER - Synonymous with the term "District."

PERFORMANCE AND PAYMENT BOND

"Payment Bond" - the District approved surety bond form furnished by the Contractor and its Surety as a guaranty for the payment and protection of all Subcontractors, companies, and persons supplying labor, materials, equipment or professional services and the payment of sales taxes in the prosecution of the Work as defined in the Contract Documents.

"Performance Bond" - the District approved surety bond form furnished by the Contractor and its Surety as a guaranty that the Contractor will execute, furnish, and guarantee the Work, pay sales tax and perform all of the requirements of the Contract.

Note: The District's approved bond form(s) is set forth in Exhibits.

PROJECT - Synonymous with the term "Small Works Project." The structure(s) or improvement(s) to be constructed and/or materials to be furnished and delivered, in whole or in part, through the performance of the Work specified in the Contract Documents.

PROVIDE - To furnish, deliver and install, as specified.



REQUEST FOR PAYMENT - A written statement from the Contractor to the District requesting payment of some or all of the Contract Price and sales or use taxes for Work completed. A Request for Payment shall be prepared and processed in accordance with General Conditions, Time and Manner of Payment to Contractor. The District's specific form to be completed by the Contractor as a Request for Payment is set forth in Exhibits, as "Contractor's Application and Certificate for Payment."

SATISFACTORY - Satisfactory to the District.

SHOP DRAWING - A pictorial or other description of the details of proposed materials, equipment, methods of installation or other Work prepared by the Contractor or a Subcontractor and submitted for the approval of the District.

SPECIFICATIONS/TECHNICAL SPECIFICATIONS - The technical, engineering and manufacturing descriptions of the Work to be furnished which are included as a part of the Contract Documents as modified by Addenda, and/or Field Work Order/Change Orders to the Contract.

STOP WORK DIRECTIVE - A written statement delivered to the Contractor which directs the Contractor to discontinue work on all or portions of the Work.

SUBCONTRACTOR - Any person, entity or corporation, other than an employee of the Contractor, supplying any Work in connection with the Contract pursuant to an agreement with either the Contractor or any Subcontractor of the Contractor.

SUBSTANTIAL COMPLETION - When the Contract Work has progressed to the extent that the District has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete.

SUPERINTENDENCE - The general and detailed direction and management by the Contractor as necessary to furnish the Work required under the Contract, whether at the Project site or at other locations.

SUPPLY CONTRACTOR - Any person, entity or corporation who furnishes any work or material directly to the District under another contract in connection with the Project.

SURETY - The person, entity or corporation who assumes the obligations of a surety by executing a surety bond (or bonds) payable to the District and to other indemnitees, as applicable, guaranteeing one or more of the following: the successful Bidder will furnish a Performance and Payment Bond as may be required by the Contract Documents, performance of the Contract either in whole or in part, and payment in full to all



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Subcontractors and laborers, materialmen, mechanics and suppliers to the Contractor and any Subcontractor.

UNIT PRICE - The amount bid by the Contractor for furnishing one (1) unit of Work when such units are furnished in the approximate quantities estimated, such quantities being subject to reasonable adjustment at such price.

WITNESS POINT - A mandatory notification point in the sequence of Work as specified by the Project Engineer, where notification to the Inspector is required for observation or examination of a specific work, an operation, or a test. Work may proceed beyond a Witness Point with or without inspection action by the District following written notification to the District.

WORK - All construction management, Superintendence, labor, materials, equipment and all component parts thereof, transportation and other facilities or services necessary to complete Contractor's obligations as specified in the Contract Documents and completion by Contractor of all documentation and receipt of all District approvals (or Acceptance) necessary pursuant to the Contract Documents.

GC-2 ACCESS TO RECORDS

The District and other authorized representatives of the State of Washington shall have access to any book, document, paper, and record of the Contractor which are pertinent to this Contract for the purposes of making audits, examination, excerpt, and transcriptions. In the event that it is determined that the Contractor has overbilled the District by 2% or more, the Contractor shall pay to the District, on demand, the cost of the audit.

All such records and all other records pertinent to this Contract and work undertaken pursuant to this Contract shall be retained by the Contractor for a period of six (6) years after the final acceptance of the Work pursuant to this Contract, unless a longer period is required to resolve audit findings or litigation. In such cases, the District may request, and the Contractor shall abide by, such longer period for record retention.

GC-3 CORPORATE AUTHORITY; BINDING SIGNATURES

Each of the individuals executing the Small Works Master Contract, executing any Small Works Notice of Award or any document required by the Contract Documents on behalf of the Contractor warrants they are an authorized signatory of the entity for which they are signing, and have sufficient corporate authority to execute the document(s).

GC-4 INTENT OF DOCUMENTS

All provisions of the Contract Documents are intended to be mutually cooperative and



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anything required in one and omitted from another shall be as binding as if called for in



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all, and in the event of a conflict in provisions, the Work shall be done in the manner most satisfactory to the District. Except as otherwise specifically provided in Specific Requirements or Specifications, the intent of the Contract Documents is to include all facilities, materials, equipment, supplies, management, Superintendence, labor, transportation, fuel, power, water and other utilities and all other services necessary for the proper performance of the Contract and the furnishing of all Work. It is the intent of the Contract Documents to specify and set forth a complete operational unit or system ready for use regardless of whether or not every detail has been set forth in the Contract Documents. All Work, when finished, shall be complete and in undamaged condition.

Any omission of details from the Contract Documents shall not be construed to mean that they are to be omitted by the Contractor or to affect in any way the completeness of the Work. The cost of such details shall be included in the Contract Price.

When materials, methods, labor or equipment are described in words which when so applied have well-known or technical trade meanings, these descriptions shall be held to refer to such meanings.

As a convenience to the Contractor and when appropriate, the Contract Documents attempt to show the approximate location of existing underground utilities and items to the extent that they are known, but neither the District nor the Engineer can or does purport to know or guarantee that all such utilities and items are shown or that indicated locations are accurate. The Contractor is to determine the exact location of all utilities and buried lines in the field. The Contractor shall comply with Chapter 19.122 RCW and call the Northwest Utility Notification Center (1-800-424-5555 or 811) before digging.

GC-5 CLARIFICATION OF CONTRACT DOCUMENTS

If, in the course of the Work, the Contractor requires clarification of the Contract Documents, Contract Drawings or Specifications, the Contractor shall immediately inform the Engineer in writing. The Engineer will promptly review the request for clarification and, if the District deems it necessary, issue additional information or an Engineer's Instruction or the District may issue a Field Work Order/Change Order. Any Work done after such discovery and until receipt of additional information, Engineer's Instruction, or Field Work Order/Change Order shall be at the Contractor's expense.

To avoid any disputes which might arise as to the meaning of anything contained in the Contract Documents, or any alleged error, omission or discrepancy therein, the Engineer's opinion as to the true intent and meaning, and the Engineer's interpretations thereof, shall be binding and final. All dimensions shall be taken from figures on the drawings and no dimensions measured from the drawings shall be valid. In the event dimensions are omitted, Work shall not be started until the necessary dimensions have



been obtained from the Engineer in writing or on a Construction Drawing. In reading sizes, distances, angles, slopes and other measurements on drawings, the values used shall be those given in dimensions and figures and shall not be obtained by scaling.

GC-6 OWNERSHIP OF ENGINEERING DATA AND OTHER INFORMATION

All designs, design criteria, Contract Drawings, Specifications, computations, estimates, survey notes and other data prepared for this Project, whether prepared by the District or the Contractor, shall be the property of the District. Such data shall not be duplicated or used for other work by the Contractor without the express written consent of the District.

GC-7 WORK PRODUCT

All data, designs, drawings, calculations, information obtained, materials information and the results of all Work performed by Contractor hereunder in written, electronic or other form shall become the property of the District upon Completion of the Work performed and shall be delivered to the District prior to final payment. The District's "Drafting Standards and Specifications," if applicable, are provided in Specific Requirements or elsewhere in these Contract Documents. Contractor shall comply with the referenced Drafting Standards and Specifications.

GC-8 COPYRIGHT

No reports, maps, specifications or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor, or shall be deemed to be copyrighted by virtue of preparation by an engineer or architect or by virtue of any placement of a professional stamp on such reports, maps, specifications or other documents, including but not limited to engineers' and architects' stamps. Any result or materials suitable for copyright arising out of this Contract shall be owned and retained by the District. The District in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

GC-9 CONTRACT DRAWINGS AND INSTRUCTIONS

The District has prepared designs and sufficient Contract Drawings and Specifications. The Engineer may issue clarifying information during the term of the Contract by means of an Engineer's Instruction, drawing, and/or an Inspection and Acceptance Test Plan with Witness Points and Hold Points that add detail to the Contract Documents and facilitate the successful testing and Completion of the Contract Work. The Contractor shall be required to provide 48-hour notice to the District for Witness Points and Hold Points as provided in the Inspection and Acceptance Test Plan or otherwise provided by the Project Engineer during performance of the Work. All such Engineer's Instructions, Contract Drawings, Inspection and Acceptance Test Plan and other clarifying



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information shall be consistent with the Contract Documents and shall be developments thereof and reasonably inferable therefrom.

All Work shall be furnished in strict conformity with the Contract Documents and to the exact dimensions fixed thereby. The District reserves the right to make reasonable changes in dimensions and relocations of materials and equipment, provided that such changes or relocations are made prior to work on any item to be changed or relocated. Such changes or relocations shall be made at no additional cost to the District.

GC-10 CONTRACTOR'S COPIES OF DRAWINGS AND SPECIFICATIONS

Access to an electronic download of the complete set of Contract Documents will be provided to Bidder. Additional copies of Specifications and either full or reduced size Contract Drawings, if desired by the Contractor, will be furnished by the District and, at the District's discretion, the Contractor may be charged for the cost of reproduction, handling and mailing.

GC-11 REFERENCED STANDARDS & SPECIFICATIONS

Any Work on this Project not specified in the Contract Specifications shall be performed according to the manufacturer's recommendations and, where applicable, the current "State of Washington Standard Specifications for Road, Bridge and Municipal Construction" prepared by the Washington State Department of Transportation (WSDOT) and Washington State Chapter of the American Public Works Association. The detailed Specifications herein contained shall supersede any provisions of the Washington Standard Specifications in conflict herewith and any manufacturer's recommendations.

UL Label: Where applicable, all materials and equipment for which Underwriters Laboratories, Inc. standards have been established, and their label service available, shall bear the appropriate UL Label.

Reference in the Specifications to codes, standards and specifications promulgated by local, state, and/or federal authorities, professional or technical associations, institutes or societies, are intended to mean the latest edition of each such code, standard or specification adopted and published as of the date of the Contract for this Project, except where otherwise specifically indicated. Each such code, standard or specification referred to shall be considered a part of the Specifications to the same extent as if reproduced therein in full. The following is a representative, though partial, list of such organizations together with the abbreviation by which each is identified:

- ACI American Concrete Institute
- AIA American Institute of Architects
- AISC American Institute of Steel Construction



- ANSI American National Standards Institute
- ASA American Standards Association
- ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers
- ASME American Society of Mechanical Engineers
- ASTM American Society of Testing and Materials
- AWWA American Water Works Association
- AWSA American Welding Society Code
- CSI Construction Specifications Institute
- IBC International Building Code
- IEEE Institute of Electrical and Electronics Engineers
- NIST National Institute of Standards and Technology
- NEC National Electrical Code
- NEMA National Electrical Manufacturers Association
- NESC National Electric Safety Code
- NFPA National Fire Protection Association
- UBC Uniform Building Code
- UL Underwriters Laboratories, Inc.
- UMC Uniform Mechanical Code
- UPC Uniform Plumbing Code

GC-12 MATERIALS AND EQUIPMENT FURNISHED BY DISTRICT

Materials or equipment specified in the Specific Requirements and/or the Specifications to be furnished by the District shall be conclusively deemed acceptable for the purpose designed if received in good condition. The Contractor may continue to use such materials or equipment until otherwise directed. However, if the Contractor discovers any defect in materials or equipment furnished by the District, the Contractor shall immediately inform the District of the same in writing and shall cease to use such defective items pending receipt of written instructions from the District.

Materials or equipment specified in the Specific Requirements and/or the Specifications to be furnished by the District shall be received by the Contractor F.O.B. the point of delivery specified, and in the absence of such Specification, receipt by the Contractor shall be F.O.B. the facilities of the supplier of the materials or equipment to be so furnished. The Contractor shall receive, load and unload, transport, store and properly protect from damage or loss all such material or equipment and the Contractor shall be responsible for loss or damage after receipt of material or equipment. The Contractor shall immediately report to the District in writing in a form and manner prescribed by the District the receipt of District-furnished material.



GC-13 WORKMANSHIP OF CONTRACTOR

All Work shall be such that its several component parts function as a workable system, with all accessories necessary for its proper operation, and the Work shall be completed with all components tested, properly adjusted, and in working order. The Work shall be performed in accordance with the Contract Documents and in conformity with the best accepted standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility and appearance and minimum cost of operation, maintenance and future alterations and additions. All Work shall also be so performed such that the completed Work will conform and adjust to the existing facilities.

GC-14 COMPLIANCE WITH CONTRACT DOCUMENTS

All workmanship, equipment or material incorporated in the Work shall be provided in full conformance with the Contract Documents, and shall be of the best available grades of their respective kinds. Whenever material or an article or piece of equipment is identified on the Contract Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard as to physical size, strength, function, performance, technical data, information, tests, ratings, etc. established by the manufacturer, and herein used by the Engineer in the design of this Project and indicates the minimum acceptable standard and is to be considered "Or Equal" unless otherwise specified.

Offers of substitution for items described in the Contract Documents as "Or Equal" will be considered only upon the written request of the Contractor, and no requests for substitutions will be acknowledged or considered from suppliers, distributors, manufacturers, or Subcontractors or any other source. Requests for approval of substitution shall be made by submitting documentary evidence of equality in the form of, but not limited to, descriptive literature, samples, records of performance, certified copies of tests by independent recognized laboratories, and differences in price and delivery, if any, in the form of certified quotations from suppliers of both the specified material, equipment, method of construction or process, or Shop Drawings, and the proposed substitute. Contractor shall submit three (3) sets of all data to the Engineer. NO PURCHASE SHALL BE MADE OR INSTALLATION PERFORMED BY CONTRACTOR WITHOUT THE ENGINEER'S PRIOR WRITTEN APPROVAL.

If the Contractor is unable to secure all materials or equipment of the size, kind and type specified in these Contract Documents or those proposed as substitutes by the Contractor and accepted by the District as equal in every material respect to those specified, through no fault of its own, the Contractor shall immediately give written notice to the Engineer of the same. Thereafter, the District, at its option, may require the use of substitute materials or equipment of greater or lesser cost, and in such event, the Unit Price shall be adjusted for the difference in the price between the materials or equipment specified or previously accepted as substitutes equal in every material



respect and the substitute materials or equipment accepted. The District at its sole discretion may refuse to accept any substitute material or equipment.

The Engineer shall have the final approval on whether a proposed substitution is approved as an "Or Equal."

GC-15 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored by the Contractor so as to insure the preservation of their quality and fitness for installation and use. When requested by the Engineer, the materials and equipment shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation or freezing. Stored materials and equipment shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages to stored and installed materials and equipment that occur for any reason until Completion and final acceptance by the District. After final acceptance, the Contractor's responsibility shall be governed by the warranty provisions of General Conditions, Warranty, or as specified elsewhere in these Contract Documents.

GC-16 INSPECTION, ACCESS AND REJECTED WORK

The District, the Engineer, and their duly authorized representatives and other District employees shall at all times and for any purpose have access to the Project and the premises used by the Contractor, and the Contractor shall provide safe and proper access therefor. Furthermore, the Contractor shall arrange for the District, the Engineer and their duly authorized representatives, at all times, to have immediate access to all places of manufacture where materials are being manufactured, produced or fabricated for use under these Contract Documents, and the Contractor shall provide full facilities for determining whether all such machinery or materials are being made strictly in accordance with the Specifications and Contract Drawings. The Contractor shall, whenever so requested, give the Engineer access to the invoices, bills of lading, etc., and shall provide scales and assistance for weighing and/or measuring any of the materials or equipment.

Except as otherwise provided in the Contract Documents, all materials and Work shall be subject to inspection, examination and testing by the Engineer at any and all times during the Work. The Engineer will have the right to reject defective material and Work. Rejected Work shall be satisfactorily replaced with proper material, or reaccomplished if the material need not be replaced, and the Contractor shall remove rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials or the correction of defective Work, the District may, by contract or otherwise, replace such material or correct such Work and charge the cost thereof to the Contractor.



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The Contractor shall provide without additional charge all facilities, labor and materials necessary for any inspections. Tests will be carried out in such manner that the Work will not be delayed. Access to and around the immediate Work site shall be continuously maintained so that inspections may be made at any time by the Engineer or any Inspector.

In the event it is considered necessary or advisable by the District at any time before final acceptance of the entire Work to make an examination of the Work which is partially or fully completed by disassembling, removing, tearing out and satisfactorily reassembling or reconstructing any portion thereof, upon written notice from the District, the Contractor shall promptly furnish all necessary facilities, labor and materials for such examination. If such Work is found to be defective in any material respect, or if it is found that such Work is not in conformity with the Contract Documents, the Contractor shall pay all the costs of such examination. If, however, such Work is found to meet the requirements of the Contract Documents, or is defective through no fault of the Contractor or its Subcontractors, additional costs in accordance with General Conditions, Changes In The Work/Field Work Order/Change Orders, shall be paid to the Contractor as full compensation for Work connected with such examination and the Contract Time shall be increased by the number of days required for disassembling and reconstructing.

The Contractor is not relieved of any obligations to fulfill the Contract as prescribed, and defective Work shall be corrected and unsuitable materials shall be rejected by the District and replaced by the Contractor, notwithstanding that the defective work and materials have been previously inspected by the Engineer or an Inspector.

GC-17 STOP WORK DIRECTIVE

Where, in the judgment of the Engineer and/or District designated Inspector, the Contractor or any Subcontractor is performing Work contrary to the conditions and terms of the Contract, where continued operations could cause damage or injury to persons or property, preclude further inspection, or render remedial action ineffective for any product or services provided by the Contractor or Subcontractor, the Engineer and/or District designated Inspector will notify the Contractor of any such situation in writing.

If, after this notification by the Engineer and/or District designated Inspector, the Contractor does not commence appropriate corrective action to the satisfaction of the Engineer, the Engineer and/or District designated Inspector may issue a Stop Work Directive (SWD) stating the specific work to be discontinued and so notify the Contractor in writing.



If the District becomes aware of any potential WISHA, OSHA, District or Contractor's Safety Program violation on the Project, the District may immediately issue to the Contractor a written notice of a safety violation. This may include any situation where Contractor employees are conducting work in a potentially unsafe manner. The Contractor's Superintendent shall be required to sign all notices issued acknowledging receipt of the notice. The Contractor shall immediately perform necessary corrective measures so it is in compliance with WISHA and OSHA regulations, and the District and Contractor's Safety Programs. If the Contractor refuses to take corrective action or receives repeated violations, the District may issue a SWD. Nothing in this section shall relieve Contractor of the primary responsibility for the safety of the Work site.

Upon receipt of a SWD from the Engineer and/or District designated Inspector, the Contractor and the Subcontractor shall cease operations, including shipments, on any specified product or services to the extent mandated by the SWD. Work shall not resume until the Contractor has obtained a written authorization from the Engineer and/or District designated Inspector. A written authorization to resume further operations shall be granted only upon approval of the Contractor's written commitment to correct those conditions itemized on the SWD.

The issuance of a SWD shall constitute a non-excusable delay, and the Contractor shall not be entitled to time extension or additional compensation (either direct or consequential) due to the delay.

GC-18 WARRANTY

The Contractor warrants to the District that the Work shall perform and operate for the purpose(s) specified, shall be new and free from defects and deficiencies in material and workmanship, shall meet all Specifications, including those relating to performance contained or incorporated by reference in the Contract and that any assembly and/or installation will be performed in a competent manner in accordance with accepted industry standards.

The foregoing warranties shall apply to defects or deficiencies occurring within a period of one (1) year from the date of final acceptance of the Project by the District. Additional or different warranty requirements may be stated in Specific Requirements or Specifications.

If, during the warranty period, the Work is not available for normal use due to a failure to comply with the requirements of the Contract Documents or any warranty, the time of unavailability shall not be counted as part of the warranty period. If at any time during the warranty period the District notifies the Contractor of any failure to comply with the warranty, the Contractor shall promptly, and at the time the District directs, correct any noncompliance and remedy any damage to other items of the Work or any other property resulting from the noncompliance. The warranty period shall then be extended



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for any corrected Work until the expiration of an additional warranty period, that shall commence upon the acceptance by the District of the correction or the expiration of the original warranty period, whichever is later. In no event shall the warranty for an item of corrected Work extend for more than three (3) warranty periods as defined herein. All costs involved in correcting and remedying any noncompliance (including, but not limited to, the removal, replacement and reinstallation of items necessary to gain access, including all labor costs), shall be borne by the Contractor.

If the Work does not meet the warranties specified above, the Contractor, after receipt of written notice from the District, shall immediately correct any defect or deficiency, including nonconformance with the Specifications. The cost of labor, materials and equipment associated with such repair or replacement of the Work shall be borne by the Contractor. Contractor recognizes that performance of the repair or replacement may necessitate swing and graveyard shifts, working weekends, and acceleration of the Completion date for the overall Project, and agrees to perform same with sufficient personnel as required by the District. All cost of labor, whether straight time or overtime labor, materials and equipment associated with such repair or replacement during special shift work shall be borne by the Contractor.

If unit outages will be necessitated as a result of such repair or replacement, Contractor agrees to perform the Work in a manner that would be most cost effective to the District. This decision will be at the sole discretion of the District.

In the event the Contractor fails to remedy any such defect or deficiency in a timely manner, the District may undertake such remedy as it deems reasonably necessary and the Contractor shall bear all costs reasonably associated with said remedial action by the District. The reasonable time for repairs/remedies shall be determined by the District.

The Contractor shall obtain written warranties from Subcontractors and suppliers of materials and equipment and shall deliver the original warranties to the District prior to final acceptance of the Project. Such warranties shall be in effect for the period specified in the Contract Documents and shall state that they run in favor of the District, regardless of whether contract privity exists between the warrantor and the District.

Neither the final payment, nor any other provision of the Contract, nor partial or entire use of the materials and/or equipment by the District shall relieve the Contractor of liability with respect to the warranties referred to in the Contract or any other warranties express or implied.

The warranty provided herein is in addition to, and not in lieu of, any other guarantees, warranties, rights or remedies that may otherwise be available under applicable law to the District, and shall not in any way limit the same.



GC-19 INDEMNITY

The Contractor covenants and agrees that it will indemnify and hold harmless the District and any and all of the District's officers, principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect, arising in any way out of the performance of this Contract (including, but not limited to contractual claims, lien claims, retainage claims, extra work claims, bodily injury and property damage) to which the District or said other indemnitees may be put or subject by reason of any act, action, neglect, omission or default under this Contract on the part of the Contractor or any Subcontractor or any of the Contractor's or Subcontractor's officers, principals, agents, or employees. The indemnity provision shall be specifically subject to RCW 4.24.115 (or as amended). Contractor's indemnity obligations shall survive the Completion and final acceptance of the Contract, and shall only terminate upon final satisfaction by the Contractor of all such suits, claims or other proceedings.

In the event any suit, claim or other proceeding shall be brought against the District or any of the District's officers, principals, agents or employees, at any time alleging facts that, if proven, would give rise to the indemnity obligation set forth in the preceding paragraph, the Contractor hereby covenants and agrees to assume the defense thereof and defend the same at the Contractor's own expense. Within the limits of the preceding paragraph, the Contractor agrees to pay all judgments that may be incurred by or obtained against the District or any other indemnitee under this section as a result of such suits, claims or other proceedings.

The Contractor's submission of a Bid Proposal under these Contract Documents and execution of the Contract constitutes Contractor's conscious and intentional acceptance of the terms of this section and the Contractor's express waiver of any and all statutory immunity provided by the Washington State Industrial Insurance Act, RCW Title 51, with regard to all rights of the indemnitees stated herein. **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 DISTRICT CONCERNING BIDDING AND AWARD OF CONTRACTS FOR PUBLIC WORKS.**

GC-20 SUBCONTRACTORS

The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel and all tiers of Subcontractors performing the Work. In no event shall the Contractor be authorized to enter into any agreements or undertakings for or on behalf of the District or to act as or be an agent or employee of the District. Upon request by the District, Contractor shall provide a copy of any or all subcontracts.

The Contractor agrees that it is fully responsible to the District for the acts and omissions of its Subcontractors and of persons and/or entities either directly or indirectly



employed by them as it is for the acts and omissions of persons employed by it directly. Contractor shall not utilize any Subcontractor or supplier to whom the District has a reasonable objection and District has notified the Contractor of same, and shall obtain the District's written consent before making any substitutions or additions to its list of Subcontractors.

If the District concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the District, remove the Subcontractor performing such Work. Such removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all other requirements of the Contract.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District's consent to or approval of any Subcontractor under the Contract shall not in any way create any contractual relationship between any such Subcontractor and the District and shall not relieve the Contractor of its obligations under the Contract and no such consent or approval shall be deemed to waive any provisions of the Contract.

Contractor shall require and set forth in its written contracts with Subcontractors that all Subcontractors are and shall be bound by the terms of the Contractor's Contract with the District, including, but not limited to the General and Specific Requirements, Specifications, Contract Drawings, Addenda, Field Work Order/Change Orders (which will be incorporated into the subcontract by reference), and shall assume toward Contractor the obligations and responsibilities that the Contractor assumes in and by the aforesaid documents towards the District.

GC-21 TERMINATION FOR DEFAULT / NONCOMPLIANCE

Acts of Default – Any of the following events constitute an act of default by the Contractor and a material breach of the Contract:

- The Contractor fails to execute a Notice of Award, or fails to provide the Performance and Payment Bond or Insurance required.
- The Contractor abandons the Work.
- The Contractor fails to supply workers with relevant experience and sufficient skills, suitable materials or suitable equipment or performs Work of a lesser quality than specified in the Contract Documents.
- The Contractor fails to fully maintain the schedule of Work or fails to fully meet any of the schedules or milestone dates specified in the Contract Documents.
- The Contractor violates laws, regulations or orders of any public body having jurisdiction, violates any policy of the District or does not comply with instructions or directives from the Engineer, or disregards the authority of the Project Engineer.



- The Contractor fails to make prompt payment for labor, materials, supplies, equipment or to Subcontractors.
- The Contractor fails to provide the approved Statement of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, or fails to provide and maintain in effect the insurance required by the Contract Documents.
- The Contractor fails to comply with the conditions, Specifications or provisions of the Contract Documents.
- The Contractor is careless or incompetent as determined by the District.
- The Contractor ceases or is unable to pay its debts as they mature, or authorizes or takes any action under bankruptcy or reorganization, readjustment of debt, insolvency, liquidation or other similar laws, or proceedings under any such laws that are instituted against it.
- The Contractor assigns the Contract or sublets Work without first obtaining the District's permission.
- The Contractor receives a Stop Work Directive and fails to take corrective action.
- The Contractor receives multiple Stop Work Directives.
- The Contractor fails to pay attorneys fees and costs as provided in General Conditions, Applicable Law/Court Costs/ Attorneys Fees.
- The Contractor is otherwise in violation of any material provision of the Contract.

Consequences of Default – If the Contractor fails to execute the Notice of Award, or fails to furnish the Performance and Payment or Insurance required within ten (10) days of receipt of the Notice of Award, the District may terminate the Contract immediately. If the Contractor fails to remedy any of the other above-listed acts of default within ten (10) days after the District delivers to it written notice of the default, the District may, without limiting any other remedy available to it, withhold any amounts otherwise due under the Contract and/or terminate the Contractor's right to proceed with all or any portion of the Work. The District shall also have the right, but shall not be obligated, to complete the Work by whatever method the District deems expedient, including employing another contractor(s) under any contract(s) the District deems advisable. The District may provide any labor or materials and perform all or any part of the Work which has been terminated. To complete the Work, the District shall have the right to take possession of materials and supplies and to use any or all of the materials, supplies, tools, equipment, and property furnished by the Contractor for the Work. The Contractor shall not remove any materials, tools, equipment or supplies from their location at the time of termination without the prior written consent of the District.

The expense of completing the Work, together with a reasonable charge for awarding and administering any contract(s), and the damages caused by the delays in completing the Work will be charged to the Contractor. The District will deduct the amounts described in the preceding sentence from any amounts which may be due or may become due to the Contractor. In case the expenses exceed the amounts due or to become due, the Contractor shall, upon notice from the District, promptly pay to the



District the amount of the excess. The District shall not be required to obtain the lowest figures for Contract Completion, but may make those expenditures which in its sole discretion will best accomplish timely, quality Completion.

At the District's discretion, the Contractor may be removed from the Small Works Roster but may reapply. The District's termination of a Contractor shall not affect any rights of the District against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the District due to the Contractor shall not release the Contractor from liability.

Noncompliance – The Contractor shall, upon receipt of written notice of noncompliance with any provision of this Contract and the action to be taken, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or its representative, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, the District Engineer may issue an order to suspend all or any part of the Work. When satisfactory corrective action is taken, an order to resume work shall be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the Contract or to reimbursement for excess costs or damages.

GC-22 TERMINATION FOR CONVENIENCE

The District may terminate the Contractor's right to proceed with all or any portion of the Work upon ten (10) days written notice to the Contractor. Upon receipt of any notice of termination, the Contractor shall immediately stop all work being performed unless the notice of termination expressly directs otherwise.

Upon receipt of any such notice, the Contractor shall, unless the notice states otherwise:

- stop the Work on the date and to the extent specified in the notice of termination;
- place no further orders or subcontracts for services, equipment or materials relating to the terminated portion of the Work;
- terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination as directed by the District;
- if requested by the District, assign to the District, in the manner and to the extent directed by it, all of the rights, title and interest of Contractor under the orders or subcontracts so terminated, in which case District shall have the right, if it elects to do so, to settle or pay any or all claims relating to the termination of such orders and subcontracts;
- if requested by the District, settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, in a Satisfactory manner;



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- deliver to the District, when and as directed by the District, all documents and all property and transfer title to such property to the District to the extent not already transferred; and
- to the extent requested by the District, assist the District in maintaining, protecting, and/or disposing of Work in progress, tools, equipment and materials acquired or utilized by Contractor relating to the Work.

In the event of such termination, Contractor waives any claim for damages, including but not limited to, any claims for loss of anticipated profits, and agrees to accept in full settlement of all claims by Contractor and any Subcontractors or suppliers such proportion of the Contract Price due to Contractor under this Contract as the Work actually completed bears to the entire Work to be performed by Contractor under this Contract, as determined by the District, less any payments already made to Contractor and less any amounts withheld by the District to settle claims against or to pay indebtedness of Contractor in accordance with the provisions of this Contract. In the event of such termination, Contractor shall be entitled to no payment beyond that specified in this paragraph and Contractor shall defend, indemnify and hold the District harmless of all claims for amounts other than the above, including but not limited to, all claims for lost profit, loss of business expectancy, and the like.

GC-23 CONTRACTOR'S CLAIMS

If at any time the Contractor claims that the District may, for any reason, owe it damages, additional payment, or a time extension, the Contractor must file a written claim with the District in strict compliance with this section. The written claim shall set out a detailed, factual statement of the claim for additional compensation or for additional time: (1) listing the date on which facts arose that gave rise to the claim; (2) identifying any documents and/or oral statements that support the claim; (3) listing for time extensions claimed the specific dates for which the extension is sought and the reasons Contractor claims a time extension should be granted for the dates identified, and (4) listing for additional compensation sought a breakdown of labor, materials, equipment, overhead and any other amounts claimed. Contractor must deliver to the District a written notice that fully complies with the above requirements no later than ten (10) days after the event giving rise to the claim occurred and before proceeding with any Work upon which the claim is based. Failure to provide the written notification in strict compliance with the above requirements (including but not limited to contents of notice and time of notice) shall constitute an absolute waiver of any such claim. No act, admission or knowledge, actual or constructive, of the District or the Engineer or any District employee shall in any way constitute a waiver of the above requirements, unless the District provides the Contractor with an express, unequivocal written waiver of the specific requirement being waived.



Within a reasonable time after presentation of a claim, the District shall give the Contractor written notice of the District's decision on any claim of the Contractor. All such decisions of the District shall be final.

Pending final resolution of a claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract.

GC-24 NOTICES

The District may inform the Contractor at the address given by the Contractor in its bid any written notice which the Contract Documents provide that the District shall give to the Contractor. Written notice delivered to the Contractor's Superintendent at the job site shall constitute notice to the Contractor. The Contractor may deliver, fax to the District's fax number, or mail to the District any notice which the Contract Documents provide that the Contractor shall give to the District. Written notice delivered to the District's Engineer at the job site shall constitute notice to the District.

GC-25 ASSIGNMENT OF CONTRACT

The Contractor agrees that it will not sell, assign, transfer or sublet this Contract or any part thereof or interest therein, either by power of attorney or otherwise, without the prior written consent of the District, and that any such sale, assignment, transfer or subletting, without such consent of the District, shall be null and void.

The Contractor shall not assign any monies due or to become due it under the Contract without the prior written consent of the District. No assignment of the rights given to the Contractor under the terms of the Contract Documents shall be valid unless it contains a provision that the funds to be paid to the assignee under the assignment are subject to all of the Contractor's obligations under the Contract, i.e. that the Contractor delegates its duties under the Contract and the assignee agrees to fully perform those duties. The District shall have the absolute right to reject the assignment to the proposed assignee. Any assignment made without the District's written consent shall be null and void. The original Contractor shall remain liable for performing under the Contract to the extent the assignee does not perform or the assignee's Work is rejected by the District.

GC-26 WAIVER AND MODIFICATION

No waiver or modification of any provision of the Contract Documents shall be valid and binding upon the District unless the waiver or modification is in writing and signed by the District's Project Engineer with proper authority. A waiver shall neither be nor be construed to be a waiver of any past or future default or breach, nor a modification of any of the terms or conditions of the Contract, except to the extent expressly stated in the written waiver.



The failure of the District to insist upon strict compliance with any term or provision of the Contract Documents shall not constitute a waiver or relinquishment of any such term or provision but the same shall be and remain in full force and effect. The making of any payment by the District to the Contractor with or without knowledge of any breach of the Contract shall not be deemed to be a waiver of any breach or of any term or provision of the Contract Documents.

GC-27 PATENTS AND ROYALTIES

The Contractor shall pay the costs of all royalties, permits, taxes, licenses or other fees necessary for the performance of this Contract.

When notified and authorized in writing by the District, the Contractor shall defend, at the Contractor's expense, any suit or proceeding brought against the District so far as such suit or proceeding is based on a claim that the manufacture, sale or use of materials or equipment furnished by the Contractor as part of the Work under the Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded against the District, and shall otherwise hold the District harmless; provided that the Contractor's obligation shall not extend to a claim of infringement based upon the manufacture, sale or use of materials or equipment furnished by the Contractor in combination with materials or equipment not furnished under the Contract. If the Contractor refuses to defend such suit or if, in the opinion of the District, the Contractor does not tender an adequate defense to the claims made in such suit, the District may seek counsel to protect the District's interests. The Contractor shall be liable for the costs and attorneys fees associated with the District's actions in this regard.

In the event the manufacture, sale or use of materials or equipment is held to constitute infringement and the use of part or all of the Work is enjoined, the Contractor, at its expense, shall either obtain for the District the unqualified right to continue using said material or equipment for an indefinite period or shall replace the same with non-infringing material, or shall remove said material or equipment and refund to the District the purchase price and the transportation and installation costs thereof.

GC-28 SOFTWARE AND SOFTWARE LICENSES

For purposes of this Contract, third party software shall mean software and associated documentation licensed by Contractor from third parties, or Contractor obtained licenses from third parties to be licensed to the District, and included as part of any software deliverables, equipment deliverables or otherwise provided as part of this Contract under a license from such third parties. Contractor software shall mean software and associated documentation owned by Contractor.



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For purposes of this Contract, Contractor grants to District a non-exclusive, perpetual, irrevocable, transferable license to use any Contractor software related documentation which may be included as part of, integrated into, or necessary for the proper function of the Work, or other equipment purchased under this Contract.

Prior to using any third party software product, which may be included as part of, integrated into, or necessary for the proper operation of any Work, or other equipment purchased under this Contract, Contractor shall provide to District copies of the license agreement from the licensor of the third party software and allow the District to review the license agreement and its terms. Prior to final acceptance, Contractor shall either assign to the District the licenses for the third party software or obtain such licenses in the District's name for the District's use of the third party software.

GC-29 PERMITS

Permits, licenses and easements of a temporary nature which are necessary only for and during the prosecution of the Work shall be secured and paid for by the Contractor, except those permits, licenses or easements of a temporary nature which are described in Specific Requirements or Specifications.

GC-30 LIABILITIES OF THE CONTRACTOR

The Contractor shall have the sole responsibility for furnishing the District with completed divisions of Work until said divisions are accepted in writing by the District. Materials or Work damaged, lost, stolen or destroyed prior to said acceptance by reason of any cause whatsoever, whether within or beyond the control of the Contractor, shall be repaired or replaced in their entirety by the Contractor solely at its own expense.

GC-31 APPLICABLE LAW/COURT COSTS/ATTORNEYS FEES

All applicable state and federal laws, municipal ordinances, administrative codes and the rules and regulations of all authorities having jurisdiction over the Contract shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall fully comply with all state and federal laws, ordinances and regulations, and with all orders, permits, approvals, certifications, licenses, directives adopted or issued thereunder, including but not limited to all environmental legislation of which the Contractor is aware or shall subsequently become aware.

The Contract Documents and other writings of whatsoever nature which are a part of the Contract shall be construed for all purposes solely and exclusively in accordance with and pursuant to the laws of the State of Washington. The rights and obligations of Bidders, the District, and Contractor shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the courts of the State of



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Washington. Venue for any lawsuit arising from these Contract Documents or performance under the Contract shall be in Chelan County Superior Court, Chelan County, Washington.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

Subject to General Conditions, Time and Manner of Payment to Contractor, the Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the procedures of General Conditions, Contractor's Claims.

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of the Contract, the substantially prevailing party shall be entitled to compensation for its reasonable attorneys fees and costs whether or not legal action is initiated and regardless of whether the dispute is settled by trial, trial and appeal, arbitration, mediation, negotiation or otherwise and regardless of whether suit is formally filed. Failure to pay the costs and attorneys fees provided for herein shall constitute an event of default under this Contract.

The District is committed to equal employment opportunity for all qualified individuals without regard to age, sex, marital status, sexual orientation, race, religion, creed, color, national origin, disability, disabled veterans, recently separated veterans, other protected veterans, and armed forces service medal veterans or any other protected class. To this end, we support and cooperate fully with all applicable laws, regulations and executive orders, and hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-741.5(a) and 60-300.5(a), and 29 C.F.R. part 471, if applicable.

All Work performed pursuant to this Contract shall be in compliance with statutory and regulatory provisions of the State of Washington relating to public works including, but not limited to, the following as the same may be applicable:

- Chapter 39.04 RCW relating to pollution and preservation of natural resources.
- Chapter 39.06 RCW relating to registration and licensing of contractors on public works.
- Chapter 18.27 RCW relating to registration of contractors.
- Chapter 39.08 RCW relating to contractor's bond.
- Chapter 39.12 RCW relating to prevailing wages on public works.
- Chapter 49.28 RCW relating to hours of labor.
- Chapter 49.60 RCW relating to law against discrimination.
- Chapter 54.04 RCW relating to contracts by Public Utility Districts.
- Chapter 60.28 RCW relating to withholding of retainage.



- Chapter 70.92 RCW relating to provisions for the aged and physically handicapped.
- Chapter 19.122 RCW relating to underground utilities.

GC-32 PUBLIC RECORD

Contractor acknowledges that the District is subject to the provisions of RCW 42.56 and that this Contract and all materials made available under or as a consequence of it (collectively for this Section called the "Materials"), shall be public records as defined in RCW 42.56. Any specific part of the Materials that is claimed by the Contractor to be Confidential Information or proprietary information must be clearly identified as such by the Contractor as set forth in General Conditions, Contractor Identification of Confidential Information.

GC-33 CONTRACTOR IDENTIFICATION OF CONFIDENTIAL INFORMATION

If Contractor considers any portion of the Materials to be protected from disclosure under the law, Contractor must clearly mark on each page and/or individual piece (collectively referred to in this Section as "Record") (as opposed to marking only the first page or a cover page to a Record) on the bottom or top of each Record in a manner which makes the words immediately obvious and identifiable, the following words, all capitalized: "PROPRIETARY AND CONFIDENTIAL." A Contractor which does not do this agrees, for itself and any Subcontractor, partner, or other person or entity whose Material is used in connection with or incorporated into the Contract, that each Record, which is not marked, may be inspected and copied by the public and further that the District may disclose the same to the public for such purposes.

If a request is made for inspection and/or copying of the Materials, the District will review the Materials to determine which Records contained therein are marked "PROPRIETARY AND CONFIDENTIAL." Records which are not so marked may, in the District's sole discretion, be disclosed by the District to the public for inspection and copying. For each Record appropriately marked as "PROPRIETARY AND CONFIDENTIAL," the District will determine whether, in its opinion, the Record is exempt from inspection and/or copying under Washington law. If in its discretion the District determines that the Record is not exempt from disclosure to the public, the District will notify the Contractor of the request and the District's decision that the Record will be disclosed. Such action, if taken, shall be at the Contractor's sole expense. The District will allow the Contractor ten (10) days to file suit and obtain a court order to restrain disclosure by the District. If the Contractor fails or neglects to take such action within said time, the District will release all Records, which it has deemed it must disclose. The Contractor agrees and warrants that neither it, nor any Subcontractor, partner, or other person or entity, providing it with Material for inclusion in the Agreement, will have any claim whatsoever against the District arising out of



either disclosure or any action taken by the District under this Section as long as the District follows the procedures in this Section.

Contractor further releases the District from any liability to the Contractor arising out of any such disclosure or action and agrees to indemnify and hold the District harmless from any claim whatsoever, including attorneys fees, made by any Subcontractor, partner, or other person or entity arising out of disclosure.

In addition to the Contractor, this section shall be binding on all Subcontractors, partners, persons or entities which have allowed their Materials to be used by the Contractor for purposes of making or performing under the Contract; provided, for purposes of notice by the District to a Contractor of a request for public records and the right to restrain disclosure as set out above, notice need only be given to the Contractor notwithstanding that others may have allowed the Contractor to use their Materials for, or as a result of, the Contract.

Contractor will have the sole obligation, if any, to notify Subcontractors, partners, or other persons or entities, regarding the public document disclosure issues set out in this Section.

GC-34 INSURANCE

1. Liability Insurance. The Contractor shall, at its own expense, carry and maintain Commercial General Liability Insurance including coverage for Contractual Liability and Completed Operations throughout the course of performance of the Work and for at least one (1) year following Completion and final acceptance of the Work. Such liability insurance shall indemnify the Contractor and its Subcontractors against loss from liability imposed by law upon, or assumed under Contract by, the Contractor or its Subcontractors for damages on account of such public liability, contractual liability, property damage, products liability or completed operations liability. SAID INSURANCE SHALL PROVIDE "OCCURRENCE" COVERAGE, NOT "CLAIMS MADE" COVERAGE. Said liability insurance shall have a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, including personal injury and death and property damage."
2. Automobile Insurance. The Contractor shall, at its own expense, carry and maintain automobile liability insurance covering any auto, truck or other motor vehicle used by the Contractor in connection with the Work. Such coverage shall have a combined single limit per occurrence for bodily injury and property damage of not less than \$1,000,000.
3. The District shall be identified as an additional insured on all general liability policies required of the Contractor pursuant to these Contract Documents. The



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coverage afforded to the District as an insured shall be primary and not excess or contributing to any insurance held by the District or any District self insurance program. The insurance provided shall apply separately to each insured. This separate coverage requirement may be met by a cross liability clause, a severability of interest clause or an acceptable definition of the term "insured".

4. Deductible. No insurance policy required herein shall have a deductible or self-insured retention of more than \$25,000. In the event the Contractor's insurance program has a deductible in excess of \$25,000, the District reserves the right to waive the aforementioned condition following review and acceptance of Contractor's most current audited financial statement documenting financial security available to cover the deductible amount(s). Payment of deductibles and premiums are the sole responsibility of the Contractor. Deductible amounts applicable to any insurance specified under these Contract Documents shall be clearly set forth on the Insurance Coverage Checklist, Exhibits.
5. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to reduction in the required limits of liability or amount of insurance until notice has been mailed to the District by the insuring company stating the date that such cancellation, lapse or reduction shall be effective, which date shall be not less than thirty (30) days after the mailing of such notice. The Contractor shall not cause any insurance policy required under these Contract Documents to be canceled or permit any such policy to lapse unless replaced with no lapse in coverage.
6. Within ten (10) days after receipt of the Notice of Award, the Contractor shall file with the District certificates from its insurance companies certifying to the coverage of all insurance required herein. **IMPORTANT:** Work will not commence on the Project until the Contractor's Insurance Certificate, with required attachments, is received by and is acceptable to the District. The District reserves the right to determine the completeness and adequacy of the Contractor's Insurance Certificate, required attachments and the acceptability of deductible or self-insured retention levels. Renewal certificates are required prior to the expiration of the insurance policies. Failure to submit a renewal certificate or finalizing correction of minor deficiencies in the insurance documents to maintain compliance with the Contract may result in the withholding of progress payments until the deficiency(ies) is corrected.
7. All certificates of insurance shall be authenticated by the proper officer of the insurer and shall certify the name of those insured, the type and amount of the insurance, and the expiration date. Contractor shall submit with and as part of its Insurance Certificate a copy of all special or additional exclusions or endorsement riders and the completed Insurance Coverage Checklist. The Contractor's Insurance Certificate and attachments must clearly state the



existence of all coverage and compliance with all insurance conditions required by these Contract Documents.

8. Delivery of Certificate. The completed Insurance Certificate with all necessary attachments shall be delivered to the District's Procurement & Contract Services Department.
9. Workers Compensation Insurance. In addition to such other insurance as may be required under this Contract, the Contractor and its Subcontractors, at their own expense, shall also maintain Workers Compensation Insurance in the amount and type required by law for all employees under this Contract who may come within the protection of workers compensation laws. Contractor hereby expressly waives its rights of subrogation against the District for any workers compensation claims arising out of this Contract. The Contractor and its Subcontractors shall maintain employer's liability insurance (or Stop Gap) in an amount and form and with a company or agency Satisfactory to the District for the benefit of all employees not protected by worker's compensation laws. Evidence of employer's liability insurance (or Stop Gap) shall be included on the Insurance Certificate. It is the Contractor's and its Subcontractor's sole responsibility to purchase and maintain coverage in compliance with the United States Longshoremen & Harborworkers Act (USL&H), Jones Act, or any federal law, state statute, or local ordinance which may be applicable to this Project.
10. The insurance coverage and benefits required herein, or in any other Contract Document, shall not be deemed to limit the Contractor's liability to the District or any third party. In the event the minimum insurance limits specified in this Contract Document are less than the maximum amount of insurance in effect for the Contractor at the time of claim or loss which arises from or is connected to the Work, Contractor affirmatively agrees that all insurance limits available to it will be extended to the District as additional insured.

GC-35 COMMENCEMENT OF WORK

Unless otherwise specified, Contractor shall commence work upon receipt of the District's written Notice to Proceed. The Contractor shall not begin any onsite Work before the date specified on the Notice to Proceed, or as directed by the District, and the Work shall be carried on regularly and without interruption thereafter, with such force as to assure the Completion of the Work within the Contract Time stated in the Contract Documents unless otherwise directed in writing by the District.

GC-36 POST-AWARD CONFERENCE

Within approximately twenty (20) days following the issuance of a Notice of Award, a post-award conference may be held at District's facility on a date and time as mutually



agreed upon by the Engineer and Contractor. The Contractor shall be represented at the meeting by the Contractor Superintendent. All aspects of the job will be discussed.

GC-37 PROGRESS, ORGANIZATION AND FACILITIES

The Contractor shall employ an ample force of employees and provide properly adapted and maintained construction facilities of sufficient capacity and efficiency to prosecute the Work in a workmanlike manner at the rate of progress necessary for Completion within the Contract Time.

Should the Contractor fail to maintain such rate of progress, the Engineer may require, at no additional expense to the District, additional employees and facilities be placed on the Work or a reorganization of facilities layout be effected in order that the rate of progress necessary for timely completion of the Work can be maintained.

GC-38 CONTINUITY OF UTILITY SERVICES

The Contractor shall make every effort to maintain continuity of utility services to District's customers. All outages required for Work shall be pre-approved by the District's Superintendent(s) or his designee. The Contractor shall take every precaution to avoid inadvertent service interruption of District customers. All unscheduled outages caused by the Contractor shall immediately be reported to the District's Superintendent(s) or his designee. Failure to comply with this section shall constitute reasonable cause for the District to immediately suspend the Contractor's Work activities and may result in termination or discontinuance of this Contract.

GC-39 WORK SCHEDULE

Within ten (10) days following award of the Contract, the Contractor shall furnish the Engineer a written schedule outlining in reasonable detail its proposed sequence of operations. The Contractor shall at no time change its schedule without the approval of the Engineer. The Engineer shall have the right to require changes in the schedule at any time to meet requirements of timely completion of the Work or outage constraints. The Engineer will inform the Contractor in writing as the Work proceeds as to the status of deliveries of materials to be furnished by the District, and as to the status of land right-of-way availability. Approval of the Contractor's schedule shall in no event be construed as relieving the Contractor of any responsibility in connection with its performance of the Work in the Contract Time specified.

Unless stipulated otherwise in the Contract Documents, the schedule shall be in the form approved by the Engineer, indicating the estimated duration and completion dates of all significant trade portions and phases of the Work.



GC-40 CHANGES IN THE WORK - FIELD WORK ORDER/CHANGE ORDERS

By proper action of its governing body or authorized designee and without invalidating the Contract, the District, at its discretion, may make any changes, including additions to or deductions from the Project, provided such changes are within the general scope thereof regardless of the size or magnitude of said change. It shall be the responsibility of the Contractor, before proceeding with any change, to satisfy itself that the execution of a Field Work Order/Change Order has been properly authorized on behalf of the District by its governing body or designee.

The Contractor agrees that it shall maintain a superintendent on site as required in General Conditions, Contractor's Superintendence. Contractor agrees that the superintendent shall have the authority to agree to and execute all Field Work Order/Change Orders on behalf of the Contractor. A Field Work Order/Change Order does not require the signature of the Contractor to be in effect. If the document is presented to the Contractor but not signed by the Contractor, then the requested change shall be carried out by the Contractor and payment will be based on the actual cost method as presented below.

Charges or credits, if any, for the Work covered by the change shall be determined by one or more of the following methods, at the District's option:

- Unit Prices specified in the Bid Form, if any.
- Unit Prices specified in the Unit Price Schedule for Changed Work submitted with the Contractor's Bid Proposal, if any.
- An agreed lump sum.
- The actual cost, which is to include:
 - Labor, including foreman.
 - Materials entering permanently into the Work.
 - The ownership or rental cost of the facilities and equipment during the time of use on the Project. The equipment rental rates paid by the District shall not exceed rates as calculated by the Federal Highway Administration. For each hour of equipment use, the District shall pay the monthly rate divided by 176 plus the hourly estimated operating cost. The Contractor shall provide copies of current industry recognized and Approved rental rate sheets or Blue Book Rental Rate sheets verifying rates requested in changes or claims, as provided by Equipment Watch, with adjustments for region and model year for every piece of equipment claimed.
 - Engineering and transportation costs necessitated by the change.
 - The cost of the increased premium for the Performance and Payment Bond required to cover the additional Work.



The Contractor shall be allowed to include a fixed fee of 18% as complete compensation for all profit and overhead, including superintendence, administration, office expenses, B & O Tax and any other general expenses. If the changed work is done all or in part by a Subcontractor, the Subcontractor (or tier of Subcontractors) shall be allowed a fixed fee of 15% for all profit, overhead and all general expenses, and the Contractor shall be allowed a markup of 5% of Subcontractor's actual cost (before profit and overhead) to cover the Contractor's profit, overhead and all general expenses on the changed work performed by the Subcontractor.

The District will make the final determination of charges or credits for the Work covered by the Approved change. In the event the Contractor does not agree with the amount of charges or credits, Contractor shall submit a Contractor's claim in accordance with General Conditions, Contractor's Claims.

GC-41 DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Work by any of the causes listed below, the Contract Time may be extended by Field Work Order/Change Order for such reasonable time as the District shall determine. All decisions by the District regarding extensions of time shall be final. The Contractor agrees to complete the Work within the Contract Time as thus extended. Such extensions shall postpone the beginning of the period for payment of Liquidated Damages, if provided for in the Contract, but they and the events producing them shall not be grounds for claim by the Contractor for damages or for additional costs, expenses, overhead or profit or other compensation unless, and only to the extent that the District causes the delay, in which event the District shall compensate the Contractor and any Subcontractors suffering delay damages in the amount of their field expenses during the delay plus 15% of the field expenses as compensation for the cost of Superintendence, overhead, bond, profit and any other general expenses. The parties may, however, agree on a different amount if they so choose.

- Fire, strikes, lockouts, labor disputes, pickets, war, acts of the public enemy, Acts of God.
- Acts of performance or delays in performance caused by persons other than the Contractor and other than persons acting for and on behalf of the Contractor, including Subcontractors and suppliers.
- Causes beyond the control of the Contractor, the delays from which could not have been avoided through the exercise of reasonable care, prudence, foresight and diligence on its part and that of its Subcontractors.

All claims for extension of the Contract Time shall be made in writing and submitted to the District in accordance with General Conditions, Contractor's Claims, no more than ten (10) days after the Contractor knows or by reasonable diligence should know of the



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event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one (1) claim is necessary.

Avoidable delays in the prosecution or Completion of the Work, for which no time extension shall be granted, shall include all delays which in the opinion of the District could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The following list is nonexclusive, but is representative of avoidable delays within the meaning of the Contract and shall not be a basis for an extension of the Contract Time:

- delays caused by rejected claims for extension of time or changed work by Contractor;
- delays caused due to rejected Work;
- delays to a part of the Work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time herein specified;
- reasonable loss of time resulting from the necessity of submitting Shop Drawings to the District for approval and from making of surveys, measurements, and inspection;
- such interruptions as may occur in the prosecution of the Work on account of the reasonable interference of other contractors employed by the District which do not necessarily prevent the Completion of the whole Work within the time agreed upon.

No claim for delay shall be allowed on account of the District's failure to furnish Contract Drawings until ten (10) days after a written request for such Contract Drawings has been made by the Contractor.

All changes of the Contract Time must be in writing and agreed upon by the District.

GC-42 SUSPENSION OF WORK

Whenever, in the District's opinion, a suspension of the Work is necessary either in whole or in part because of conditions unfavorable to prosecution of the Work or failure of the Contractor to carry out any of the provisions of the Contract, the District may immediately order suspension of the operation. Any suspension of the Work by the District shall in no case relieve the Contractor from its obligations under the Contract. The District shall not be required to pay for any standby time or damages arising from such a suspension. The Contractor shall not suspend operations without obtaining the prior written permission of the District.

In preparation for or during the suspension of the Work, Contractor shall take necessary steps at Contractor's expense to prevent damage to or deterioration of the Work.



GC-43 USE OF COMPLETED PORTIONS

Whenever, as determined by the District, the Project or any part thereof is in a condition suitable for use and the best interest of the District requires such use, the District may take possession of or use the Project or such part thereof.

All necessary repairs or renewals in the Project or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to the operations of the Contractor, shall be completed within the warranty period as specified in General Conditions, Warranty, in Specific Requirements, or elsewhere in these Contract Documents, and at the expense of the Contractor.

The use by the District of the Project or part thereof as contemplated in this Paragraph shall in no case be construed as constituting acceptance of the Project or any part thereof. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract, nor act as a waiver by the District of any of the conditions thereof, provided, that the Contractor shall not be responsible for the cost of repairs or renewals required due to ordinary wear and tear as a result of such use or damage due to the District's negligence or misuse of the Project.

GC-44 WAGES PAID BY CONTRACTOR

The Contractor and its Subcontractors 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, and shall pay and provide wages and benefits to their employees employed in the performance of any Small Works Project which are not less than those fixed by the Washington Department of Labor and Industries for work of like character. It shall be the responsibility of the Contractor to ensure that the appropriate classification of work and prevailing wage rate is paid for the county in which the Work is performed. The State of Washington prevailing wage rates applicable for this Project will be the County in which the Small Works Project is performed. The prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The applicable Effective Date for prevailing wages for a Small Works Project will be the bid submittal deadline date for the individual Small Works Project. In the event a Project is not awarded within six (6) months of the bid submittal deadline date, then the Effective Date on the Notice of Award for that Small Works Project shall be used for determining the prevailing wage rate applicable to the Project.

A copy of the applicable prevailing wage rates will be provided upon request to the Procurement and Contract Services Department of the District. Questions regarding Prevailing Wage should be directed to the Prevailing Wage section of the Department of Labor & Industries, ESAC Division, P. O. Box 44540, Olympia, Washington 98504-4540 by calling (360) 902-5335 or on their web site at



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<http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. It is the Contractor's responsibility to ensure with the Washington Department of Labor and Industries prior to bid opening that the most current version of the prevailing wage rates are utilized in the preparation of its Bid Proposal. The District does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules. The rates listed are minimum only, below which the Contractor cannot pay. The Contractor may be required to furnish to the District at any time acceptable evidence of wage rates and amounts paid by it or its Subcontractors.

For all electrical line or substation maintenance and for all electrical line or substation construction Work under this Contract (including pole testing and tree trimming), the current prevailing wage rates for such Work shall be the current and prevailing wage rates, employee benefits and working conditions expressed through collective bargaining for the I.B.E.W., Local 77 construction membership. The Contractor may determine the wages in effect at the time this Contract is bid by contacting the International Brotherhood of Electrical Workers, Local Union No. 77, 2626 West Clearwater Avenue, Kennewick, Washington 99336 (509-783-4136).

Any dispute between the Contractor or any of its Subcontractors and the District over the appropriate wage rate under this provision or RCW Chapter 39.12 shall be subject to arbitration pursuant to RCW 39.12.060.

GC-45 TIME AND MANNER OF PAYMENT TO CONTRACTOR

IMPORTANT! No payment will be made to the Contractor until the Contractor 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 performed pursuant to these Contract Documents shall not be issued by the District until all requirements of RCW Chapter 39.12 have been satisfied.

In the event any dispute arises between the District, the Contractor, a Subcontractor, and any laborer, worker or mechanic, or any of them, as to what are the prevailing wage rates for work of a similar nature, which dispute cannot be settled by the parties in interest, including labor and management representatives, the matter shall be referred to the Director of the Department of Labor and Industries, whose decision shall be final, conclusive and binding on all parties involved in the dispute.

Unless otherwise specified, once per month the Contractor may submit to the District, for Engineer approval, a detailed Contractor's Application and Certificate for Payment along with the Contractor's invoice for the value of the Work completed during the previous month. Within thirty (30) days after receipt of a properly completed invoice or receipt of goods or services, whichever is later, the amounts so determined, less previous payments, and less such sums as the District may be entitled to retain under the provisions of the Contract, shall be paid to the Contractor (see General Conditions,



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Payments Withheld [Retainage]). All Application and Certificate for Payment forms and invoices shall be sent to the attention of the District's Accounts Payable Department and may be sent via email to: APDept@chelanpud.org.

If requested in writing by the District, the Contractor shall include with each Request for Payment (after the first) a statement under penalty of perjury that all Subcontractors have been paid less earned retainage as their interest appeared in the last payment received, and shall be accompanied by a signed receipt from the Subcontractors that they have received payment for the previous month's work (less earned retention) and a similar statement under penalty of perjury by these Subcontractors stating that all Subcontractors, suppliers, wages, fringe benefits and taxes arising out of such subcontracts have been paid as their interest appeared in the last payment received. No Request for Payment will be processed unless accompanied by both the statements and receipts requested.

Materials and equipment that are installed in place will be considered in determining the value of Work completed. Payment may be made, at the District's sole discretion, on the Contractor's receipted purchase invoice amount (i.e., Contractor's actual cost) of materials satisfactorily stored and on-hand.

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

The Engineer may withhold approval of payment to such extent as may be necessary to protect the District from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- A reasonable doubt exists that the Work can be completed for the outstanding balance of the Contract Price.
- Damage to another contractor.
- All security badges and/or keys have not been returned to the District.
- Failure of the Contractor to keep its Work progressing in accordance with its Work schedule.
- Failure of the Contractor to provide all drawings, manuals and other information required by the Contract.

Nothing in this paragraph or General Conditions, Acceptance and Final Payment, shall make any laborers, materialmen, suppliers or Subcontractors third party beneficiaries of



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this Contract or obligate the District to withhold any funds except in the District's sole discretion. Pursuant to RCW 39.76, when all or a part of a payment is going to be withheld for unsatisfactory performance or if the payment request does not comply with the requirements of the Contract, the District shall notify the Contractor in writing within eight (8) working days after receipt of the payment request stating specifically why part or all of the payment is being withheld and what remedial action must be taken by the Contractor to receive the withheld amounts. When the above grounds are removed, payment shall be made within thirty (30) days for any amount withheld because of them.

IMPORTANT! No payment will be made to the Contractor for any Work performed under this Contract until a properly completed Insurance Certificate and/or the Performance and Payment Bond is received by the District. See General Conditions, Insurance, and Instructions to Bidders, Performance and Payment Bond.

Payments made to the Contractor shall not constitute acceptance by the District of Work that is defective or deficient, in whole or in part, regardless of whether the defect or deficiency is patent or latent or known or unknown, and such payments shall not constitute a waiver by the District of any rights or remedies it may otherwise have under these Contract Documents or otherwise.

GC-46 PAYMENTS BY CONTRACTOR

The Contractor shall pay: (a) for all transportation and utility services not later than the 30th day of the calendar month following that in which services are rendered; (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 30th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of its Subcontractors, not later than the 10th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the Work performed by its Subcontractors to the extent of each Subcontractor's legitimate interest therein. The Contractor shall require, by an appropriate agreement with each Subcontractor, each Subcontractor to make payments to its suppliers and Subcontractors in a similar manner.

In the event a payment to a supplier or Subcontractor is disputed, the Contractor shall notify the District of such dispute.

GC-47 DETERMINATION OF QUANTITIES FOR PAYMENT

The quantity of Work to be paid for any item for which a Unit Price is fixed in the Contract shall be the number of units of Work satisfactorily completed in accordance with the Contract Documents, as determined by the Engineer. The quantity of Work to



be paid for any item for which a lump sum price is fixed in the Contract shall be based on the percentage of Work satisfactorily completed in accordance with the Contract Documents, as determined by the Engineer. No payment will be made for Work done outside of the prescribed or ordered limits. Measurements and computations will be made by such methods as the Engineer may consider appropriate for the class of Work measured.

GC-48 PAYMENT FOR UNCORRECTED WORK

If, in the opinion of the Engineer, it is inexpedient, impractical, or otherwise not in the best interest of the District to correct Work which has been damaged, which is faulty, or which has not been furnished in accordance with the Contract, an equitable reduction in the Contract Price shall be made therefor. The District shall have the discretion to set a reasonable reduction in the Contract Price, taking into account the cost of repairing or replacing the nonconforming Work, the diminution in value of the Work if not required or replaced, or other means of calculating such reduction.

GC-49 PAYMENTS WITHHELD (RETAINAGE)

Pursuant to RCW 60.28 the District may be required to withhold an amount of 5% of all monies earned by the Contractor under this Contract as a trust fund for the protection and payment of any person who shall supply labor or materials for the carrying on of the Work and for any state taxes due under RCW Title 82.

The District shall have the right to withhold from payment to the Contractor and retain such an amount or amounts, in addition to the reserved percentage hereinabove described, as may be necessary to pay just claims for labor, materials, and services rendered in and about the Work. The District shall have the further right, acting as agent of the Contractor, to apply such retained amounts to the payment of such just claims. Nothing in this paragraph shall make any laborer, materialman, supplier, or Subcontractor third party beneficiaries under this Contract nor obligate the District to withhold any such funds.

At the Contractor's option, the monies reserved as retainage shall be held by the District, or deposited in an interest bearing account at a bank, or placed in escrow at a bank or trust company, all as more fully provided in RCW 60.28.

Pursuant to RCW 60.28, the Contractor may submit a bond in lieu of retainage that the District would otherwise keep under the terms of this Contract and pursuant to applicable law. If Contractor submits such a bond, the Contractor must, upon request of any Subcontractor, accept retainage bond from the Subcontractor in lieu of retainage Contractor would have withheld from Subcontractor.



Pursuant to RCW 60.28, at any time prior to final formal acceptance of the project, a Subcontractor may request the Contractor submit a bond to the District for the portion of the Contractor's retainage pertaining to the Subcontractor in a form acceptable to the District, and Contractor must submit such bond within 30 days of the Subcontractors request.

In the event the Contractor fails at any time to pay persons protected under RCW 60.28 or the District has reason to believe that the District or other obligee under the bond has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by the Contractor such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the District's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to the terms of the bond.

GC-50 ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the Work in accordance with the terms of the Contract Documents, the Contractor shall submit to the Engineer the Certificate and Release statement concerning claims in the form provided in Exhibits of these Contract Documents and such other completed documents as may be required for the release of monies held.

The Certificate and Release shall be prepared on the basis of the Contract, including all authorized Field Work Order/Change Orders, inclusive of claims of the Contractor which have not been accepted by an executed Field Work Order/Change Order. The Certificate and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated in the Certificate and Release.

The Certificate and Release shall warrant that the Contractor has fully completed the Work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract and certifies that all contractual conditions have been satisfied. Such Certificate and Release shall also state the amount and nature of all present and all future claims that the Contractor may have against the District relative to this Contract.

After receipt of a properly completed Certificate and Release, the Engineer will, within a reasonable time, make a recommendation to the District relative to acceptance of the Work. Such a recommendation shall not constitute a recommendation of acceptance of Work not furnished in accordance with the terms of the Contract.



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Upon receipt of the Certificate and Release, and other documents necessary for the release of monies held and the Engineer's recommendation relative to acceptance of Work, the District will, within a reasonable time, take action on the Certificate and Release. Such action shall be subject to the conditions of the Performance and Payment Bond, legal rights of the District, required warranties, and correction of faulty Work after final payment. The District shall have the right to retain from any payment then due the Contractor, so long as any bills or claims against the Contractor remain unsettled and outstanding, a sum sufficient, in the opinion of the District, to provide for the payment of the same. It is also understood and agreed that, in case of any breach by the Contractor of the provisions hereof, the District may retain from any payment or payments which may become due hereunder, a sum sufficient, in the opinion of the

District, to compensate for all damages occasioned by such breach, including such damages arising out of any delay on the part of the Contractor.

After the expiration of forty-five (45) days from the Completion of all Contract Work and after the District has received certificates from the Department of Revenue, Labor and Industries, and Employment Security Department and the District is satisfied that the taxes certified as due or to become due by the Department of Revenue, Labor and Industries, and Employment Security Department are discharged, and the claims of materialmen and laborers who have filed their claims, together with a sum sufficient to defray the cost of foreclosing the liens of such claims, and to pay attorneys fees, have been paid, the District may withhold from the remaining retained amounts for claims the District may have against the Contractor and shall pay the balance, if any, to the Contractor the fund retained by it or release to the Contractor the securities and bonds held in escrow.

If such taxes have not been discharged or the claims, expenses and fees have not been paid, the District shall either retain in its fund or in an interest bearing account, or retain in escrow, at the option of the Contractor, an amount equal to such unpaid taxes and unpaid claims together with a sum sufficient to defray the costs and attorneys fees incurred in foreclosing the lien of such claims, and shall pay, or release from escrow, the remainder to the Contractor.

In any event, the District will, within sixty (60) days after Completion of all Contract Work, release and pay in full to the Contractor the amounts retained or withhold from such retained funds a sum sufficient to pay the unpaid taxes, unpaid claims, attorneys fees and costs and claims the District may have against the Contractor as enumerated above and release the remainder, if any, to the Contractor.

If any liens or taxes remain unsatisfied after final payment is made, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens or taxes, including all costs and reasonable attorneys fees.



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The Contractor shall be responsible for payment to the District of all direct and indirect costs associated with the handling of taxes and liens and notices of intent to file liens. Such costs shall include, but not be limited to, administration, clerical, accounting and legal costs.

Any action taken by the District pursuant to this section shall not release or relieve Contractor and/or Contractor's successors, assigns, and agents from any past, present or future obligations, warranty, or duties under the Contract or pursuant to state, federal, or local law.

GC-51 CONTRACT COMPLETION

The Contract will be complete when all Work has been finished, the final inspection made by the Engineer and final acceptance of the Work has been adopted by District resolution. Issuance of any statement or submission of any form by the District relating to Project Completion to any government agency for the purpose of such agency's administrative functions shall not affect or modify the foregoing requirements for determination of Contract Completion as between the District and the Contractor.

GC-52 TAXES

The Contractor shall be liable for all federal, state and local taxes payable in connection with or arising from the Work. The cost of any and all such taxes shall be included in the Contract Price (except for Washington State sales taxes, an amount equal to which the District will pay to the Contractor in addition to the Contract Price in accordance with the procedures established in these Contract Documents). It is the responsibility of the Contractor to determine, in conjunction with the appropriate federal, state or local authorities, the nature and amount of any taxes payable as a result of the Work.

GC-53 DISTRICT OPERATIONS AND CONSTRUCTION

The Contractor shall schedule all Work so as not to interfere with the operations of the District. Where such interference is essential to prosecution of the Contract, special arrangements shall be made and the written consent of the Engineer shall be obtained prior to commencing the Work.

The District reserves the right to engage in activities in connection with the Work which are not included in the Contract, either by the District's employees or agents or by the use of other contractors or agencies and the employees or agents of the same.



GC-54 MODIFICATION OF WORK SCHEDULE

Whenever in the District's opinion it is necessary to do so in order to ensure the safe and proper Completion of the Contract, the District may determine the order of precedence and the time at which any portion or portions of the Work shall be commenced and carried on.

The District may modify the Work schedule when the Work is carried on in locations where the District is doing other work either by other contract or by its own employees or agents, in order that conflict may be avoided and so that the Work under this Contract will be harmonized with the work furnished under other contracts or being done in connection with the operations of the District. Nothing herein contained shall relieve the Contractor of any of its obligations or liabilities under the Contract.

GC-55 CONTRACTOR'S SUPERINTENDENCE AND LABOR

The Contractor shall give efficient Superintendence to the Work, using its best skill and attention. During the progress of the Work, the Contractor shall have in constant attendance at the Project site a competent superintendent and necessary assistants, all subject to the District's approval. The superintendent shall not be changed, except with the consent of the District, unless the superintendent ceases to be in the Contractor's employment. The superintendent shall represent the Contractor and all directions given to the superintendent shall be as binding as if given to the Contractor. Important directions shall be subsequently confirmed in writing upon written request. Contractor agrees that the superintendent shall have authority to execute any agreements on Contractor's behalf.

Any superintendent or crew member who: repeatedly fails to follow the District's Engineer's written or oral orders, directions, instructions, or determinations; acts unprofessionally, negligently or carelessly; and/or fails to comply with District policies, shall be subject to removal from the project. Upon the written request of the District, the Contractor shall immediately remove such superintendent or crew member and name a replacement in writing.

GC-56 LANDS PROVIDED BY DISTRICT

Unless otherwise provided in Specific Requirements or elsewhere in these Contract Documents, the District will provide the lands upon which the Work under this Contract is to be furnished, together with the right of access to such lands. The Contractor shall confine all equipment, storage of materials, and operations to such limits as may be directed by the District, and shall not unreasonably place materials on the premises.



GC-57 FACILITIES PROVIDED BY CONTRACTOR

The Contractor shall provide at its own expense and with no liability to the District any electrical and water facilities, unless otherwise specified in Specifications, and additional land and access thereto not shown on the Contract Drawings or described in the Specifications that may be required for temporary facilities or storage of materials. The Contractor shall confine its equipment, storage of materials and operation of its workers to those areas described in the Contract Drawings and Specifications and such additional areas as it may provide at its own expense. The District and/or Architect/Project Engineer will not assume any responsibility for the security or protection of any materials and equipment stored on the site or elsewhere by the Contractor.

GC-58 SURVEYS

The District will furnish the surveys necessary to establish certain bench marks, base lines and property boundaries specifically noted on the Contract Drawings and such surveys as may be specifically described in the Specific Requirements or Specifications.

All bench marks, base lines, property boundaries and other reference and construction points, as originally established by the District, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the District the reasonable cost of re-establishing them if they are disturbed.

The Contractor shall retain a licensed surveyor to lay out its work from established points and lines indicated on the Contract Drawings, shall furnish any required engineering for the layout from such points, and shall be responsible for the execution of the Work to such lines and grades. Contractor shall maintain and preserve said reference points and other selected layout points and lines until their removal is authorized. If destroyed prior to authorized removal, they will be accurately replaced by the Contractor at no expense to the District.

GC-59 PROTECTION OF PROPERTY

The Contractor shall continuously maintain adequate protection of all its Work, the District's property, and adjacent public and private property from damage, injury, or loss arising in connection with the Work. The Contractor shall report immediately, in writing, to the Engineer all pertinent facts relating to any property damage, bodily injury or personal injury. A written report detailing the ultimate disposition of the claim for injury or damage may be required by the Engineer. The Contractor shall remedy any damage, injury or loss and immediate response must be taken to rectify the damage. If the Contractor does not rectify the damage to the District's satisfaction and level of service, the District shall make any repairs necessary at the Contractor's expense.



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The Contractor shall not enter upon public or private property for any purpose without obtaining permission from the proper public authority or private property owner.

Wherever Work under the Contract is undertaken on easements or rights-of-way over private property, or public right-of-way or franchise, all operations shall be confined to the limits of such easement, right-of-way, or franchise.

The Contractor shall protect and maintain all underground or above ground utilities and structures affected by the Work and all fences, and other improvements on property crossed by or adjacent to its operations, and any damage shall be repaired and restored by the Contractor at its expense in a Satisfactory manner. The Contractor will be held responsible for all damages caused by its Work to roads, trails, docks, ditches, walls, bridges, culverts, utilities, barricades, lights or other property, whether such damage be at the Project site, or caused from transporting or hauling to or from the site, and it shall repair or replace at its own expense all such damage in a Satisfactory manner, as determined by the District. Immediate response must be taken to rectify the damage. If the Contractor does not rectify the damage to the District's satisfaction, and level of service, the District shall make any repairs necessary at the Contractor's expense. The Contractor shall be responsible for replacing damaged services to the District's customers at the Contractor's expense. The Contractor shall also be required to provide items, at its expense, such as potable water, portable generators, portable sanitation units, mail delivery, sanitation service, or any other necessities required or otherwise specified to carry out the Work.

The Contractor shall use all necessary precautions to avoid the destruction of surveying markers, including but not limited to, section corners, witness trees, property corners, mining claim markers, bench marks, triangulation stations, etc. If Contractor determines that it needs to disturb an existing survey monument, Contractor shall follow the permitting process defined in WAC 332.120 for temporary removal or destruction of the survey monument. If any such markers must be destroyed, the Contractor shall first notify the agency responsible for the marker as well as the Engineer. All costs of replacing markers will be borne by the Contractor.

The Contractor shall construct and maintain at its own expense such temporary barricades, fences, gates and other facilities as shall be necessary for preservation of crops, confinement of livestock and protection of persons and property. Before cutting a fence, the Contractor shall take necessary precautions to prevent the straying of livestock and shall prevent the loss of tension in or damage to adjacent portions of the fence. The Contractor shall immediately replace at its own expense all fences and gates that are cut, removed, damaged, or destroyed in the course of performance of the Work with new materials to the original standard, with the exception that undamaged gates may be reused. Makeshift repairs to fences and gates will not be acceptable.



GC-60 SAFETY REQUIREMENTS

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the Work. In the event that the Engineer or other District representatives are present for any purpose pursuant to this Contract, the Engineer and/or District representatives are not responsible for insuring adequate safety precautions and requirements are being followed by the Contractor, its agents, employees and Subcontractors.

The Contractor shall conduct the Work with due regard to adequate safety requirements and shall maintain its facilities and equipment in safe conditions. Contractor shall at its own cost and expense protect its employees, the District's employees and all other persons from risk of death, injury or bodily harm arising from or in any way connected with the Work under this Contract and any changes thereto. The Contractor shall conform to all current safety practices and shall strictly comply with all applicable federal, Washington State and local regulations regarding safety, including but not limited to, Occupational Safety and Health Act (OSHA), and Washington Industrial Safety and Health Act (WISHA), and all other regulatory agencies having jurisdiction. Contractor warrants that all equipment has been inspected and certified for its intended use in connection with the Work. Contractor shall ensure that all crew members have current licenses or certifications when necessary and applicable to the Work. Reports of all accidents shall promptly be submitted to the Engineer in writing, giving such data as may be required or requested.

The Contractor shall provide, erect, and maintain all necessary guards, barricades, temporary fences, suitable and sufficient warning lights, danger signals and signs, illumination, and shall take all necessary precautions for the protection of the Work and the safety of the public.

The Contractor shall meet all fire regulations and restrictions of each of the agencies having jurisdiction over any part of its operation.

If trench excavation in excess of four (4) feet is required for the completion of the Project described in the Contract Documents, then the Contractor shall be required to furnish the necessary safety systems to meet the applicable RCW and WAC at no additional cost to the District.

If Work under this Contract will take place in a Permit Required Confined Space pursuant to WAC 296-809, as now exists or as may be hereafter amended, the following shall be required:

- Contractor must provide a copy of the written permit required confined space program adopted by Contractor and verify that it is consistent with WAC 296-809-300. Such program must include but is not limited to provision, maintenance, and adequate training of employees for use of required equipment specified in



SMALL WORKS ROSTER CONTRACT DOCUMENTS

WAC 296-809-400, implementation of a permit system required for entry.

- Contractor must certify that employee training required by WAC 296-809-400 has been accomplished. This certification must:
 - Contain each employee's name, the signatures or initials of the trainers, and the dates of training.
 - Contain a statement that the Contractor has made the certification available for inspection by the Contractor's employees and their authorized representatives.
- Contractor must designate rescue and emergency services upon which it will rely under WAC 296-809-50014. The Contractor shall provide a certification from the designated entity in a form similar to the following:

(Entity name) hereby declares its employees or representatives have been trained in rescue and emergency services necessary for permitted confined spaces as defined by WAC 296-809-400 and such rescue and emergency services will be made available to the Contractor during construction of (project name).

During construction, Contractor will coordinate entry operations with District personnel as required by WAC 296-809-500.

Upon completion of the work in the permitted confined space, Contractor will advise the District of any hazards confronted or created in the permitted confined space.

In addition to all other pre-qualifications and requirements, all Contractor personnel working in District substations or switchyards are required to watch a one (1) hour video at the District headquarters building that provides information about work practices and notifications required by the District when working inside these facilities. In addition, site-specific orientation of up to one (1) hour will be given to Contractor personnel at the jobsite prior to the start of any Work.

GC-61 DUST AND SMOKE CONTROL

The Contractor shall constantly maintain the entire Work area free from dust and smoke which would cause a hazard or nuisance to nearby streets, orchards, crops, residences, businesses, or the operations of others performing work in the area, by sprinkling and other approved methods as required.

The Contractor is cautioned that dust can be a severe problem in the locality of the Work. No separate payment will be made for dust and smoke control, which the Contractor is required to provide. All costs involved in dust and smoke control shall be included in the Contract Price.



In the event that the Contractor does not adequately control dust, the District reserves the right to contract separately for additional dust control, deduct the cost involved from the Contract Price and adjust periodic payments as may be required to properly account for those costs. Further, the District will not be responsible for any damage to the Work under the Contract resulting from separate dust control operations made necessary by the Contractor's failure to provide adequate dust control.

Contractor shall adhere to requirements of WAC 296-841 Airborne Contaminants.

GC-62 CLEANUP

At the time of suspension for an extended period of all or any portion of the Work, at termination of the Work for any reason, or at Completion but before final acceptance by the District, the Contractor at its own expense shall remove from the District's property and from all public and private property all of its equipment, unused materials that the District has made no payment for, temporary structures, rubbish, chemicals and waste materials resulting from its operations and leave the Project area in a neat and orderly fashion Satisfactory to the District. The Contractor shall at all times during the progress of the Work maintain the area in as neat and orderly a condition as operations will permit. In the event the Contractor fails to do so, the District may remove and store such equipment and unused materials and dispose of rubbish, chemicals and waste at the expense of the Contractor. The cost of such removal, storage, and disposal may, at the District's discretion, be deducted from any payment due the Contractor and from the Contract Price.

GC-63 SANITARY PROVISIONS

The Contractor shall furnish temporary toilet facilities of a type and number satisfactory to the government authorities having jurisdiction for all workers and inspectors employed on the Project. Such temporary toilet facilities shall be subject to the approval of the District as to location. The Contractor shall maintain the same in a sanitary condition from the beginning of the Work until Completion and shall then remove the temporary toilet facilities and disinfect the premises.

GC-64 SECURITY

Contractor and its employees, and any Subcontractor and its employees who may have access to District information and/or documents that are considered sensitive or confidential under the Federal Energy Regulatory Commission's (FERC) Critical Energy Infrastructure Information (CEII) regulations shall treat such information as confidential and follow control, distribution and destruction guidelines as set forth by the District in the Non-Disclosure Agreement or as otherwise directed by the District.



SMALL WORKS ROSTER CONTRACT DOCUMENTS

Contractor, Contractor employees, and each Subcontractor employee shall understand and comply with District Security's Badge Policy and Key Policy, and procedures as may be amended.

The District Security Department's Badge Program requires that all Contractors and Subcontractors working on District facilities carry a current, photo identification on their person. Depending on Contractor's or Subcontractor's duration of Work and location of work within District, District may require a District "access" identification badge or a District "day use" badge and/or District keys to be issued Contractor.

Before start of work, Contractor shall contact the Project Manager (District Sponsor) to schedule an appointment with District Security to determine the need for and/or the procedures for issuing District "access" or "day use" badges and/or District keys. If "access" badges and/or keys are required, Contractor, Contractor's employees and Subcontractor's employees must, prior to their start work date, complete a District Badge Request and/or District Key Request form and, on day of badge and/or key issue, show current photo identification in a form acceptable to the District Security Department.

A copy of District Security's instructions for requesting a badge and/or key issue will be provided by the Project Manager or Security.

Contractor or Subcontractors will immediately report to the Project Manager or Security Division regardless of date or time any loss of or misplacement of badges or keys, or removal of personnel from Contractor's work.

Final payment may not be made until all security badges and/or keys issued to Contractor's employees and Subcontractor's employees have been returned to the Project Manager or Security Division. Contractor acknowledges that if temporary key(s) have been issued, the keys are issued for a limited period of time, that they must not be duplicated, and that keys are valuable items that require safeguarding. If key(s) are not returned within five (5) days of the Completion of Work or upon request by the Engineer (whichever occurs first), Contractor agrees to reimburse the District for associated re-keying expense.

GC-65 DRUG FREE WORKPLACE

The Contractor, Contractor's employees and its Subcontractors shall fully comply with all applicable provisions of 41 U.S.C § 701, the Drug-Free Workplace Act of 1988.

The Contractor and its Subcontractors shall immediately remove any employee from further work if it is determined that the person is not fit for duty for any reason including the employee's use of alcohol, controlled substances or legend drugs, as defined in the District's Fitness for Duty Policy and Guidelines, a copy of which is available from the



District upon request.

The failure of the Contractor or any Subcontractor to comply with this paragraph shall be deemed a default of the Contract as set forth in General Conditions, Termination for Default / Noncompliance.

GC-66 VIOLENCE IN THE WORKPLACE

The carrying or possession of firearms or other weapons is prohibited at all times in District buildings or on District property, including District parking lots and in vehicles. The carrying or possession of firearms or other weapons is prohibited on any other District location while performing duties for the District under this Contract.

The Contractor and its Subcontractors shall immediately remove any employee from further work if it is determined that the person is carrying or in possession of firearms or other weapons, as defined in the District's Violence in the Workplace Policy, a copy of which is available from the District upon request.

The failure of any Contractor or its Subcontractors to comply with this paragraph shall be deemed a default of the Contract as set forth in General Conditions, Termination for Default/Non-compliance.

GC-67 SAFETY DATA SHEETS

Unless otherwise specified in Specific Requirements, prior to District issuance of Notice to Proceed the Contractor shall provide to the District's Procurement and Contract Services Department an Inventory List of Hazardous Chemicals, and Safety Data

Sheets (SDS) for all hazardous products to be used on District property as a part of this Contract. The SDS shall, at a minimum, meet the following criteria:

- Be complete, legible and in the English language.
- Be current (no older than five [5] years or, if older than five [5] years, Contractor shall provide documentation from product manufacturer stating that the product is unchanged and the SDS is accurate).

The Contractor shall provide to the Project Engineer additional SDS for any products not initially listed on the Inventory List of Hazardous Chemicals that are used on District property. Contractor shall request from the Project Engineer any SDS for products furnished by the District.

The District reserves the right to disallow the use of any product or limit product application methods it deems to pose an unacceptable risk to District personnel or the environment.



SMALL WORKS ROSTER CONTRACT DOCUMENTS

The District reserves the right to determine the acceptability of the SDS submitted by Contractor. Failure of the Contractor to submit the required SDS as stated above may result in a Stop Work Directive or withholding of progress payments until the deficiency(ies) is corrected.

Any hazardous waste generated by the Contractor must be properly disposed of by the Contractor or any Subcontractor. Products requiring SDS sheets that are not completely used by the Contractor shall be removed from District property by the Contractor at the completion of the Work, at Contractor's expense, unless specifically requested otherwise by the Engineer.

GC-68 CULTURAL RESOURCES

During performance of the Work by Contractor, in the event cultural resources are encountered on the Project Site, Contractor shall immediately stop all work at the Site and notify the District's Project Manager. Cultural resources are described as artifacts, burial sites, or other historical items. The Project Manager will notify the District's Cultural Resource Coordinator for further instructions and Contractor shall subsequently be given direction by the Project Manager. Any delay claims by Contractor as a result of any stop work due to encountering cultural resources shall be submitted in accordance with Contractor's Claims herein.

GC-69 CONFLICT AND PRECEDENCE

The Contract Documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event there are any conflicting



SMALL WORKS ROSTER CONTRACT DOCUMENTS

provisions or requirements in the component parts of the Contract, the Contract Documents shall take precedence in the following order:

- Field Work Order/Change Orders
- Small Works Notice of Award
- Small Works Master Contract
- Notice to Proceed
- Addenda
- Specific Requirements
- General Conditions
- Specifications
- Contract Drawings
- Invitation for Bid Proposals and Instructions to Bidders
- Bid Proposal
- Performance and Payment Bond

The District shall not be bound by and rejects any terms, conditions or provisions submitted after the Effective Date of the Contract unless agreed to in writing by the District.

END OF GENERAL CONDITIONS



SPECIFIC REQUIREMENTS

Will be provided for a specific Small Works Project at the time of solicitation.

SR-1 BIDDERS DATA

Will be provided by the District for the individual project.

SR-2 SCOPE OF WORK / WORK TO BE PERFORMED BY CONTRACTOR

The Contractor shall furnish all labor, tools, equipment, supervision and specific materials to perform the Work outlined below, as shown on the Contract Drawings, and as specified in the Contract Documents for the _____ (located at

insert address, WA, or in _____ County, WA.)

Outline (to match Bid Form if used)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

SR-3 COMPLETION SCHEDULE/CONTRACT TIME

The Contractor shall commence Work under this Contract immediately after all of the following: 1) execution of Notice of Award; 2) providing required Performance and Payment Bond; 3) providing required insurance certificates; 4) attending required post award conference, if any; 5) receipt of Notice to Proceed, if any, from the District.

The Contractor shall complete such Work in a diligent and workmanlike manner. Work is requested (or required) to be completed by _____ (or within _____

calendar/business days after Notice of Award or Notice to Proceed is issued by the District.)

The District considers the Contract Time sufficient to complete all Work. The Contractor agrees to complete the Work to the reasonable satisfaction of the District, free of all claims, liens and charges, within the Contract Time specified above. The Contractor's schedule for completion shall be based on a five (5) day, eight (8) hour per day work week. The Contractor shall not work after the hours of 5:00 p.m., before 8:00 a.m., or on Saturdays, Sundays or District holidays without the written consent of the Engineer.



SMALL WORKS ROSTER CONTRACT DOCUMENTS

All times and time limits stated in the Contract Documents 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.

SR-4 PREVAILING WAGE RATES

The State of Washington prevailing wage rates applicable for this Project will be Chelan / Douglas / Chelan and Douglas County in which the Small Works Project is performed as of the bid submittal deadline date listed in the Invitation for Bid Proposals or as amended. The prevailing wage rates may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

END OF SPECIFIC REQUIREMENTS



EXHIBITS

EXHIBIT A BID FORM

Use this form when seeking a firm, fixed lump sum bid price, but line item pricing for progress payment purposes, etc. is desired.

To: PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY
327 NORTH WENATCHEE AVENUE
WENATCHEE, WASHINGTON 98801

Having carefully examined the Contract Documents, including Specifications and Contract Drawings entitled **Bid #, Bid Name**, as well as the premises and conditions affecting the Work, the undersigned hereby proposes to furnish all labor and material and to perform all Work on the Project as required by and in strict accordance with the Contract Documents for the price(s) indicated below.

Chelan County PUD No. 1 BID PRICE SCHEDULE					
Item	Description	Unit	Quantity	Unit Price	Total Price
1.				x \$ _____	= \$ _____
2.				x \$ _____	= \$ _____
3.				x \$ _____	= \$ _____
4.				x \$ _____	= \$ _____
5.				x \$ _____	= \$ _____
6.				x \$ _____	= \$ _____
TOTAL LUMP SUM BID PRICE (not to include WSST)					\$ _____

We, the undersigned, agree that the price(s) as quoted in the Bid Price Schedule(s) are all-inclusive and include(s) all labor and material (except as stated in the Contract Documents for items to be furnished by the District), supplies, equipment, special tools, costs, insurance, required bonds, permits, all taxes (exclusive of Washington State sales tax), overhead, temporary construction and temporary facilities, cleanup, profit, and all miscellaneous items for a complete Project as specified.



SMALL WORKS ROSTER CONTRACT DOCUMENTS

We agree that we are satisfied as to the nature and location of the Work, the general and local conditions, and all other matters which can in any way affect the Work, the time required to complete the Work, or the cost thereof under these Contract Documents. Additional compensation shall not be requested because of our failure to be fully informed of the conditions under which the Work shall be performed.

We agree to commence Work on or before a date to be specified in a written Notice to Proceed (or Notice of Award) from the District and to strictly comply with the Contract Time schedule as specified in Specific Requirements, Completion Schedule, of the Contract Documents.

The Work shall be completed in its entirety within
Effective Date of the District's Notice to Proceed.

days from the

We agree to enter into a written Small Works Notice of Award with the District in the form included in the Contract Documents and to furnish the Performance and Payment Bond within ten (10) days of our receipt of the written Notice of Award. We also agree to furnish Insurance Certificates as required by the Contract Documents.

Receipt of Addenda Numbers Acknowledged. ____, ____, ____, ____ for the project is hereby

Included herein are the originals of the executed Bid Form, Unit Price Schedule for Changed Work (if applicable), Noncollusion Declaration of Prime Bidder, List of Subcontractors, and Bidder's Data (if applicable).

The District reserves the right to award the Contract or any part thereof in any combination which is determined to be most favorable to the District based on price, schedule and other considerations.

We agree that this Bid Proposal as submitted will remain in force for **forty-five (45)** days after the official opening of bids.

The undersign Bidder certifies:

1. that we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3), and
2. that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction



SMALL WORKS ROSTER CONTRACT DOCUMENTS

We certify that we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Dated: _____ E-Mail: _____

Place executed: (City) _____ State: _____

Company Name: _____
(Complete, Registered Company Name)

Submitted by: _____
(Name of Bidder – typewritten or printed)

Per: _____
(Signature and Title)

Address: _____

Telephone: _____ Fax: _____

Contractor's License No. (Pursuant to RCW 18.27):

Contractor's State Registration No. (Pursuant to RCW 23.B.15):

Washington State Dept. of L&I Insurance Account No. (Pursuant to RCW 51):

Washington State Employment Security Account No. (Pursuant to RCW 50):

Washington State Unified Business Identifier (UBI) No:

Washington State Excise Tax Registration No. (Pursuant to RCW 82):

The Bidder must state status of Company as: (Check correct box and fill in as appropriate.)

Individual, d/b/a	, or
General Partnership, names of partners	, or
Limited Partnership, names of partners	, or
Limited Liability Partnership, names of partners	, or
Limited Liability Limited Partnership, names of partners	, or
Corporation of the State of	, or
Limited Liability Company of the State of	, or
Joint Venture.	



SMALL WORKS ROSTER
CONTRACT DOCUMENTS

EXHIBIT B BID FORM

Use this form when seeking a bid price comprised of unit prices for which the District will pay based on actual quantities consumed.

TO: PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY
327 NORTH WENATCHEE AVENUE
P.O. BOX 1231
WENATCHEE, WASHINGTON 98807

Having carefully examined the Contract Documents, including Specifications and Contractor's Drawings entitled **Bid #, Bid Name**, as well as the premises and conditions affecting the Work, the undersigned hereby proposes to furnish all labor and material and to perform all Work on the Project as required by and in strict accordance with the Contract Documents for the following prices:

Chelan County PUD No. 1 BID PRICE SCHEDULE					
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1.				x \$ _____	= \$ _____
2.				x \$ _____	= \$ _____
3.				x \$ _____	= \$ _____
4.				x \$ _____	= \$ _____
5.				x \$ _____	= \$ _____
6.				x \$ _____	= \$ _____
TOTAL BID PRICE (not to include WSST)					\$ _____

Note: The quantities indicated above are estimates for evaluation purposes only. The District will pay Contractor based on the actual quantities consumed as part of the Work.

We, the undersigned, agree that the price(s) as quoted in the Bid Form are all-inclusive and include(s) all labor and material (except as stated in the Contract Documents for items to be furnished by the District), supplies, equipment, special tools, costs, insurance, required bonds, permits, all taxes (exclusive of Washington State sales tax), overhead, temporary construction and temporary facilities, cleanup, profit, and all miscellaneous items for a complete Project as specified.



SMALL WORKS ROSTER CONTRACT DOCUMENTS

We agree that we are satisfied as to the nature and location of the Work, the general and local conditions, and all other matters which can in any way affect the Work, the time required to complete the Work, or the cost thereof under these Contract Documents. Additional compensation shall not be requested because of our failure to be fully informed of the conditions under which the Work shall be performed.

We agree to commence Work on or before a date to be specified in a written Notice to Proceed (or Notice of Award) from the District and to strictly comply with the Contract Time schedule as specified in Specific Requirements, Completion Schedule, of these Contract Documents.

The Work shall be completed in its entirety within _____ days from the Effective Date of the District's Notice to Proceed.

We agree to enter into a written Small Works Notice of Award with the District in the form included in the Contract Documents and to furnish the Performance and Payment Bond within ten (10) days of our receipt of the written Notice of Award. We also agree to furnish Insurance Certificates as required by the Contract Documents.

Receipt of Addenda Numbers _____, _____, _____ is hereby acknowledged.

Included herein are the originals of the executed Bid Form, Unit Price Schedule for Changed Work (if applicable), Noncollusion Declaration of Prime Bidder, List of Subcontractors, and Bidder's Data (if applicable).

The District reserves the right to award the Contract or any part thereof in any combination which is determined to be most favorable to the District based on price, schedule and other considerations.

We agree that this Bid Proposal as submitted will remain in force for **forty-five (45)** days after the official opening of bids.

The undersign Bidder certifies:

1. that we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3), and
2. that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction



SMALL WORKS ROSTER
CONTRACT DOCUMENTS

We certify that we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Dated: _____ E-Mail: _____

Company Name: _____
(Complete, Registered Company Name)

Submitted by: _____
(Name of Bidder – typewritten or printed)

Per: _____
(Signature and Title)

Address: _____

Telephone: _____ Fax: _____

Contractor's License No. (Pursuant to RCW 18.27):

Contractor's State Registration No. (Pursuant to RCW 23.B.15):

Washington State Dept. of L&I Insurance Account No. (Pursuant to RCW 51):

Washington State Employment Security Account No. (Pursuant to RCW 50):

Washington State Unified Business Identifier (UBI) No:

Washington State Excise Tax Registration No. (Pursuant to RCW 82):

The Bidder must state status of Company as: (Check correct box and fill in as appropriate.)

Individual, d/b/a	, or
General Partnership, names of partners	, or
Limited Partnership, names of partners	, or
Limited Liability Partnership, names of partners	, or
Limited Liability Limited Partnership, names of partners	, or
Corporation of the State of	, or
Limited Liability Company of the State of	, or
Joint Venture.	



EXHIBIT C UNIT PRICE SCHEDULE FOR CHANGED WORK

As specified in the Contract Documents, the District may order extra Work of the kind bid upon or make changes by altering, adding or deducting from the Work. The cost or credit for the Work shall be determined by the District, as specified in General Conditions, Changes in the Work – Field Work Order/Change Orders. The following Unit Prices are hereby submitted by the Bidder for District approval. Bidder understands that the following Unit Prices shall be applicable for changed or extra Work only, if any, and may be rejected in whole or in part by the District. The following Unit Prices shall remain effective until final acceptance of the Contract by the District.

ITEM (list all items for which the District desires pricing)	AMOUNT
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$

The foregoing Unit Prices shall include all labor, material and equipment costs and all other associated costs, including profit and overhead required to provide the item installed in place and functioning as part of the finished Project.

Submitted By: _____
(Name of Bidder – typewritten or printed)

Per: _____
(Signature)

Title: _____



EXHIBIT D LIST OF SUBCONTRACTORS

Each Bidder shall, in accordance with Instructions to Bidders, Subcontractors, submit as a part of its bid, the names of all Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for the performance of the Work designated on a list to be submitted with the bid. Failure of a Bidder to name such Subcontractors may render a Bidder's bid non-responsive and therefore void.

List hereunder the Work to be performed and the name, address and telephone number of the corresponding Subcontractor who will perform the Work. The District, as part of its evaluation of bids, will review each Subcontractor utilizing the bid evaluation criteria established herein for evaluating the Bidder.

These Bid Documents may list certain specialty types of work in which the District has a particular interest in evaluating the Subcontractor designated by the Bidder. Such a listing will not relieve the Bidder from listing all the Subcontractors.

Name/Address/Telephone/Fax/E-Mail
of Person/Firm Performing Work

Description of Work to be Performed

PRIME CONTRACTOR:

SUBCONTRACTORS:

(Bidder shall attach additional sheets if necessary.)



EXHIBIT E NONCOLLUSION DECLARATION OF PRIME BIDDER

I declare, under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I am the (officer title) _____ of _____, the Bidder who has submitted the attached Bid Proposal;
2. I am fully informed respecting the preparation and contents of the attached Bid Proposal and all pertinent circumstances respecting such bid;
3. I am fully aware that the laws of the State of Washington, Chapter 9.18 RCW, make it a gross misdemeanor for any person for himself or herself or as an agent or officer of any other person, persons, or corporation to in any manner enter into collusion or an understanding with any other person, persons, or corporation to prevent or eliminate full and unrestricted competition upon any public work or improvement;
4. Such bid is genuine and is not a collusive or sham bid;
5. Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest have agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid Proposal has been submitted or to refrain from bidding in connection with such Contract, or have in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price of any other Bidder, or to secure through any advantage against the District or any person interested in the proposed Contract; and
6. The price or prices quoted in the attached Bid Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Submitted By: _____
(Name of Bidder – typewritten or printed)

Per: _____
(Signature)

Title: _____



SMALL WORKS ROSTER
CONTRACT DOCUMENTS

**EXHIBIT F CONTRACTOR'S APPLICATION & CERTIFICATE
FOR PAYMENT**

Contractor Name:		Prepared by:	
Contractor Address:		Date Submitted:	
Contractor Phone:			
Contractor E-mail:			
Project:		Contract No.:	
Owner:	P.U.D. No. 1 of Chelan County	Invoice No.:	
Engineer:			
Original Contract Amount:	\$		
Field Work Order/Change Order No.:		Amount:	\$
Adjusted Contract Amount:	\$		
Detail	Previous Period	This Period	To Date
If more space is needed, an Excel spreadsheet, using the same formatting, may be attached to this form.			
A. TOTALS			
B. Sales Tax on Applicable Items			
C. SUBTOTALS			
D. Less Retainage 5% on Item A			
Less Previous Payments			
NET			
AMOUNT DUE THIS PERIOD			

NOTE:

PLEASE REMEMBER TO SUBMIT A CONTRACTOR'S INVOICE IN ADDITION TO THIS FORM AND SEND ALL TO THE DISTRICT'S ACCOUNTS PAYABLE DEPARTMENT (APDept@chelanpud.org).



SMALL WORKS ROSTER CONTRACT DOCUMENTS

Contractor warrants that:

A. All persons, firms, corporations and other entities furnishing labor, employee benefits, materials, equipment and/or services in connection with the Project, at the request of and for or on behalf of Contractor, have been or will be paid in full through the entire period stated above from funds already received or to be received from this payment. Neither Contractor nor any person, firm, corporation, or other entity who has furnished labor, employee benefits, materials, equipment and/or services to Contractor for the Project has any claim or any right to file a claim or lien against the District or the retainage on the Project, except as follows:

(none, unless otherwise stated).

B. There are no federal, state, or municipal taxes, warrants, levies or other charges, unpaid or delinquent, which constitute an encumbrance, claim or lien against the District or the retainage on the Project. No government agency has a claim nor the right to file a valid claim, warrant, lien, levy or other encumbrance against the District or the retainage on the Project, except as follows:

(none, unless otherwise stated).

C. The undersigned Contractor agrees to indemnify and hold the District harmless from any and all claims or liens which might be filed contrary to the warranties made above and to defend any such claims without any cost, expense or damage to the District.

D. Except as expressly listed in paragraphs A and/or B above, the undersigned Contractor, in consideration for the payment amount shown above, hereby forever releases the District from any and all claims arising under or in connection with the Project during the period covered (with the exception of claims for retainage) and accepts the payment amount stated above as full compensation and consideration (except for retainage) for the work performed upon the Project which is the subject of this payment, including, but not limited to, any and all Field Work Orders/Change Orders, miscellaneous charges, extra work, delays, impacts, etc.

E. This certification is made by the undersigned with a full understanding of the facts set forth herein, and for the purpose of inducing the District to make payment on the assurance that there are no liens, claims, or other encumbrances, except those described above, arising from the labor, materials, services and/or equipment furnished by Contractor, for the Project, which may be asserted in any way against the Project, the District, or the retainage on the Project.

F. The person signing this document, regardless of whether he/she is signing in a representative capacity, specifically represents that he/she has reviewed the relevant records of Contractor, and has personal knowledge that the contents of this application and certificate for payment are complete, accurate and true. The undersigned also represents that he/she has been duly authorized to sign this certificate and to make the representations set forth above on behalf of the Contractor and any entity claiming through the Contractor.

The undersigned Contractor certifies and declares under penalty of perjury under the laws of the State of Washington that the above is complete, accurate and true and that there is due and payable to the Contractor the amount listed after "Amount Due This Estimate."

(Contractor)

By: _____ Date: _____



EXHIBIT G CERTIFICATE AND RELEASE

(Final Payment)

FROM: _____
(Name of Contractor)

TO: PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (District)

REFERENCE BID NO. _____ ENTERED INTO THE _____ DAY OF _____, 20____
BETWEEN THE DISTRICT AND THE CONTRACTOR of _____
(City, State)

FOR THE _____
LOCATED IN CHELAN COUNTY and STATE OF WASHINGTON.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Field Work Order/Change Order(s) the balance of \$ _____.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which the Contractor claims are just, due and owing by the District to the Contractor:

(Itemize claims and amounts due - attach additional pages if necessary.)

(None, unless otherwise stated)

3. The undersigned further certifies that all Work required under this Contract, including Work required under Field Work Order/Change Order(s) numbered _____, has been performed in full compliance with the terms thereof; that all contractual conditions have been satisfied; that there exist no outstanding unpaid taxes owed by the Contractor to the State of Washington as a result of this Contract, and that there are no unpaid claims for materials, unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors have fully conformed with the Contract provisions and state and federal laws and regulations relating to wage rates.

4. Except for the amounts stated under paragraphs 1 and 2 hereof, the undersigned has received from the District full and complete payment of all sums of money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.

5. In consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount(s) listed in paragraph 2 hereof; provided,



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however, that if for any reason the District does not pay in full the amount stated in
CONTRACT DOCUMENT 18



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paragraph 1 hereof, such deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1 hereof, it shall release the District from any and all claims of any nature whatsoever arising out of the Contract or modification thereof and shall execute such further releases or assurances as the District may request.

6. This Certification and Release is in no way intended to, and shall not, operate to release and/or relieve Contractor and/or Contractor's successors, agents, and assigns from any past, present and/or future obligation, warranty or duty under the Contract and/or pursuant to statute and/or federal law.

Contractor represents the following relating to the hours worked by workers on this Project:

Total work hours for journeymen workers for each craft.

CRAFT	HOURS
CRAFT	HOURS
CRAFT	HOURS

Total work hours of apprentice workers for each craft.

CRAFT	HOURS
CRAFT	HOURS
CRAFT	HOURS

IN WITNESS WHEREOF, the undersigned has executed this instrument on behalf of the Contractor this ____ day of _____, 20____, and declares under penalty of

perjury under the laws of the State of Washington that the matters stated herein are true, accurate and complete, and that it is fully authorized to act on behalf of the Contractor in this regard.

Submitted By: _____
(Name of Contractor – typewritten or printed)

Per: _____
(Signature)



Title: SMALL WORKS ROSTER
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THIS FORM MUST BE COMPLETED AND ATTACHED AS PART OF THE CONTRACTOR'S INSURANCE CERTIFICATE.

Specify amount of deductible or self-insured retention applicable to each type of coverage shown on the Insurance Certificate (use an additional page if needed):

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.



Prior to the issuance of the Notice to Proceed (or prior to mobilization), the Contractor shall provide an inventory list and up to date, complete and legible copies of the Safety Data Sheets (SDS) for all hazardous products to be used on District property as a part of this Contract (see GENERAL CONDITIONS, SAFETY DATA SHEETS).

(Contractor shall attach additional sheets if necessary.)



SMALL WORKS ROSTER CONTRACT DOCUMENTS

EXHIBIT J SMALL WORKS NOTICE OF AWARD

Date

SENT VIA EMAIL

Contractor Name

Contractor Address

Contractor City, State, Zip

Re: Small Works Notice of Award - Project Number, Project Name

The District has considered the Bid Proposal submitted by you for the above described Project in response to its Invitation for Bid Proposal for Small Works No. _____ dated _____. Your

proposal is the lowest responsive proposal received by the District. You are hereby notified that the District accepts your proposal and that you are awarded the work described in Small Works Bid No. _____ for the amount of \$_____. contingent upon the execution (below) of the Notice of Award.

Please acknowledge receipt and acceptance of this Notice of Award by signing below and returning it by fax to my attention at 509-661-8113. Please also return the original signed fax copy by mail to my attention.

The District will mail a Contract Documents Packet to you for your completion.

- You may consider receipt of the packet as authorization to begin securing the Performance and Payment Bond (form will be enclosed) and Insurance required for this Project. The Performance and Payment Bond shall include Washington State Sales Tax.
- Applicable forms must be filed in accordance with RCW 39.12, Prevailing Wages on Public Works, and other District forms as outlined in the Bid Document.
- As provided in the Contract Documents, you are required to execute the Notice of Award within ten (10) days from the date of delivery of this Notice of Award. Failure to do so will entitle the District to consider all your rights arising out of the District's acceptance of your Bid Proposal as abandoned.
- As provided in the Contract Documents, you are required to furnish the required Performance and Payment Bond and insurance certificate(s) within ten (10) days from the date of delivery of this Notice of Award. Failure to do so shall constitute a breach of agreement of the Small Works Master Contract.
- The Procurement and Contract Services Department is authorized to issue the Notice to Proceed following receipt and approval of all required documents.

If you have questions, please do not hesitate to contact me at 509-661-_____ or via email at _____@chelanpud.org.

Respectfully,

Procurement and Contract Services

The individual executing this Notice of Award warrants he is fully authorized to bind his principal to the terms and conditions of this document.

CONTRACTOR NAME



EXHIBIT K NOTICE TO PROCEED

Date _____

SENT VIA EMAIL

Contractor Name _____

Contractor Address _____

Contractor City, State, Zip _____

Re: Notice to Proceed

Project Number, Project Name _____

You are hereby notified to commence Work on the Project on _____, 20____ (Effective Date), and you are to complete the Work on the Project within _____ consecutive calendar days thereafter. The date of Completion of all Work on the Project is _____, 20____.

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY

By: _____
Name: _____
Title: _____
Contract Specialist

Receipt of the above NOTICE TO PROCEED is hereby acknowledged and accepted: _____

CONTRACTOR NAME

Name: _____ Title: _____

Signature: _____ Date: _____



EXHIBIT L PERFORMANCE AND PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the "Principal"), as Principal, and (hereinafter called the "Surety"), as Surety, are jointly and severally held and bound unto Public Utility District No. 1 of Chelan County, Washington, (hereinafter called "Obligee") in the sum of Dollars (\$_____), together with all sums reflected in Field Work Order/Change Order(s) to this Contract, lawful money of the United States of America for the payment of which we jointly and severally bind ourselves and our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas on the _____ day of _____, 20____, the said Principal herein agreed to provide: _____ under Bid Number _____.

NOW, THEREFORE, if this Principal herein shall faithfully and truly observe, perform and comply with all of the terms, conditions and provisions of the Contract, and shall well and truly and fully do and perform all matters and things undertaken to be performed under the Contract upon the terms thereof, and within the time prescribed therein, and all guarantees and warranties arising thereunder, and shall pay all laborers, mechanics, Subcontractors, materialmen and all persons who shall supply Principal or such Subcontractors with provisions and supplies for the carrying on of such work and shall in all respects faithfully perform said Contract according to law, then this obligation shall be satisfied; otherwise the Bond shall remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said Contract, and no forbearance on the part of the Obligee shall operate to relieve the Surety from liability on this Bond, and consent to make such change, extension, addition or alteration without further notice to or consent of the Surety is hereby given.

This Bond is given in compliance with the laws of the State of Washington as contained in Chapters 39.08 and 54.04, Revised Code of Washington, and all acts amendatory thereto. No right of action shall accrue hereunder to or for the use of any person other than Obligee, except such right of action as is given by the laws of the State of Washington to persons performing labor upon or furnishing materials, or supplying provisions and supplies for the carrying on of such work or the making of such improvements.

The Surety agrees this Performance and Payment Bond shall be governed by the laws of the State of Washington. The Surety submits to the exclusive jurisdiction of the



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courts and agrees to be bound by the laws in the State of Washington, USA. Venue for any action to enforce or interpret this Performance and Payment Bond shall be in Superior Court for Chelan County, Washington.

WITNESS OUR HANDS this _____ day of _____, 20_____.

Address of Local Office and Agent for Surety Company:

Agent Name: _____

Agency Name: _____

Street Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

PRINCIPAL

Printed Name of Principal

Mailing Address

Street Address

Signature of Principal

SURETY

Printed Name of Surety

Mailing Address

Street Address

Signature of Attorney in fact



EXHIBIT M RETAINAGE INVESTMENT

Public Utility District No. 1 of Chelan County

Project No. _____ Contractor _____ Date _____

Pursuant to RCW 60.28.011, you have the option to have the monies reserved as retainage held by the District, or deposited in an interest bearing account at a bank, or placed in escrow at a bank or trust company and invested. Retainage funds shall be deposited with a public depository as approved by the State of Washington, Public Deposit Protection Commission. You may select which public depository should be used by the District. A listing of public depositories may be obtained through the Office of the State Treasurer, P. O. Box 40200, Olympia, WA 98504-0200, telephone (360-902-9000), home page <http://www.tre.wa.gov>. You are requested to complete and return this form as soon as possible. You may submit a bond in lieu of all or any portion of the retainage. The bond must be on the District approved bond form and from a bonding company meeting the standards the District has set, a copy of which standards may be obtained upon request from the District. The District reserves the right to refuse to accept such bond for good cause shown. Such bond shall be subject to all claims and liens and in the same manner and priority as applies to retained percentages.

Should you desire to have the retained monies placed in escrow and invested, please provide to the District's Accounts Payable Supervisor, P.O. Box 1231, Wenatchee, WA, 98807, the necessary forms for the completion of an escrow agreement with a bank or trust company and the District.

CONTRACTOR'S OPTION

- ☐ I request that the retainage be held by the District.
- ☐ I request that retainage be deposited by the District in an interest bearing account in a bank, mutual savings bank, or savings and loan association.
- ☐ I request that retainage be placed by the District in escrow with a bank or trust company.

Name of Public Depository for Deposit or Escrow

Address

City, State, Zip Code

Signature

Title



EXHIBIT N BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Public Utility District No. 1 of Chelan County, Washington (hereinafter "District"), and to claimants eligible to file a lien or claim against monies earned by the Principal and retained by the District pursuant to RCW 60.28 (hereinafter the District and all persons permitted by law to make claims against retainage shall be collectively referred to as "Obligees"), in the sum stated below, together with additional sums equal to 5% of all Field Work Order(s)/Change Order(s) to this Contract No. _____, to the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors jointly and severally, firmly by these presents.

The condition of the obligations is such, that whereas, on _____
the Principal and the District entered into a Contract for public improvement for _____

and, whereas, pursuant to RCW 60.28, the District has retained or will retain funds from monies earned or to be earned by the Principal, regardless whether this Bond is submitted before the Principal begins performance under the Contract for public improvement, during said performance or after completion of said performance including additional work or Field Work Orders/Change Orders; and, whereas, the Principal has submitted to the District this bond executed by itself and the Surety, a corporation authorized to issue surety bonds in the State of Washington, in the penal sum of _____ Dollars, lawful money of the United States of America, together with additional sums equal to 5% of all Field Work Order(s)/Change Order(s) to this Contract No. _____, which sums

total 5% of the Contract Price, and the Principal has requested the District, within thirty (30) days of delivery of the bond to the District, to release the monies retained; and the District has consented to permit Principal to file this bond, and within thirty (30) days thereafter to release the money so withheld.

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees may suffer by virtue of release of retainage to Principal, and shall pay any sum which claimants may recover on their claims, together with the cost of suit, attorneys fees and interest to which Obligees may be entitled in such action, then this obligation to be null and void, otherwise to be in full force and effect.

Provided, however, it is expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.
2. The Surety agrees this Bond in Lieu of Retainage shall be governed by the laws of the State of Washington. The Surety submits to the exclusive jurisdiction of the courts and agrees to be bound by the laws in the State of Washington, USA. Venue for any action to



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enforce or interpret this Bond in Lieu of Retainage shall be in Superior Court for Chelan County, Washington.

3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligees herein identified.

4. Principal shall accept like bonds from any Subcontractors or suppliers from which Principal has retained funds. Principal shall then release the funds retained or to be retained from the Subcontractor or supplier within thirty (30) days of accepting the bond from the Subcontractor or supplier.

5. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sums of this bond unless Field Work Order(s)/Change Order(s), changes in quantities of work or materials provided or other amendments to the public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by the 5% as noted above.

6. The Surety acknowledges that increases in Contract Price may occur as identified in the preceding paragraph. The Surety hereby waives any defense of lack of notice of said increases, failure, sufficiency or lack of consideration, lack of consent, or statute of frauds, and the consequent increase in the retainage released to the Principal, against claims by the Obligees, or any of them.

7. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by Principal such amount as it would otherwise be entitled to retain had this bond not been accepted. Notwithstanding the District's resuming such retaining, this bond shall remain in full force and effect to the extent of its penal sum, together with additional sums equal to 5% of all Field Work Order(s)/Change Order(s) to this Contract No. _____ limited to the amount of retainage

released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this bond. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

WITNESS OUR HANDS this _____ day of _____, 20_____.

Address of Local Office and Agent for Surety Company:

Agent Name: _____

Agency Name: _____



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Street Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

PRINCIPAL

Printed Name of Principal

Mailing Address

Street Address

Signature of Principal

SURETY

Printed Name of Surety

Mailing Address

Street Address

Signature of Attorney in Fact



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EXHIBIT O FIELD WORK ORDER/CHANGE ORDER

PROJECT NAME: Insert Project Name
FIELD WORK ORDER/CHANGE ORDER NO.: 1
MAXIMO NO: Insert number PURCHASE CONTRACT NO.: Insert no.
CONTRACT NUMBER: Insert number

TO: Insert Contractor Name
SUBJECT: Insert brief description of change
EFFECTIVE DATE: Insert Effective Date

Contractor is directed to comply with the following changes to Contract No. Insert number.

DESCRIPTION OF WORK

Enter detailed description of change

CONTRACT PRICE ADJUSTMENT

The total Contract Price, exclusive of Washington State sales tax, shall be increased/decreased by \$ enter amount increased/decreased, for a revised Contract Price of \$ enter adjusted total contract amount.

TIME OF COMPLETION

The time for completion of the Work shall be increased by insert # of calendar days/shall be decreased by insert # of calendar days for a revised Contract Completion date of _____.

LEGAL EFFECT

The Contract is hereby modified to include the changes specified herein and this Field Work Order/Change Order is hereby made as a part of the Contract. The Work shall be performed and completed in strict compliance with the Contract Documents. The payments, as specified herein, shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals as required to complete the Work.

The Contract Price adjustment and time extension (if required) in accordance to this Field Work Order/Change Order and pursuant to the Contract, as modified, shall also be in full payment and satisfaction of any rights or claims of the Contractor with respect to additional compensation, schedule adjustments due to specific or overall impacts including acceleration, inefficiencies, and schedule recovery, harm, damages, losses, costs, overhead, profit or expenses of the Contractor (including but not limited to the subcontractors, suppliers, laborers



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and materialmen of any tier) arising out of or due to any change or delay of the Work resulting directly or indirectly from this Field Work Order/Change Order.

This Field Work Order/Change Order will supplement and amend the Contract only insofar as specifically provided herein. All provisions of the Contract will apply hereto and, except as expressly provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the District hereby directs the Contractor to comply with the changes to the Contract as of the Effective Date. If executed by Contactor, the Contractor acknowledges, approves and accepts the terms and conditions of this Contract change as of the Effective Date. The undersigned warrants that he/she has the authority to execute this document and to bind his/her principal in accordance with the Contract Documents.

Field Work Order/Change Order Acknowledged, Approved and Accepted:

CONTRACTOR: Insert Contractor's Name

**PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON**

By: _____
Contractor's Superintendent or other
Authorized Signator

By: _____
Initiator

Date: _____

Date: _____

***A mutually signed agreement is encouraged,
however, the Contractor's signature is not required
for a directive.*

By: _____
Project Manager

Date: _____

By: _____
Department Director*

Date: _____

By: _____
Managing Director*

Date: _____

By: _____
General Manager*

Date: _____

**If necessary, pursuant to Resolution 17-14215*

EXHIBIT P RESERVED

EXHIBIT Q RESERVED

EXHIBIT R RESERVED



EXHIBIT S SPECIFICATIONS

Will be provided by the District for the specific Project.



EXHIBIT T CONTRACT DRAWINGS

Will be provided by the District for the specific Project.

END OF EXHIBITS