Small Works Bid # 19-SW11

Chelan Hatchery Wellfield - Well H Pump & Motor

PUBLIC UTILITY DISTRICT NO. 1

of

PUBLIC UTILITY DISTRICT NO. 1

of

PROCUREMENT AND CONTRACT SERVICES

P.O. Box 1231 (98807)
327B North Wenatchee Avenue
Wenatchee, WA 98801
(509) 661-4479 or (888) 663-8121
Fax (509) 661-8113
http://www.chelanpud.org/cf/PCS_Bids
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EXHIBIT S SPECIFICATIONS
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EXHIBIT V ADDITIONAL INFORMATION
SPECIFIC REQUIREMENTS

Instructions to Bidders in the Small Works Master Contract Documents are revised as follows:

ITB-2 RECEIPT AND OPENING OF BIDS

Add as new 4th sentence: Bids will be opened at 2:30 P.M., Pacific Prevailing Time, March 23, 2020 (Opening Date).

General Conditions in the Small Works Master Contract Documents are revised as follows:

GC-1 DEFINITIONS

Add to definition of Contract Documents

- Additional Information (Exhibit V)

GC-18 WARRANTY

Add:

1. In cases where the equipment manufacturer’s advertised minimum warranty guaranty is in excess of one (1) year, the Contractor shall execute all papers to transfer or pass-through to the District all warranties, indemnities, and remedies offered by the manufacturer.

2. The warranty guaranty will exist between the manufacturer and the District. The Contractor shall provide all documentation necessary to evidence the warranty guaranty.

3. Such warranty guaranty shall remain in force for the manufacturer's warranty's full period.

GC-67 SAFETY DATA SHEETS

Delete:
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.

Insert:

Prior to mobilization to the Project site, the Contractor shall provide to the District’s Project Manager 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.

GC-69 CONFLICT AND PRECEDENCE

Add as new bullet between Invitation for Bid Proposals and Instructions to Bidders and Bid Proposal

- Additional Information (Exhibit V)

SR-1 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 and as specified in the Contract Documents for the Chelan Hatchery Wellfield – Well H Pump and Motor project located at 75 Fish Hatchery Road, Chelan, WA 98816.

Contractor shall supply, install, test, and train on a new Well H pump, motor, 10-inch check valve, and electrical cabling; including reinstallation of monitoring and control devices, steel column assembly, and fittings and appurtenances as required to produce a fully operational and functioning Well H.

SR-2 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; 5) receipt of Notice to Proceed from the District.

The Contractor shall complete such Work in a diligent and workmanlike manner. Work is required to be completed within 60 days after Notice to Award.

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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.

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-3  PREVAILING WAGE RATES

The State of Washington prevailing wage rates applicable for this Project will be Chelan 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

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 # 19-SW11, Chelan Hatchery Wellfield - Well H Pump & Motor, 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>19-SW11 Chelan Hatchery Wellfield – Well H Pump &amp; Motor Project</td>
<td>LS</td>
<td>$________</td>
</tr>
</tbody>
</table>

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.

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 of Award from the District and to strictly comply with the Contract Time schedule as specified.
in Specific Requirements, Completion Schedule/Contract Time, of the Contract Documents.

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 _____, _____, _____, _____, for the project is hereby acknowledged.

Included herein are the originals of the executed Bid Form, Noncollusion Declaration of Prime Bidder, and List of Subcontractors.

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

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).

<table>
<thead>
<tr>
<th>Bidder (full legal name):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>City, State, and Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>
## Bidder Responsibility Criteria

<table>
<thead>
<tr>
<th>Contractor’s License No. (Pursuant to RCW 18.27)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s State Registration No. (Pursuant to RCW 23.B.15)</td>
<td></td>
</tr>
<tr>
<td>Washington State Dept. of L&amp;I Insurance Account No. (Pursuant to RCW 51)</td>
<td></td>
</tr>
<tr>
<td>Washington State Employment Security Account No. (Pursuant to RCW 50)</td>
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<tr>
<td>Washington State Unified Business Identifier (UBI) No.</td>
<td></td>
</tr>
<tr>
<td>Washington State Excise Tax Registration No. (Pursuant to RCW 82)</td>
<td></td>
</tr>
</tbody>
</table>

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.

---

Signature: __________________________

Name (Print): __________________________

Title: __________________________

Date: __________________________

Location or Place Executed (City and State): __________________________
EXHIBIT B
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.

<table>
<thead>
<tr>
<th>Name/Address/Telephone/Fax/E-Mail of Person/Firm Performing Work</th>
<th>Description of Work to be Performed</th>
</tr>
</thead>
</table>

**PRIME CONTRACTOR:**

<table>
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<tr>
<th>Description of Work to be Performed</th>
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</table>

<table>
<thead>
<tr>
<th>Description of Work to be Performed</th>
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</thead>
</table>

**SUBCONTRACTORS:**

<table>
<thead>
<tr>
<th>Description of Work to be Performed</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Work to be Performed</th>
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<tr>
<th>Description of Work to be Performed</th>
</tr>
</thead>
</table>

(Bidder shall attach additional sheets if necessary.)
EXHIBIT C       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.

Contractor Name: ___________________________

Signature: ___________________________

Name (Print): ___________________________

Title: ___________________________
## CONTRACTOR’S APPLICATION & CERTIFICATE FOR PAYMENT

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>[Counterparty Name]</th>
<th>Prepared by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Address:</td>
<td></td>
<td>Date Submitted:</td>
</tr>
<tr>
<td>Contractor Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor E-mail:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project:</td>
<td>[Contract Title]</td>
<td>Contract No.:</td>
</tr>
<tr>
<td>Owner:</td>
<td>Public Utility District No. 1 of Chelan County</td>
<td>Invoice No.</td>
</tr>
<tr>
<td>Engineer:</td>
<td>[Project Manager]</td>
<td></td>
</tr>
<tr>
<td>Original Contract Amount:</td>
<td>$ [Awarded Amount]</td>
<td></td>
</tr>
<tr>
<td>Field Work Order/Change</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Order No.:</td>
<td></td>
<td>Amount: $</td>
</tr>
<tr>
<td>Adjusted Contract Amount:</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Detail</th>
<th>Previous Period</th>
<th>This Period</th>
<th>To Date</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Less Previous Payments</th>
<th>NET</th>
</tr>
</thead>
</table>

### 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).
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:

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:

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."

[Counterparty] (Contractor)
By: ________________________________  Date: __________________________
EXHIBIT E    CERTIFICATE AND RELEASE

(Final Payment)

FROM:    [Counterparty]
TO:      PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (District)

REFERENCE BID NO. [Bid #] ENTERED INTO THE ______ DAY OF ______, 20___
BETWEEN THE DISTRICT AND THE CONTRACTOR of [Counterparty City],
[Counterparty State] FOR THE [Bid Title] 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,
however, that if for any reason the District does not pay in full the amount stated in
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.

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: [Counterparty Name]

Per: _________________________________

(Signature)

Title: _____________________________________
EXHIBIT F  INSURANCE COVERAGE CHECKLIST

THIS FORM MUST BE COMPLETED AND ATTACHED AS PART OF THE CONTRACTOR'S INSURANCE CERTIFICATE.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>This District, its officials, and employees are named on the general liability policy as additional insureds as respects: (a) activities performed for the District by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured. The policy includes Contractual Liability coverage. A copy of the additional insured endorsement(s) is attached to the Certificate of Insurance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cross Liability Clause or Severability of Interests Clause (or equivalent wording in the definition of Insured).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No Third-Party Over Action Exclusions apply to insurance required in the Contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coverage afforded the District, its officials and employees as Insured applies as primary and not excess or contributing to any insurance issued in the name of the District, or any District self-insurance program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occurrence rather than claims-made coverage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer’s liability insurance (or Stop Gap) is in effect and is evidenced on the Certificate of Insurance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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):

<table>
<thead>
<tr>
<th>Variety of Coverage</th>
<th>Deductible Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Agency or Brokerage  Insurance Company
Address  Home Office
Name of Person to be Contacted  Authorized Signature
Telephone Number  Date

**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.
EXHIBIT G  INVENTORY LIST OF HAZARDOUS CHEMICALS

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).

<table>
<thead>
<tr>
<th>LIST OF HAZARDOUS PRODUCTS</th>
<th>SDS ATTACHED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YES</td>
</tr>
</tbody>
</table>

(Contractor shall attach additional sheets if necessary.)
EXHIBIT H NOTICE OF AWARD

[Date of Creation] SENT VIA EMAIL

[Counterparty Name] [Counterparty Address] [Counterparty City, State Zip]

Re: Notice of Award [Bid #], [Bid Name]

The District has considered the Bid Proposal submitted by you for the above described Project in response to its Advertisement for Bid No. [Bid #] 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 Bid No. [Bid #] for the amount of $____.____ contingent upon the execution of a contract by both parties.

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 Contract, to furnish the required Performance and Payment Bond, and to provide insurance certificate(s) 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 and award the Work covered by your Bid Proposal to another, or to re-advertise the Work or otherwise dispose thereof as the District may see fit.
- 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-[CS Phone Extension] or via email at [CS Email]@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.

[Counterparty Name]
Signature ____________________________ Date ____________________________
EXHIBIT I      NOTICE TO PROCEED

[Counterparty Name]
[Counterparty Address]
[Counterparty City, State, Zip]

Re: Notice to Proceed
[Bid #], [Bid 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:

[COUNTERPARTY NAME]

_____________________________  ______________________________
Name:                        Title:

_____________________________  ______________________________
Signature:                   Date:
EXHIBIT J 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:
[Bid Title] under Bid Number [Bid #],

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 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 K RETAINAGE INVESTMENT

Public Utility District No. 1 of Chelan County

Project No.: [Bid #] Contractor: [Counterparty] 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 depositary as approved by the State of Washington, Public Deposit Protection Commission. You may select which public depositary should be used by the District. A listing of public depositaries 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 Depositary for Deposit or Escrow __________________________________________

Address __________________________________________

City, State, Zip Code __________________________________________

Signature __________________________________________

Title __________________________________________
EXHIBIT L  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. [Contract #], 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 [Contract Title] 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. [Contract #], 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 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. [Contract #] 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: _________________________________________
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  FIELD WORK ORDER/CHANGE ORDER

PROJECT NAME: [Contract Title]
FIELD WORK ORDER/CHANGE ORDER NO.: [FWO/CO #]
CONTRACT NUMBER: [Contract #]

TO: [Counterparty Name]
SUBJECT: Insert brief description of change
EFFECTIVE DATE: Insert Date

District and Contractor mutually agree to the following changes to Contract No. [Contract #]. Contractor is Directed to comply with the following changes to Contract No. [Contract #].

DESCRIPTION OF WORK

Enter detailed description of change

CONTRACT PRICE ADJUSTMENT

The total Contract Price of [Current Contract Price], exclusive of Washington State sales tax, shall be [increase/decrease] by $[FWO/CO $], for a revised Contract Price of $[New Contract Price].

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 ______________.

EFFECTIVE DATE

The Effective Date of this FWO/CO [FWO/CO #] is the last date of signature by the District.

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 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 and the Contractor hereby mutually agree to comply with the changes to the Contract as of the Effective Date. Each undersigned warrants that he/she has the authority to execute this document and to bind his/her principal in accordance with the Contract Documents.

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 Contractor, 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:

[COUNTERPARTY NAME]  
PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON

By: ________________________________  
Date: ________________________________

Contractor’s Superintendent or other Authorized Signator

By: ________________________________  
Date: ________________________________

Initiator

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

By: ________________________________  
Date: ________________________________

Project Manager