Small Works Bid # 20-SW02

Rocky Reach Units C2 and C7 Thrust Bearing Shoes Rebabbitting

PUBLIC UTILITY DISTRICT NO. 1

of

P.U.D.

CHelan COunTy

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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Exhibits O, P, Q and R not used
EXHIBIT S SPECIFICATIONS (provided in a separate document)
EXHIBIT T CONTRACT DRAWINGS (provided in a separate document)
SPECIFIC REQUIREMENTS

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

ITB-2 RECEIPT AND OPENING OF BIDS

Add:

Bids will be opened on March 4, 2020 at 2:30 P.M.. Bids will be received by the Procurement and Contract Services Department, Public Utility District No. 1 of Chelan County, Attention: Bruce Porter, 327B N. Wenatchee Avenue, P.O. Box 1231, Wenatchee, WA 98801. Electronic Bid Proposals will be accepted at fax 509-661-8113 if the original Bid Proposal is simultaneously sent by mail.

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

GC-34 INSURANCE

Add:

Property Insurance. The Contractor shall, at its own expense, carry and maintain "All Risk" form of "Builder's Risk", installation floater, or equivalent property insurance insuring the District, Contractor and all Subcontractors from and against all risks of physical loss or damage to the Project (including permanent and temporary buildings and contents), materials, equipment and supplies in an amount not less than $75,000 while in transit to the job site, while there awaiting installation, during installation and all forms of testing, and until Completion and final acceptance by the District of Contractor's Work hereunder. Upon written request by the Contractor to the District, the District may, at its sole discretion, accept Subcontractor's property insurance in substitution for Contractor's property insurance, in whole or in part, to cover the District's, Contractor's, and Subcontractor's interest in the Project. The District's acceptance of Subcontractor's property insurance does not relieve the Contractor from the ultimate responsibility to comply with and maintain insurance coverage in accordance with the provisions of this Property Insurance section. The District shall be named as loss payee as respects this coverage for the Project.

GC-45 TIME AND MANNER OF PAYMENT TO CONTRACTOR

Add:
After completion of the Work and District acceptance of delivery of each of the rebabbitted thrust bearing assemblies to Rocky Reach Dam Riverside Warehouse, 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.

GC-67 SAFETY DATA SHEETS

The Safety Data Sheets shall be provided to the Project Manager prior to delivery of the rebabbitted thrust bearing assemblies to Rocky Reach Dam Riverside Warehouse.

GC-71 HAZARDOUS SUBSTANCES AND ENVIRONMENTAL PROTECTION

Add:

General. The Work under this Contract may necessitate working in an environment where hazardous substances may be present. The Contractor performing the Work shall manage the material appropriately and at all times be fully responsible for continuous compliance with all applicable federal, state, and local regulations and standards for hazardous substances.

Contractor is prohibited from using halogenated solvents/oils, asbestos, dioxins, PCBs, mercury and chlorinated chemicals e.g. tetrachloroethylene, methylene chloride, trichloroethylene, trichlorothane.

Spill Response. Any release (spill) of a chemical or petroleum product to the ground, open waterway, sanitary sewer, storm drain or air, requires quick action on the part of those involved or anyone who notices the release. The District’s Project Manager shall be contacted immediately if there is a spill or if emergency conditions develop as a result of a spill. Promptly reporting and initiating a cleanup of the spill will mitigate further damage and prevent potential fines or penalties. The District’s Project Manager will review the initial response and advise what additional response actions may be necessary. This includes contacting the necessary regulatory authorities, dispatching cleanup crews and fulfilling any reporting requirements.

Contractor shall be fully responsible for all cleanup expenses and any and all fines associated with spills caused by Contractor. No extension or changes in Contract Time shall result from spills caused by Contractor.

SR-1 BIDDER’S DATA

For evaluation purposes, Bidder shall provide with its bid:
1. Documentation that displays that the Bidder has a minimum of fifteen years of experience in and is successfully and regularly engaged in the repair of babbitt bearings of this size and style.

2. References, including contact information, from at least four former or present clients to whom the Bidder has provided services within the last five years similar to that required by these documents.

The District reserves the right to make its own inquiries to verify the listed references and to locate and inquire of additional references as deemed necessary. Timeliness of equipment delivery and satisfactory performance as noted by the Bidder's references will be critical factors in the evaluation of the Bid Proposal. Negative references or a lack of experience performing the work shall be grounds for disqualification and rejection of the bid.

The Bidder shall also provide with its bid for information only:

1. A copy of its quality control manual.

2. A detailed manufacturing schedule for the Inspection and Test Plan that lists all Contract-required inspections and tests (after award of bid, the schedule shall be updated as required and submitted to Project Engineer for review).

**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 re-babbitting and machining of two (2) generator thrust bearing assemblies (16 shoes per assembly) located at Rocky Reach Dam 5000 Highway 97A North, Wenatchee WA. The District will transport the thrust bearing shoes from Rocky Reach Dam Riverside Warehouse to the Contractor’s shop, where Contractor shall clean the bearing shoe/base, perform receiving inspection, remove the existing babbitt, tin, re-pour with new babbitt, rough machine the babbitt surface, ultrasonically inspect the babbitt bond, machine the babbitt to final dimensions, perform the final inspections, and deliver the assembly back to the District.

**SR-3 COMPLETION SCHEDULE/CONTRACT TIME**

Immediately upon District issuance of the Notice of Award, the Contractor shall commence preparing submittals required by the Contract Documents and begin planning labor, supervision, materials, equipment, and logistics to meet the Contract Time. Pickup and transport of the generator thrust bearing assemblies to Contractor by the District under this Contract shall commence immediately after all of the following: 1) execution of Notice of Award; 2) providing required Performance and Payment Bond; 3) providing required insurance certificates; and 4) receipt of Notice to Proceed from the District.
The Contractor shall complete such Work in a diligent and workmanlike manner. Delivery by the District of the thrust bearing assemblies to the Contractor is intended to occur within 10 calendar days after District issuance of Notice to Proceed, Work is required to be completed in its entirety, including delivery of the rebabbitted thrust bearing shoes to Rocky Reach Dam Riverside Warehouse, within 8 weeks (56 calendar days) after Contractor’s receipt of thrust bearing assemblies.

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.

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 the County in Washington State, if applicable, in which the SmallWorks 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](https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx).

**SR-5 CFR 60-1.4 - EQUAL OPPORTUNITY CLAUSE**

The District has determined that it may be subject to the equal opportunity clause of 41 CFR 60-1.4 applicable to government contracts. 41 CFR 60-1.4 requires that government contractors include the following provisions in subcontracts, agreements and purchase orders.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available
to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the Contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor’s non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
(8) Contractor shall, prior to Contract Completion, submit to the District certification of compliance with the provisions of 41 CFR 60-1.4 – Equal Opportunity Clause. Written certification shall be provided by Contractor in substantially the form set forth in Exhibits, Equal Opportunity Certificate of Compliance, and submitted with the Certificate and Release to the District. Failure to submit certification to the District will result in the withholding of final acceptance and the final payment until such deficiency is corrected. The District reserves the right to request Contractor to submit such certification as may be deemed necessary and Contractor shall immediately comply with the District's request.

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 # 20-SW02, Rocky Reach Units C2 and C7 Thrust Bearing
Shoes Rebabbitting, 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>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rocky Reach Units C2 &amp; C7 Thrust Bearing Shoes Rebabbitting – (16 shoes per assembly)</td>
<td>32 EA*</td>
<td>x $________</td>
<td>= $________</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID PRICE (not to include WSST) $________

*Note: The quantities indicated above are the total amount of shoes that may need rebabbitting as determined by the District, not all shoes may need rebabbitting. The District will pay Contractor based on the actual quantities rebabbitted as part of the Work.

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 preparing submittals and project planning upon receipt of the District’s Notice of Award and shall commence Work upon receipt of the thrust bearing assemblies from the District. We agree 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
- Bidder's Data (see SR-1 – must be submitted with bid)
- 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).

Bidder (full legal name):

Street Address:
| **Mailing Address:**     |  
| **City, State, and Zip Code:**     |  
| **Phone:**     |  
| **Email:**     |  

**Bidder Responsibility Criteria**

- 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.

**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>
<tbody>
<tr>
<td><strong>PRIME CONTRACTOR:</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td><strong>SUBCONTRACTORS:</strong></td>
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<tr>
<td>(Bidder shall attach additional sheets if necessary.)</td>
<td></td>
</tr>
</tbody>
</table>
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: __________________________
## EXHIBIT D  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 Order No.:</td>
<td></td>
<td>Amount:</td>
</tr>
<tr>
<td>Adjusted Contract Amount:</td>
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<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
- 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).
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."

[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>The following coverage or conditions are in effect:</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>All Risk form of Builder’s Risk Coverage to the value stated in the Contract.</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>
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</tr>
</tbody>
</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 delivery of the rebabbitted thrust bearing assemblies to Rocky Reach Dam Riverside Warehouse, 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

Date

SENT VIA EMAIL

[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 #], the said Principal herein agreed to provide:

NOW, THEREFORE, if this Principal herein shall faithfully and truly observe, perform and comply with all 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: ______________________________
SMALL WORKS CONTRACT
DOCUMENTS BID NO. 20-SW02

Street Address: ____________________________

______________________________

Mailing Address: ____________________________

______________________________

Telephone Number: ____________________________

______________________________

Fax Number: ____________________________

______________________________

E-mail address: ____________________________

______________________________

PRINCIPAL

Printed Name of Principal ____________________________

Printed Name of Attorney in Fact ____________________________

Mailing Address ____________________________

Mailing Address ____________________________

Street Address ____________________________

Street Address ____________________________

Signature of Principal ____________________________

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: By: By:
Contractor’s Superintendent or other Initiator
Authorized Signator Project Manager
Date: Date: Date:

** A mutually signed agreement is encouraged, however, the Contractor’s signature is not required for directive.
By: _____________________________
   Department Director*

Date: ____________________________

By: _____________________________
   Managing Director*

Date: ____________________________

By: _____________________________
   General Manager*

Date: ____________________________

*If necessary, pursuant to Resolution 17-14215
EXHIBIT N  EQUAL OPPORTUNITY CERTIFICATE OF COMPLIANCE

From: ____________________________ ("Contractor")

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

Reference: Bid No. 20-SW02

Contractor certifies and warrants that:

1. During the performance of all Work related to the above referenced Project, Contractor and all Subcontractors, persons, firms, corporations or 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:

   a. Did not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

   b. Took affirmative action to ensure that applicants were employed, and that employees were treated during employment, without regard to their race, color, religion, sex, or national origin, including, but not limited to, employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

   c. Posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause contained in Specific Requirements, Equal Opportunity Clause, or as provided for by 41 CFR 60-1.4.

   d. In all solicitations or advertisements for employees stated that all qualified applicants would receive consideration for employment without regard to race, color, religion, sex, or national origin.

   e. Sent each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers’ representative of the Contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and posted copies of said notice in conspicuous places available to employees and applicants for employment.

   f. Complied with all provisions of Executive Order 11246 of September 24, 1965.

   g. Included the provisions of the nondiscrimination clause contained in Specific Requirements, Equal Opportunity Clause, or as provided for by 41 CFR 60-1.4 in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions are binding upon each Subcontractor or vendor.
2. Contractor and all Subcontractors, persons, firms, corporations or other entities furnishing labor, employee benefits, materials, equipment and/or services in connection with the Project will comply with all document retention and inspection requirements set out in Specific Requirements, Equal Opportunity Clause, and those required by 41 CFR 60-1.4.

3. Contractor agrees to indemnify, defend and hold the District harmless from any and all claims, damages, fines or causes of action which result from the Contractor’s, or any Subcontractor, person, firm, corporation or other entity, 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, failure to comply with the provisions of the nondiscrimination clause contained in Specific Requirements, Equal Opportunity Clause, or as provided for by 41 CFR 60-1.4, and/or any breach of this certification or any of the warranties provided herein.

4. 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 accept the Project and make payment thereupon.

5. 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 the Contractor and has personal knowledge that the contents of this Certificate 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.

IN WITNESS WHEREOF, the undersigned has executed this instrument on behalf of the Contractor this ____ day of __________________ 20___, and 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 he or she is fully authorized to act on behalf of the Contractor in this regard.

Contractor Name: ________________________________

Signature: ________________________________

Print Name: ________________________________