



INVITATION FOR BIDS

Small Works Bid No. 28402

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON, invites bids to be received at the District's office at 1151 Valley Mall Parkway, East Wenatchee, Washington, 98802, on or before August 6, 2020, no later than 2:00 p.m. Pacific Time, to provide everything specified in **Small Works Bid No. 28402** dated July 2020, and entitled: **Contract Fiber Splicing**.

The Bid Document, including plans and specifications, may be obtained by emailing accountspayable@dcpud.org, attention Derek Browning, Purchasing Agent. The email request must include the Small Works Bid and title and your contact information including mailing and physical addresses, contact person, phone numbers and email addresses. Contractors wishing to bid and perform such work for the District must register with MRSC at www.mrscrosters.org. For registration questions, please contact MRSC Rosters at mrscrosters@mrsc.org or 206-436-3798. Only those Contractors registered with MRSC and meeting the minimum requirements of RCW 39.04.350 are eligible to be placed on the Small Works Roster.

Pursuant to RCW 39.04.155, the bids received shall be open to public inspection and telephone inquiry immediately after award. All bids must strictly conform to the entire Bid Document.

BIDDERS PLEASE NOTE THAT PART I, "INSTRUCTIONS TO BIDDERS," PARAGRAPH 3.3, (IB 3.3) SETS OUT THE PROCEDURE THAT BIDDERS MUST FOLLOW TO ADDRESS ANY QUESTIONS ABOUT THE REQUIREMENTS OF THIS BID DOCUMENT.

The District reserves the right to reject any and all bids.

DATED: July 2020

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

EAST WENATCHEE, WASHINGTON

SMALL WORKS BID NO. 28402

FOR

CONTRACT FIBER SPLICING

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PART I
INSTRUCTIONS TO BIDDERS
FOR
SMALL WORKS BID NO. 28402
CONTRACT FIBER SPLICING

IB-1 PREPARATION AND SUBMISSION OF BIDS

The District will make available to each bidder a copy of the Bid Document and a copy of the Bid Forms. Bidder must submit its bid on the forms provided. Bidder shall properly execute, in ink or typewritten, all forms, fill in all blank spaces, and initial and explain in writing any interlineations, alterations or erasures. Each bid shall be properly signed and shall include the following:

- Original of the fully executed Small Works Bid Form including bidders full legal name, business and mailing address and acknowledgement of any Addendums
- Bidder's Data Sheet (if applicable)
 - Bids by partnerships shall include the partnership name followed by the signature of one or more of the general partners who has full authority to bind the partnership and a list of the names and addresses of all other partners.
 - Bids by corporations or limited liability companies shall include the legal name of the corporation or limited liability company, followed by the signature and designation of the corporate officer(s) who has/have full authority to bind the corporation or the member(s) who has/have full authority to bind the limited liability company and a designation of the state of incorporation/formation.
 - The name of each person who signs shall be typed or clearly printed below the signature. Each person who signs represents to the District that he/she has full authority to bind bidder. On request, bidder shall furnish to the District Satisfactory evidence of the authority of each person who signs to bind the partnership, corporation, or limited liability company on behalf of which he/she signs.

Each bidder must quote on all items in the Bid Schedule, if any, including options and addenda, unless the Bid Document expressly authorizes otherwise. The District will not entertain partial bids, unless the Bid Document expressly so provides. If the Bid Document states that certain items are optional, bidder shall insert the words "no bid" in the space provided for any optional item for which it makes no bid.

Each bidder must enclose its bid in an envelope distinctly labeled "Bid Proposal." The envelope shall indicate the Small Works Bid Number and Name. Each bidder has sole responsibility for timely delivery of its bid. Bidder shall carefully and completely follow the delivery directions contained in the Invitation for Bids regarding address, date and hour. A bidder may either mail or

deliver its bid. The District will accept bids transmitted by facsimile or email if the original Bid Proposal is simultaneously sent to the District by mail. If mailed, bidder shall address the bid to:

**Public Utility District No. 1 of Douglas County
Attention: Mr. Derek S. Browning, Purchasing Agent
1151 Valley Mall Parkway
East Wenatchee, Washington, 98802**

If delivered in person, the bid must be delivered to the District's office at the above address. The District will mark any bid received after the time set for receipt of bids with the date and time received and return it unopened.

The District reserves the right to extend the time for receiving and opening bids. The District will use best efforts to give, prior to bid opening, notice of any such extension to those entities that requested a copy of the Bid Document.

IB-2 QUALIFICATIONS OF BIDDER

Only those Contractors meeting the minimum requirements of RCW 39.04.350 and that are on the District's Small Works Roster with MRSC are eligible to submit bids. Each bidder shall submit with its bid (i) any and all factors that might preclude it from meeting any part of the contract schedule including, if applicable, (ii) its proposed method of conducting the Work, and (iii) the list of equipment and other materials that it will use (see Part II, Bid/Contract Forms, "Data To Be Submitted with Bid"). This submittal data must be sufficiently complete and detailed to demonstrate to the District's Satisfaction bidder's full compliance with all time and other requirements of the Bid Document.

The District reserves the right to reject any bid if the District's review of the above submittals and its investigation fail to establish to its Satisfaction that bidder possesses the qualifications necessary to fully, properly and timely carry out all obligations of the Bid Document.

IB-3 EXAMINATION OF DOCUMENTS

Each bidder, before submitting its bid, must carefully examine the complete Bid Document and any addenda and all documents and/or information referred to in these. Each bidder must fully investigate and fully inform itself about all conditions that may in any way affect performance or cost of the Work. Bidder's submission of its bid shall constitute its unqualified representation, on which bidder warrants to the District that the District may rely, that bidder has made all such examinations and investigations and that it understands all requirements for the performance of the Work. By submitting its bid, bidder warrants that it:

- (1) Has fully informed itself about the nature, requirements, and location of the Work;

(2) Has thoroughly investigated and fully satisfied itself about all conditions that may affect the Work, all costs involved in performing the Work and the time necessary for its performance, including but not limited to:

- (a) Conditions relating to acquisition, transportation, disposal, handling and storage;
- (b) The availability of labor, materials, water, power, and access;
- (c) Uncertainties of weather, river stages, water tables and all other physical conditions at the site;
- (d) All conditions and/or constraints at the site(s) of the Work; and
- (e) The equipment and facilities needed to properly, efficiently, and timely perform;

(3) Has, by careful and thorough inspection of the site(s) of the Work, careful and thorough review of the Bid Document, careful and thorough review of all information referenced in the Bid Document, and careful and thorough investigation and review of all other information relating to the site(s) of the Work and the Work satisfied itself as to the nature, quality and quantity of obstacles or conditions that it may encounter; and

(4) Has satisfied itself as to the adequacy of time allowed to complete the Work.

Bidder's failure to take any of the actions described above shall not relieve it from its responsibility for estimating properly the difficulty and cost of successfully, efficiently, properly and timely performing the Work or from proceeding to fully and timely perform the Work, without any additional charge to or time extensions by the District. Bidder agrees that the District shall not be liable for any claim for additional payment or additional time if any claim directly or indirectly results from bidder's failure to thoroughly and carefully investigate and familiarize itself with all of the above and all conditions that may affect the Work. Prior to submitting its bid, each bidder must fully familiarize itself with all federal, state, tribal and local laws, ordinances and regulations that apply to the Work during the time of its performance.

The Bid Document consists of:

- Invitation for Bids
- Part I Instructions to Bidders
- Part II Bid Forms/Contract
- Part III Addendum, Change Order, and Payment Forms
- Part IV Special Conditions
- Part V Specifications - Technical Provisions
- Part VI Prevailing Wage Rates
- Part VII Contract Drawings

The form of the Contract that the successful bidder must sign is included in the Bid Forms/Contract (Part II, titled "Small Works Contract). Each bidder shall carefully examine it prior to submitting its bid.

If bidder believes that any omission or any discrepancy exists in the Bid Document, or if bidder deems the intent or meaning of the Bid Document or any of its contents unclear, obscure or ambiguous, or if bidder wishes to qualify any term, condition or provision in the Bid Document, bidder must promptly, before submitting its bid, forward to the District a written request for correction, clarification, interpretation, explanation or qualification. A bidder that makes such a request is solely responsible for its timely receipt by the District. No interpretation, clarification, correction, qualification, amendment, or modification shall be valid or bind the District unless expressly set forth in a written addendum signed by the District. The District shall neither be bound by, nor responsible for, any correction, clarification, interpretation, or explanation of the Bid Document unless a District issued and signed written addendum expressly includes it. **A BIDDER'S FAILURE TO FOLLOW THE PROCEDURE DESCRIBED IN THIS PARAGRAPH MAY BE A BASIS FOR REJECTING THE BID.** The District shall not be bound by, and hereby objects to, any term, condition or other provision that differs from or adds to or subtracts from that which the Bid Document or addenda contain. **EACH BIDDER IRREVOCABLY AGREES THAT THE DISTRICT SHALL HAVE THE UNQUALIFIED RIGHT TO TREAT ANY ATTEMPT BY ANY BIDDER TO QUALIFY ITS BID PROPOSAL BY SUBMITTING WITH IT BIDDER'S STANDARD CONDITIONS, STANDARD TERMS, SALES POLICY, CLARIFICATIONS, EXCEPTIONS, MODIFICATIONS TO THE GENERAL AND/OR SPECIAL CONDITIONS, AND/OR SPECIFICATIONS – TECHNICAL PROVISIONS AND/OR CONTRACT DRAWINGS OR THE LIKE, AS NULL, VOID AND OF NO EFFECT IN THE AWARD OF THE CONTRACT.**

Bidder shall direct all questions about this Bid Document in writing to Public Utility District No. 1 of Douglas County, 1151 Valley Mall Parkway, East Wenatchee, Washington, 98802, Attention: Derek Browning, Purchasing Agent. Bidder may email any question(s) to accountspayable@dcpud.org, Attention: Derek Browning.

IB-4 ADDITIONAL INFORMATION

Before submitting its bid, Bidder shall make all arrangements necessary to fully inform itself about all existing and potential conditions, circumstances and matters that may in any way affect the performance, time requirements of, and cost of the Work.

Before submitting its bid, bidder must thoroughly examine and thoroughly familiarize itself with the site(s) where the Work will take place and/or the site(s) to which delivery will be made, work will take place, or that which is supplied will be put to use. By submitting its proposal, bidder warrants to the District that it has done so.

- No site inspection/pre-bid conference is scheduled for this project. A bidder's failure to fully investigate the site shall not relieve it from full responsibility for the entire scope of the Work, including but not limited to, any difficulty, cost, or expense involved in performing all the Work

A bidder's failure to attend a site inspection/pre-bid conference, if scheduled, or to fully investigate the site shall not relieve it from full responsibility for the entire scope of the Work, including but not limited to, any difficulty, cost, or expense involved in performing all the Work.

State of Washington sales tax shall not be included in the bid price(s). However, for work consisting of constructing and/or repairing new or existing buildings or other structures on real property, sales tax paid by the Contractor or Subcontractor for the purchase and/or rental of tools, machinery, equipment and consumable supplies that are primarily for the Contractor's use rather than for resale as a component part of the finished structure shall be included in the bid price(s). WAC 458-20-170.

IB-5 DISTRICT'S MODIFICATION OF BID DOCUMENT

The District reserves the right to modify any part of the Bid Document at any time prior to to bid opening. Modifications, if any, will be issued only in written addenda. The District will use best efforts to forward any addendum to each entity that has obtained from the District copies of the Bid Document. However, a bidder's failure to receive any addendum shall not relieve it from the obligation of submitting its bid in full compliance with the Bid Document and all addenda to the Bid Document. Thus, prior to submitting its bid proposal, bidder must independently verify that it has received all addenda.

IB-6 MODIFICATION OF BIDS

Bidder may modify its bid at any time before the closing time for receipt of bids, specified in paragraph 1 of the Invitation For Bids, provided that before that closing time bidder delivers to the District at the place of bid opening the complete modification in writing. Bidder may submit a modification of its bid by facsimile or email by transmitting that modification to the attention of Derek Browning, Purchasing Agent. (Fax: 509-884-0553; email: accountspayable@dcpud.org). Any modification transmitted by facsimile or email must be received by the Purchasing Agent no later than one hour before the closing time for receipt of bids, and it shall show only the increase or decrease in the Total for Bid Comparison listed in bidder's Proposal (not the amount of the modified Total for Bid Comparison), and it shall be of no effect unless the District also receives by the third day after closing time and date written confirmation, signed by the bidder and postmarked before the bid closing time and date. Any modification by a bidder of its bid, including but not limited to any modification transmitted by facsimile or email pursuant to provisions of IB-1, must be received in the room in which bids are to be opened before the time specified in the Invitation for Bids. .

Bidder is solely responsible for timely receipt by the District of any modification of its bid. The unavailability for any reason of any facsimile or email equipment for receipt of bidder's transmission of its modification shall not relieve bidder of the responsibility set out in the preceding sentence.

IB-7 WITHDRAWAL OF BIDS

A bidder may withdraw its bid either personally, by facsimile or email communication or by written notification, provided that the District receives bidder's notice of bid withdrawal prior to the scheduled

closing time for receipt of bids and, in the case of facsimile or email communication, provided that the District also receives by the third day after the closing date written confirmation signed by the bidder and postmarked before the closing time and date.

Bidder is solely responsible for timely receipt by the District of any withdrawal of its bid. The unavailability for any reason of any facsimile or email equipment for receipt of bidder's transmission of its withdrawal shall not relieve bidder of the responsibility set out in the preceding sentence.

IB-8 REJECTION OF BIDS

The District reserves the right to reject any bid or all bids, or to waive any informality in bids received. The District may consider irregular and reject bids if: (1) the bid contains any unit price that is unbalanced, either above or below the amount that the District deems reasonable for a particular unit; (2) the bid does not contain a unit price for every item bid; or (3) the bid contains qualifications, unauthorized additions, deletions, or conditions. (See IB-3)

IB-9 BONDS, INSURANCE CERTIFICATES AND STATEMENTS

Unless this provision is expressly waived by the District in writing, the bidder that receives notice of award of the Contract must supply a Performance and Payment Bond executed as surety by a corporation authorized to issue surety bonds in the State of Washington with sureties Satisfactory to the District, for One Hundred percent (100%) of the contract price. Each bidder shall include the entire cost of the Performance & Payment Bond in its bid price. Part II includes the form of the Performance and Payment Bond that the successful bidder must supply. If bidder provides a Bid Bond or a Performance and Payment Bond or a retainage bond on forms other than those contained in the Contract Documents, bidder and its surety irrevocably agree that the terms and conditions of the bond forms contained in the Bid Forms/Contract, Part II, control in the event of conflict between those terms and conditions and the terms and conditions that the bonds supplied contain.

For insurance that the Contract Documents require the successful bidder to provide, the successful bidder must, at or before the time of execution of the Contract, deliver to the District an approved Insurance Certificate OR one (1) copy of the Certificate of Insurance included in Part II, Bid Forms/Contract, completed by bidder's insurance representative certifying that the minimum insurance coverages and endorsements are in effect and certifying that the District is, as the Contract Documents require, an additional insured under the insurance policy.

For any work subject to RCW 39.12 "Prevailing Wages on Public Works," the successful bidder, in full compliance with RCW 39.12.040, must file the "Statement(s) of Intent to Pay Prevailing Wages" that the Industrial Statistician of the Department of Labor & Industries has approved. The successful bidder must also deliver the Department of Labor and Industries approved Statement(s) of Intent to the District. No payment will be made by the District until the District has received the approved Statement(s) of Intent to Pay Prevailing Wages from the Contractor and any sub-contractor. See RCW 39.12 (Prevailing Wages on Public Works) and GC-17 (Wage Paid by the Contractor).

IB-10 EVALUATION OF BIDS

The District will evaluate bids, based on bidder's furnishing that which the Bid Document specifies in full compliance with the Bid Document. The unit price, if applicable, will govern if an error occurs in arithmetic extension. The correct result governs in the case of arithmetic errors.

The District, in evaluating bids, will consider all factors, whether specifically listed or not, that will affect the final cost and benefits to the District. These factors include but are not limited to: price; bidder's ability to perform within the time specified; the ability, capacity, and skill of the bidder to perform in full compliance with the bid document; bidder's experience; bidder's past record in meeting commitments; qualifications of bidder's personnel who will perform the Work; equipment that bidder will use to perform the Work; bidder's ability, financial and otherwise, to properly, timely, and safely perform the Work; bidder's integrity, reputation, judgment, and efficiency; bidder's prior performance; bidder's claim submittal history; bidder's ability to promptly and efficiently perform any warranty work; and all anticipated District expenses that may vary between bidders. If the bid includes furnishing manufactured equipment, the District will also consider: the design and construction of the equipment; its performance; the anticipated cost of operation and maintenance; and, if applicable, the character and location of bidder's service facilities.

The Commission of the District has final authority to decide if a bidder's bid is responsive to the District's call for bids and to decide if a bidder qualifies as a responsible bidder for the Work that bidder's proposal covers.

IB-11 AWARD OF CONTRACT

The District will award the contract as a whole, as soon as practicable, to the lowest responsive bidder, price and other factors considered, provided that the District deems the bid reasonable and that the District deems it in its best interest to award it. The District will not, under any circumstances, be responsible for the reimbursement of any costs that any bidder incurs in the preparation of its bid.

The District will notify the successful bidder in writing of the award of Contract within thirty (30) days after bid opening. The District will forward the Contract and Performance and Payment Bond (if required) forms to the successful bidder with the notification. Within ten (10) calendar days after the District's transmittal of written notice of award, the successful bidder shall deliver to the District one executed copy of the Contract, the Performance and Payment Bond, and an approved Insurance Certificate or one completed copies of the Certificate of Insurance. In addition, the successful bidder, in compliance with RCW 39.12.040 and applicable law, must file all required "Statements of Intent to Pay Prevailing Wages" that the Industrial Statistician of the Department of Labor & Industries has approved and timely deliver these to the District in compliance with applicable law. [See RCW 39.12 "Prevailing Wages on Public Works" and GC-17 (Wages Paid by Contractor)].

PART II

BID FORMS/CONTRACT

FOR

SMALL WORKS BID NO. 28402

CONTRACT FIBER SPLICING

SMALL WORKS BID FORM

NAME OF BIDDER: _____
 (Full Legal Name)

TO: Public Utility District No. 1 of Douglas County
 1151 Valley Mall Parkway,
 East Wenatchee, WA 98802

Gentlemen:

The undersigned has examined the site, plans and specifications, laws and ordinances governing the improvements contemplated. In accordance with the terms and provisions in the foregoing, the following price is tendered as an offer to perform the work, complete in place and ready for satisfactory operation.

The Total Bid Price shall be used in the Bid Evaluation. **ALL QUANTITIES IN BIDDING SCHEDULE ARE FOR BID COMPARISON ONLY AND ARE NOT A GUARANTEE OF THE QUANTITY OF WORK TO BE PERFORMED UNDER THIS CONTRACT.**

Item	Description	Unit	Quantity	Unit Price	Total Price
1.	Splicer/Installer Unit (Section SP-1, Paragraph 1.2)	SP/IN	2000 Hours		\$
2.	Splice Vehicle/Trailer Unit (Section SP-1, Paragraph 1.3)	VN/TR	1500 Hours		\$
3.	Bucket Truck/Trailer Unit (Section SP-1, Paragraph 1.4)	TR/VP	500 Hours		\$
Total Bid Price (not to include Washington State Sales Tax)					\$

Prices quoted include the cost of the Payment and Performance Bond required by the Small Works Bid Documents but do not include Washington State and Local Taxes.

If the Contract term is more than thirty (30) days in duration, Contractor may submit monthly invoices for work satisfactorily completed as determined by the District Representative. Acceptance, Release of Retainage and Final payment will be made in compliance with GC-12 and GC-14.

Invoices shall be submitted to the contracting office detailed in Instructions to Bidders, IB-1.

All work shall be completed by June 30, 2021. Yes _____ No ____

If proposing an alternate date of delivery, please see Instructions to Bidders Section 7, Bid Evaluation for Bids specifying delivery later than_____.

(CHECK ONE) We shall ___ shall not _____ be using Subcontractors. Listing of Subcontractors, if any, must be specified below.

The Subcontractors listed below are proposed to be employed on portions of the work. If you require additional space to list Subcontractors, please attach a separate sheet.

Name	Address	Phone No.	Type of Work	Percent of Bid

Bidder has been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3). Yes ____ No___ **MUST BE FILLED IN**

Attached hereto is the Bid proposal and all Bidder's Data required in support of this Bid.

Addendum Nos. (list all individually) _____ have been received and have been considered in preparing this Bid.

BIDDER: _____
Full Legal Name

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY & STATE: _____

PHONE NO.: _____

EMAIL: _____

State of Incorporation: ____

If not Washington, does Bidder have a physical office located in the state of Washington?

Yes _____ No ____ N/A ____

Washington Registration Certificate No. _____

Washington State Unified Business Identifier (UBI) Number _____

Washington State Employment Security Department Number _____

We hereby certify that we are not required to have a Washington State Sales Tax Identification Number for this work.

Signed by: _____

Name (Print): _____
Authorized Representative

Title: _____

Date: _____

Note: Failure to sign the Bid Form above shall result in rejection of the Bid. Digital signatures are not allowed.

DATA TO BE SUBMITTED WITH BID

(1) Bidder certifies that it has the following experience and qualifications:

1.1 Bidder's experience in this type and magnitude of Work: _____

1.2 Bidder's qualifications, including technical qualifications, to properly, timely and efficiently perform the Work: _____

(2) Bidder's References:

2.1 Financial: _____

2.2 Name and provide the current addresses, current telephone numbers and current email addresses of at least three persons that the District may contact to obtain information about bidder's prior work of this type:

(i) _____

(ii) _____

(iii) _____

(3) Performance Schedule (See SC-2):

3.1 List any and all factors that might preclude bidder from meeting any part of the contract schedule specified in SC-2: _____

(None, unless stated otherwise here.)

(4) Facilities/equipment that bidder will use to perform the Work: _____

(5) Location and address of entity that will perform warranty/service/repair activities:

(6) Bidder certifies the following:

6.1 It has in place a proper safety and accident prevention program that for this Work fully complies with all safety orders, rules, regulations, codes and requirements of all federal, state, and local governmental agencies that have jurisdiction over safety relating to the Work, including but not limited to federal OSHA and state WISHA.

6.2 It will require each of its subcontractors of any tier (if any) to have in place a proper safety and accident prevention program that meets or exceeds all requirements listed in 6.1 above.

6.3 It will strictly enforce all requirements of safety and accident prevention programs throughout the entire Work, including but not limited to all requirements relating to safety equipment, work rules, worker safety, written site specific safety plans, safety meetings, safety inspections and all requirements to assure the safety of all work sites, all workers, all District employees and/or representatives, and the general public.

6.4 It will strictly comply with and ensure that all subcontractors and suppliers of any tier will strictly comply with all requirements of GC-19.

6.5 In compliance with GC-6, it will defend, indemnify and hold the District harmless from any and all consequences of any failure by it or any of its subcontractors to fully comply with the above certification.

I represent and warrant that the data provided above is true and accurate.

Name (print): _____

Title: _____

Safety Representative's Name (if other than above): _____

Safety Representative's Telephone Number: _____

SMALL WORKS BID NO. 28402

CONTRACT FIBER SPLICING

SMALL WORKS CONTRACT WITH GENERAL CONDITIONS

THIS AGREEMENT, made and entered into on the ___ day of _____, ___ by and between

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY,
WASHINGTON,
hereinafter called "the

District," and

hereinafter called "the Contractor",

W I T N E S S E T H:

The parties hereto agree as follows:

The terms and conditions contained herein shall apply to all work performed and all Contracts issued by the District to the Contractor pursuant to the District's Small Works Roster Procedures.

GENERAL CONDITIONS:

GC-1 FORM OF CONTRACT

The form of the Contract shall be lump sum type unless specified otherwise.

GC-2 DEFINITIONS

Whenever these words occur in the Contract Documents or Small Works Bid Documents, they shall have the following meanings:

“BID” - The written proposal submitted by the Bidder on the Bid Form provided in the Small Works Bid Documents, a sample of which is provided as Exhibit “A” in these Contract Documents.

“BID EVALUATION” - The criteria for determining the lowest responsive Bid received in response to the Small Works Bid Documents.

“BID ITEM” - A line item on the Bid Form provided in the Small Works Bid Documents, a sample of which is included in these Contract Documents as Exhibit “A”.

“BID ITEM PRICE” - The correctly calculated (extended) price of all units of each Bid Item (Bid Unit Price times Quantity).

“BID UNIT PRICE” - The price per unit on a specific Bid Item, if

applicable. “BIDDER” - Any person or entity who submits a Bid.

“CONTRACT AWARD” - Contract Award is defined as the date the successful Bidder is first notified verbally or in writing by issuance of the Small Works Notice to Proceed, a sample of which is attached as Exhibit “B”, that the District has accepted the Contractor's Bid. Contract Award, if any, shall be made within forty-five (45) days after the date of Bid opening.

“CONTRACT DOCUMENTS” - The Contract Documents shall include all sections of these Small Works Contract Documents.

“CONTRACT PRICE” - The Total Bid Price plus any optional Bid Items included in the Contract Award and any properly approved Change Orders approved subsequent to Contract Award.

“CONTRACTOR” - The successful Bidder who is awarded the Contract to perform the work covered by these Contract Documents.

“DISTRICT” OR “OWNER” - Public Utility District No. 1 of Douglas County, Washington.

“DISTRICT REPRESENTATIVE” - The employee designated by the District as its representative during the progress of the work.

“FINAL ACCEPTANCE” - Acceptance of the work by the District in writing. Final Acceptance shall not constitute an acceptance by the District of any work performed or goods supplied which are not in strict compliance with the Contract Documents.

“SMALL WORKS BID DOCUMENT” - A request for Bids on a Small Works Project issued pursuant to the Small Works Roster Procedure.

“SMALL WORKS PROJECT” - Work as described in a Small Works Bid Document for a Public Works project.

“SUBCONTRACTOR” - A contractor hired by the Contractor to perform a portion of the work covered by the Small Works Bid Documents.

“TOTAL BID PRICE” - The properly calculated total of the Bid Items on the Bid Form.

GC-3 SUSPENSION OF WORK/TERMINATION OTHER THAN DEFAULT

The District may, at its sole option, by notice in writing to the Contractor suspend or terminate at any time the performance of all or any portion of work to be performed

under the Small Works Bid Documents. Upon such notice of suspension or termination of work, the District shall designate the amount and type of plant, labor, and equipment to be committed to the work site during the period of suspension or termination. The Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension or termination.

A. Upon receipt of any such notice, the Contractor shall:

1. Immediately discontinue work as specified in the notice;
2. Place no further orders or subcontracts for material, services, or equipment with respect to suspended or terminated work;
3. Promptly suspend or terminate all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended or terminated; and
4. Continue to protect and maintain the work, including those portions on which work has been suspended;
5. Assist District Representative or District in the maintenance, protection, and disposition of work in progress, plant, tools, equipment property, and materials acquired by Contractor or furnished by Contractor under the Small Works Bid Documents; and
6. Complete performance of the work which is not terminated.

B. As full compensation for such suspension the Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge, as determined to be equitable by the District Representative, to be paid to the Contractor during a period of suspension of work sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
2. All reasonable costs, as determined to be equitable by the District Representative, associated with any demobilization and remobilization of the Contractor's plant, forces, and equipment;
3. Any claim on the part of the Contractor for additional time or compensation shall be made within ten (10) days after receipt, by Contractor, of a notice to suspend work. Failure to submit a claim within the ten (10) day period shall constitute a waiver of any such claim;
4. In no event however, shall the amount to be paid the Contractor pursuant to this section exceed the Contract Price.

- C. Upon receipt of notice to resume suspended work, the Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of the Contractor for time or compensation shall be made within ten (10) days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.
- D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Small Works Project. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this section.

Upon any such termination, Contractor shall waive any claims for damages including Contractor's overhead, loss of anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever.

If such termination is effected after Contract Award but prior to the District issuing Notice to Proceed to the Contractor, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor in the preparation of his Bid plus fifteen percent (15%) of such costs. If such termination is effected after the District has issued Notice to Proceed and the Contractor has commenced performance hereunder, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor as determined by the physical progress of the work satisfactorily completed to date plus costs of removing equipment and materials and otherwise demobilizing, plus twelve percent (12%) of the sum of all such costs; provided, said payment shall not in any event exceed the Contract Price of the Small Works Bid Documents. The payment of the District shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. The Contractor shall be entitled to no further payments whatsoever for the work. Amounts retained and accumulated under RCW Chapter 60.28 shall be held and disbursed as provided therein.

Contractor shall submit within thirty (30) days after receipt of notice of termination, a request for adjustment to the Contract Price in accordance with the above provisions. District Representative shall review, analyze, and verify such request, and upon District Representative's approval, the Small Works Bid Documents shall be amended in writing accordingly.

Those provisions of the Contract or Small Works Bid Documents that by their nature survive Final Acceptance under the Contract Documents shall remain in full force and effect after such termination.

GC-4 TERMINATION FOR DEFAULT/NONCOMPLIANCE

A. Acts of Default

If Contractor fails in any material way to comply with any of the conditions or provisions of these Contract Documents or any Small Works Bid Documents or is

unable to pay its debts as they mature or authorizes or takes any action under bankruptcy or reorganization, readjustment of debt, insolvency, liquidation or other similar laws or proceedings it shall be considered an act of default.

B. Consequences of Default

In the event of default, the District may immediately, without limiting any other remedy available to it in law or equity, withhold any amount otherwise due under any Small Works Bid Documents. The District shall provide written notice of default. In the event the default can be cured, and Contractor fails to correct the default within ten (10) days after written notice of default, the District may terminate the Contractor's right to proceed with all or any portion of the work. The District's right to liquidated damages shall not in any manner limit any other remedy available to the District, including but not limited to, the District's right to terminate the Contractor's right to proceed.

C. Noncompliance

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

GC-5 ASSIGNMENT

The Contractor shall not assign this Contract, or any Small Works Bid Documents they may be awarded, or any interest in or part thereof, or any monies due or to become due hereunder, without the prior written approval of the District. Any costs to the District associated with the assignment may be deducted from amounts due to the Contractor.

GC-6 INDEMNITY

- A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, any Small Works Bid Documents or in connection therewith. Contractor agrees to defend, indemnify and hold harmless the District and its representatives (which terms shall be deemed to include directors, officers, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity

connected with the performance of the work under any Small Works Bid Documents) from and against any and all liabilities, claims, losses, damages or expenses, including reasonable attorney's fees, and expert witness fees, which may be incurred or sustained by the District or any of their respective employees, by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against the District and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

- B. The District shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Contractor or any of his Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Contractor by the District. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or his Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by his own employees or property or to the employees or property of other contractors, the District, or otherwise.

- C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence. Contractor acknowledges that by entering into a contract with the District, he has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of this Contract or any Small Works Bid Documents and remain in full force and effect until satisfied in full.

GC-7 LAWS, REGULATIONS, PERMITS

The Contractor represents that it is familiar with, and shall be governed by and comply

with, all Federal, State and local statutes, laws, ordinances, and regulations including amendments and changes as they occur. The Contractor and any Subcontractors shall be responsible for ensuring that its employees fully comply with the District's Code of Ethics, a copy of which is available at the District's offices.

All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of the District and Contractor shall be governed by the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Contract shall be exclusively in the Superior Court, County of Douglas, State of Washington or the Federal District Court for the Eastern District of Washington at the District's sole option. In the event of litigation to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief allowed.

Contractor shall comply with all applicable sanitation and safety regulations and shall supply and maintain such equipment and facilities as are deemed necessary for such compliance, including traffic control, barricades and warning devices. Coordination must and shall be responsibility of the Contractor.

Unless the Small Works Bid Documents provide otherwise, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at its own expense, and Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

GC-8 DAMAGES

Any claims arising under any Small Works Bid Documents by the Contractor shall be made in writing to the District Representative no later than ten (10) days after the beginning of the event or occurrence giving rise to the claim. Failure to make written claim prior to the time specified in the Small Works Bid Document shall constitute waiver of any such claim.

GC-9 INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES

It is understood and agreed that in all work covered by any Small Works Bid Documents, the Contractor shall act as an independent contractor, maintaining complete control over his employees and all of his Subcontractors. The Contractor shall perform the work in accordance with his own methods, subject to compliance with the Small Works Bid Documents. The Contractor shall perform the work in an orderly and workmanlike manner, enforce strict discipline and order among his employees and assure strict discipline and order by his Subcontractors, and shall not employ or permit to be employed on the work any unfit person or anyone unskilled in the work assigned to them.

The Contractor shall designate in writing before starting work competent, authorized site representative(s) who shall be authorized to represent and act for the Contractor in all matters relating to the Small Works Bid Documents. The Contractor's letter designating representative(s) shall clearly define the scope of his authority to act for the Contractor

and define any limitations of this authority. Said authorized representative(s) shall be present at the site of the work at all times when work is in progress. Arrangements acceptable to the District shall be made for any emergency work which may be required. The Contractor's authorized representative(s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to the District. All directions given to the authorized representative(s) by the District shall be binding as if given to the Contractor.

The Contractor and his Subcontractors shall employ only orderly workers. Employees deemed by the District to be incompetent, subversive, or disorderly shall be removed from the performance of the work, and such removal shall not form the basis of any claim for compensation or damage upon the District.

The Contractor and Subcontractor shall be responsible for ensuring that its employees fully comply with all applicable federal, state and local laws and support the District's commitment to provide a safe healthy drug free work environment. The Contractor and Subcontractor shall immediately remove any employee from further work when it is determined that they are not fit for duty. Furthermore, the Contractor and Subcontractor shall immediately remove any employee from further work if it is determined by the District, at its discretion, that the employee is not fit for duty for any reason. Failure on the part of the Contractor or Subcontractor to comply with any of the above shall be considered an act of default in accordance with Section GC-4.

GC-10 CORRECTION OF WORK/WARRANTY

All materials and equipment incorporated into any work under the Small Works Bid Documents shall be new and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. All workmanship shall be in accordance with sound work practices acceptable to District Representative. Contractor warrants all equipment, materials and labor it furnishes or performs under the Small Works Bid Documents against defects in design, materials, and workmanship. Contractor's warranty shall remain in effect for a period of three hundred sixty-five (365) days after Final Acceptance.

If at any time prior to the expiration of the warranty period, Contractor or District discovers any defect in such design, materials or workmanship, the Contractor shall, upon written notice from the District given within a reasonable time after discovery, correct such defects to the satisfaction of the District by redesigning, repairing or replacing the defective work at a time acceptable to District. All costs incidental to such corrective action including removal, disassembly, reinstallation, re-work, re-testing and re-inspection as may be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract shall be borne by the Contractor.

Contractor warrants any and all corrective action against defects in design, materials, and workmanship for a period of twelve (12) months following acceptance by District of the corrected work.

If, after due notice, the Contractor shall refuse or persistently neglect to make corrections so as to meet the requirements of the Contract, the District may proceed to make such corrections as they may be required and Contractor shall reimburse District for all cost and expenses incurred in connection therewith. The warranty requirements in this section are the minimum requirements for materials, equipment and work under this Contract. Any other warranty requirements specified in the Small Works Bid Documents, including the Technical Specifications, are in addition to, and not in lieu of the minimum requirements specified herein.

GC-11 CHANGES IN WORK

Without invalidating the Contract, the District may make changes by altering, adding or deducting from the work, and/or make changes in the drawings and specifications requiring changes in the work and/or materials and equipment to be furnished under any Small Works Bid Documents; provided such additions, deductions or changes are within the general scope of the Documents. No architect, engineer, District Representative, Observer, official, or representative or employee of the District has authority to issue or approve any change to the contract, and Contractor bears sole and exclusive responsibility, before proceeding with any change or anything that Contractor asserts constitutes a change, to verify that the District's Board of Commissioners has authorized in writing a change order. Contractor proceeds at its own risk by failing to do so.

Charges or credits for the work covered by the approved changes shall be determined by one or more, or a combination of the following methods, at the District's option:

- A. Unit prices specified in the unit prices for changes in work submitted with the Contractor's Bid proposal, if any.
- B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:
 - 1. Detailed proposed labor categories, hours, and rates.
 - 2. Specific materials and quantities.
 - 3. Equipment and equipment hours.
- C. The actual cost of:
 - 1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order.
 - 2. Materials entering permanently into the work.
 - 3. The ownership or rental cost of plant and equipment during the time of use on the project.
 - 4. Power and consumable supplies for the operation of power equipment.
 - 5. Insurance.
 - 6. Social Security and old age and unemployment contributions.
 - 7. To the sum of Items 1, 2, 4, 5, and 6 inclusive, there shall be added a fixed fee of twelve percent (12%). The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

When a change is ordered by the District, as provided herein, a Change Order shall be executed by the District and the Contractor before any Change Order work is performed. The District shall not be liable for any payment to Contractor, or claims arising therefrom, for Change Order work which is not first authorized in writing as set forth in this section. All terms and conditions contained in the Contract Documents and Small Works Bid Documents shall be applicable to Change Order work. Change Orders shall be issued on the form attached in Part III, Section 3 “Change Order” and shall specify any change in time required for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

If any such change or alteration in the work shall result in a decrease of the work to be performed or materials, equipment, and apparatus to be furnished, no allowance shall be made to the Contractor in computing any resulting decrease in the Contract Price for loss of anticipated profits, but if the Contractor, before receiving the District's notice of intention pursuant to this Section, shall have incurred any expense in connection with the proper performance of the Small Works Bid Documents which shall be rendered unnecessary by such change or alteration, such allowance shall be made therefore to the Contractor as the District shall determine to be fair and reasonable.

The District Representative may instruct the Contractor to make minor changes in the work where such changes are not inconsistent with the purposes of the Small Works Bid Documents, do not involve any additional cost and shall not require an extension of the Small Works Bid Document completion date. The Contractor shall make no such changes without receipt of a District Instruction, Exhibit “E”, setting forth the changes to be made. Contractor's compliance therewith shall constitute its acknowledgment that such changes shall not result in any claim for additional payment or extension of the Small Works Bid Document completion date. If the Contractor believes the instruction shall result in additional costs or time extensions, Contractor shall promptly notify the District of the same and not proceed with the changes. District Instructions, when issued, shall be in writing and signed by the District Representative.

No waiver of any provision of this Contract or the Small Works Bid Documents, and no consent to departure there from, by either party, shall be effective unless in writing and signed by the waiving or consenting party, and no such waiver or consent shall extend beyond the particular case and purpose involved.

GC-12 PAYMENT/RETAINAGE

Contractor shall submit an invoice for approval and payment by District upon satisfactory completion of all work. Payment shall be made in accordance with the prices specified on the Bid Form. The District Representative shall make the determination of satisfactory completion for payment purposes. If the requested completion date is more than thirty (30) days after the Contractor's Acceptance of the Notice to Proceed, the Contractor may submit invoices monthly for work satisfactorily completed during the previous month, as determined by the District Representative.

Invoices shall clearly reference the Purchase Order number that will be issued with the Notice to Proceed and be addressed as indicated in the Small Works Bid Documents.

The District shall withhold the sum of five percent (5%) of the amount of each progress payment to the Contractor as retainage in accordance with Chapter 60.28 of the Revised Code of the State of Washington.

If the District is requested in writing by the Contractor, the monies reserved hereunder (retainage) shall be placed in escrow with a bank or trust company by the District and interest on such escrowed funds shall be paid to the Contractor as said interest accrues, all as more fully provided in RCW Chapter 60.28. However, any payments made to the Contractor hereunder shall not relieve the Contractor from responsibility under provision of the Contract and warranties. Payment is not to be construed as acceptance by District or certification that the Contractor has performed the work correctly or according to Small Works Bid Documents.

GC-13 PAYMENTS WITHHELD

In addition to the above percentage retained, the District may withhold the whole or part of any payment to such extent as may be reasonably necessary to protect itself from loss on account of:

- A. Defective or damaged work not remedied or warranties not met.
- B. Claims filed or reasonable evidence indicating filing of claims against the Contractor.
- C. Failure of the Contractor to make payments properly to Subcontractors or for materials, labor, or equipment.
- D. A reasonable doubt that the work in the Small Works Bid Document can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Damage to or loss of District-furnished materials or District property.
- G. Contractor's failure to meet any performance warranties required by the Contract Documents or the Small Works Bid Documents.

The Contractor shall provide a contact name, address, and email address to facilitate notification if any payment, or portion of any payment, is withheld for any of the reasons above, or for missing documentation or items incorrectly invoiced. Notification shall be made via email, or shall be mailed, properly addressed and stamped with the required postage to the person designated by the Contractor.

GC-14 ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed all work in accordance with the terms of the Contract Documents, the Contractor shall properly execute and submit final invoice to the Contract Officer. Once final invoice has been processed, the District's Purchasing Department will issue the Certificate of Completion and Release to be executed by the Contractor and returned to the Contract Officer. The Certificate of Completion and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated, if any.

The Certificate of Completion and Release shall warrant that the Contractor has fully completed its work included in the Contract and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Contract. If any dispute exists between the Contractor and any person, firm or corporation to which the Contractor might be obligated in connection with this Contract, the Contractor shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Contractor may have against the District relative to this Contract. The Contract work shall not be complete until after the Contractor has returned to the Contract Officer a properly completed Certificate of Completion and Release.

Upon receipt of Certificate of Completion and Release by the Contract Officer, the District Representative provides a recommendation relative to Final Acceptance. The District shall, within a reasonable time, take action on Final Acceptance. Such action shall be subject to the condition of the Payment and Performance Bond, legal rights of the District, required warranties, and correction of faulty work discovered after final payment. The District shall have the right to retain from any payment then due the Contractor, so long as any bills or claims remain unsettled and outstanding, a sum sufficient, in the opinion of the District, to provide for the payment of the same. It is also understood and agreed that, in the case of any breach or damage by the Contractor of the provisions hereof, the District may retain from any payment or payments a sufficient sum in the opinion of the District which may become due under any obligation of the District.

Sixty (60) days after Final Acceptance, retainage may be released to the Contractor; provided, however, that there are no claims filed of materialmen or laborers and that the District has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Contractor and any Subcontractors. If any liens remain unsatisfied from the retainage, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.

GC-15 DISTRICT REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE

The District Representative shall represent the District. The District Representative has

authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The District Representative shall also have authority to reject all work, equipment, and materials which do not conform to the Contract and to decide questions which arise in the execution of his work.

Approval by the District Representative signifies favorable opinion and qualified consent. It does not carry with it certification, assurance of completeness, assurance of quality, nor assurance of accuracy concerning details, dimensions, and quantities. It is not an acceptance by the District or certification that Contractor has performed the Contract work correctly or according to Contract Documents and the Small Works Bid Document. Such approval shall not relieve the Contractor from responsibility for errors or for deficiencies within his control.

All claims of the Contractor and all questions relating to the interpretation of the Small Works Bid Document, including all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and all questions as to compensation, shall be submitted in writing to the District Representative for determination within the applicable time period specified in the Small Works Bid Document.

All such determination and other instructions of the District Representative shall be final unless the Contractor shall file with the District Representative a written protest, stating clearly and in detail the basis thereof, within ten (10) days after the District Representative notifies the Contractor of such determination or instruction. The protest shall be forwarded by the District Representative to the District's General Manager, who shall issue a decision upon each such protest, and its decision shall be final. Pending such decision, the Contractor, if required by the District Representative, shall proceed with the work in accordance with the determination or instructions of the District Representative.

The District Representative may appoint assistants and inspectors to assist in determining that the work performed and materials furnished comply with Contract requirements. Such assistants and inspectors shall have authority to reject defective material and suspend any work that is being done improperly, subject to the final decisions of the District Representative, or to exercise such additional authority as may be delegated to them by the District Representative. All work done and all materials furnished shall be subject to inspections by the District Representative or inspector at all times during the work.

GC-16 COOPERATION WITH OTHERS

There may be other contractors or forces of the District working the same area where work under the Small Works Bid Document shall be performed. The Contractor shall fully cooperate with such other contractors and the District's employees and carefully fit his work with the other work consistent with orderly and expeditious performance and completion of the project as a whole.

GC-17 WAGES PAID BY THE CONTRACTOR

Contractor and its Subcontractors shall comply with all provisions of RCW Chapter 39.12 and Section 2.5 of the Collective Bargaining Agreement (hereinafter referred to as Section 2.5) between the District and IBEW Local No. 77. A copy of Section 2.5 is available for inspection and review during office hours at the District's main office. Contractor and its Subcontractor shall pay all laborers, workmen, or mechanics employed by it or them in the performance of the Small Works Bid Document the greater of: (1) the applicable state prevailing wage rate required by (RCW Chapter 39.12); or (2) the applicable wage rate required by Section 2.5. In the event the applicable wage rate(s) required to be paid by the Contractor or its Subcontractors change during the performance of the Small Works Bid Document, Contractor and its Subcontractors shall make any required adjustment so as to fully comply with any applicable state prevailing wage rate law (RCW Chapter 39.12) and Section 2.5. Notwithstanding the foregoing, the District shall not be required to make any adjustment in the Contract Price as a result of changes in either the state prevailing wage rate law or Section 2.5, except as provided in WAC 29-127-023.

Prior to any payments being made to Contractor, the Contractor and each and every Subcontractor shall file a "Statement of Intent to Pay Prevailing Wages" which has been approved by the Department of Labor and Industries as required by RCW 39.12.040.

Current minimum hourly prevailing wage rates for all classifications in all Counties are available through the Washington Department of Labor and Industries.

GC-18 INSURANCE

- A. Prior to the commencement of any work under any Small Works Bid Document, and at all times during the term of the Small Works Bid Document, Contractor shall obtain and maintain continuously, at its own expense a policy, or policies of insurance with reliable insurance companies satisfactory to the District and authorized to do business in the State of Washington. All insurance required by the Small Works Bid Document shall be primary insurance with respect to any insurance carried by the District. Contractor shall have no right to call upon or seek contribution from any insurance carried by the District. Any significant deductible, self-insured retention or coverage via captive must be disclosed and is subject to approval by District's Risk Manager. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor.

Contractor shall ensure that all policies of insurance that Contractor carries as insurance shall include a waiver of the insurer's right of subrogation to the benefit of the District. Minimum Insurance requirements follow. Specific Small Works Projects may require additional types of coverage or higher limits depending on the scope of work.

Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance,

covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:

- a) Premises and Operations;
- b) Products and Completed Operations;
- c) Contractual Liability;
- d) Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);
- e) Independent Contractor's Contingent Liability;
- f) Territorial Extension for the area in which the work will be performed;
- g) Pollution Liability (sudden and accidental); (Include if working on site with a low pollution risk present)
- h) Such insurance shall provide coverage for action-over liability claims. (Include if working on site, particularly at the power plants, near live lines or other higher risk areas where non-contractor employees may be present)
- i) Broad Form Property Damage (including Completed Operations); (Include if working on site)
- j) Explosion (X), Collapse (C) and Underground Hazards (U); including XCU coverage under both Premises/Operations and Contractual Liability; (Include if the work has the potential for explosion risk, if there will be any drilling or boring, etc.)
- k) When applicable, Cargo Legal Liability adequate to the full value of transported items (if the contract requires moving high value items i.e. a transformer)
- l) When applicable, coverage for liability resulting from the consumption of food prepared or served by the Contractor or its Subcontractor; (Catering services...)

with a **minimum limit of \$1,000,000 per occurrence** for bodily injury and property damage combined, provided that policy aggregates, if any, shall apply separately to each annual policy period.

Worker's Compensation and Stop Gap Employers Liability: Worker's Compensation Insurance, including Occupational Disease coverage, as required by law for all employees. Employer's Liability Insurance, including Occupational Disease coverage, in the amount of **\$1,000,000 for Each Accident, Each Employee, and Policy Limit**. The Contractor expressly agrees to comply with all provisions of the Workers' Compensation Laws of the states or countries where the work is being performed, including the provisions of Title 51 of the Revised Code of Washington for all work occurring in the State of Washington.

- 2. **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of \$1,000,000 per accident** for bodily injury and property damage combined

and containing appropriate uninsured motorist and No-Fault insurance provision, when applicable.

- B. Evidence of Insurance - Prior to performing any services, and within ten (10) days after receipt of the Contract Award, the Contractor shall file with the District a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming the District as an Additional Insured (AI not required for Workman's Comp).

Failure of the District to demand such certificate or other evidence of compliance with these insurance requirements or failure of the District to identify a deficiency from the provided evidence shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Acceptance by the District of any certificate or other evidence of compliance does not constitute approval or agreement by the District that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

The District shall have the right but not the obligation of prohibiting the contractor or subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the Contractor fails to maintain insurance as set forth above, the District may purchase such insurance at the Contractor's expense. The Contractor's failure to maintain the required insurance may result in termination of the Small Works Bid Document at the District's option.

- C. Subcontractors - Contractor shall ensure that each Subcontractor meets the applicable insurance requirements and specifications of this Contract, or as required by the Small Works Bid Document. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each Subcontractor.
- D. Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. All policies shall provide thirty (30) days' advance written notice to the District for cancellation or any material change in coverage or condition, ten (10) days' notice for non-payment. Should the Named Insured receive any notice of cancellation or notice of nonrenewal from its insurer(s), Contractor shall provide immediate notice to the District, but in any event, no later than two (2) days following receipt of such notice from the insurer. Notice to the District shall be delivered by facsimile or email.

GC-19 SAFETY

The Contractor and Subcontractor's attention is alerted to the strict enforcement and requirements of the "Occupational Safety and Health Act" (OSHA) and the "Washington Industrial Safety and Health Act" (WISHA). The Contractor and Subcontractor shall

comply with all provisions thereof and make such reports and maintain records as the Acts requires. Any accidents requiring medical attention or damage to District property shall be reported immediately to the District Representative.

The Contractor shall furnish the District a copy of all MSD sheets for all Contractors and Subcontractor supplied chemicals requiring such documentation as stated in OSHA and/or WISHA regulations. In addition, the Contractor shall maintain access to all MSD sheets at the work site as required by law. The Contractor and Subcontractor may obtain MSD sheets from the District for any District chemicals by contacting the District Representative.

The Contractor and Subcontractors shall comply with all applicable building and construction codes.

The District requires as mandatory, the use of hard hats by all persons on the work site.

The Contractor and Subcontractor shall comply with all traffic and flagger regulations in accordance with DOT and WAC regulations. If work is performed where significant traffic hazards are identified, the District may require additional pedestrian safety rules.

Nothing herein shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of the Contractor and Subcontractor's safety program. Contractor's and Subcontractor's remain solely responsible for safety of the general public and employees, as provided herein.

GC-20 INSPECTION

The District Representative, assistants and inspectors shall have access to all places where work is being done or where materials are being manufactured or prepared for use under the Small Works Bid Documents and they shall have full access to facilities for unrestricted inspection during working hours of such materials, equipment and work. The District Representative, assistants and inspectors shall be authorized to record their observations in any manner reasonable, including but not limited to recording by photographs.

The District Representative shall be kept informed of the production schedules so that inspections may be adequately performed. The Contractor shall give timely notice of any inspections required or desirable. Re-examination of questioned work may be ordered by the District Representative, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Small Works Bid Documents, the District shall pay the costs of re-examination and replacement. If such work be found not in accordance with the Small Works Bid Documents, the Contractor shall bear such cost and expedite such necessary corrections.

GC-21 CONFLICT AND PRECEDENCE/INTENT

- A. In the event there are any conflicting provisions or requirements in the component parts of this Contract and the Small Works Bid Documents, the Documents shall

take precedence in the following order:

1. Change Orders
2. Notice to Proceed
3. Addenda
4. Small Works Bid Documents - Specific Requirements
5. Small Works Contract - General Conditions
6. Small Works Bid Documents - Technical Specifications
7. Small Works Bid Documents - Contract Drawings
8. Small Works Bid Documents - Instructions to Bidders
9. Payment and Performance Bond
10. Bid Proposal

- B. The intent of the Small Works Bid Documents is to prescribe a complete work. Contractor shall furnish all labor, tools, equipment, transportation, supplies and incidentals required to complete all work. The Contract Price, whether lump sum or unit prices or a combination thereof, shall be full pay for all work and equipment required to fully complete the Small Works Bid Document work.

GC-22 PRE-WORK CONFERENCE

The Contractor, upon notification by the District, may be required to attend a pre-work conference prior to starting any work. The purpose of the conference is to discuss, among other considerations, the responsibility of the Contractor and his Subcontractors in the prosecution and progress of the work. The conference, if any, shall be held on a date mutually agreed upon by the Contractor and the District Representative.

GC-23 PROGRESS MEETINGS

Progress review meetings shall be held at regular intervals as deemed necessary by the District Representative. Progress meetings shall be utilized to review the work schedule and discuss any delays, unusual conditions, or critical items which have affected or could affect the progress of the work.

Time is of the essence of any Small Works Project. If at any time during the progress of work, the Contractor's actual progress, in the opinion of the District Representative, is inadequate to meet the Contract completion dates, the District may issue a written notice of noncompliance to the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the District Representative, the Contractor does not improve performance to meet the work schedule, the District may direct the Contractor to accelerate the work through an increase in the Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and/or an increase in the amount of plant; all without additional cost to the District. Neither such notice by the District nor the District's failure to issue such notice shall relieve the Contractor of its obligation to achieve the quality of work and rate of progress required by the Small Works Bid Document.

Failure of the Contractor to comply with the instructions of the District may be grounds

for determination by the District that the Contractor is not prosecuting its work with such diligence as shall assure completion within the times specified. Upon such determination, the District may terminate the Contractor's right to proceed with the performance of the Small Works Bid Document, or any separable part thereof in accordance with Section GC-4.

GC-24 DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of work by any unforeseeable causes beyond the control of the Contractor, the Contract time shall be extended for such reasonable time as the District Representative shall determine. The Contractor agrees to complete the work within the Small Works Bid Document time as thus extended. Such extensions shall postpone the beginning of period for payment of liquidated damages but they and the events producing them shall not be grounds for claim by the Contractor of damages or for additional costs, expenses, overhead or profit or other compensation. Except for delays caused by the acts or omissions of the District or persons acting for it, extensions of time granted by the District Representative to the Contractor shall be the Contractor's sole and exclusive remedy for any delays due to causes beyond the control of the Contractor.

All claims for extension of time shall be made in writing to the District no more than three (3) days after the Contractor knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay only one claim is necessary. Contractor's failure to give such notice promptly and within such time limit shall be deemed sufficient reason by the District Representative for denial of any time extension request.

Avoidable delays in the prosecution or completion of the work, for which no time extension shall be granted, shall include all delays which in the opinion of the District Representative could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his Subcontractors. Additionally, delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified shall constitute avoidable delays for which no time extension shall be granted.

All changes of the time or changes of the schedule shall be made by Change Orders to the Contract pursuant to Section GC-11.

GC-25 AUDIT OF RECORDS

Contractor shall maintain records and accounts in accordance with Generally Accepted Accounting Principles (GAAP) in connection with the performance of the Small Works Project which shall accurately document incurred costs both direct and indirect, of whatever nature. If District Representative establishes uniform codes of accounts for the project, Contractor shall use such codes in identifying its records and accounts. District Representative or their representatives shall have the right to examine and copy at all reasonable times, with advance notification, Contractor's records and accounts for the

limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract Price adjustments and claims. Contractor shall make all records and accounts available to the District for inspection and copying at the District's main offices in East Wenatchee, Washington.

GC-26 DISTRICT'S USE OF CONSTRUCTION AND/OR EQUIPMENT

- A. The District shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the work after the time for completion of the work has expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Small Works Bid Document.
- B. The District shall be responsible for damages incurred as a result of use of the work except when such damages occur as a result of uncompleted work or faulty workmanship or materials. Prior to using any portion of the work, the District may notify the Contractor of inventory of work yet to be completed.
- C. During the progress of the work it may be necessary for the District to have access to the facilities to install certain material.
- D. The District shall have the right to operate all equipment as soon and as long as it is in operational condition, whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such times as directed and in such manner as shall cause the minimum interruption in the use of the equipment by the District.

GC-27 ENVIRONMENTAL CONTROL

The Contractor and Subcontractors shall comply with all applicable state and federal environmental regulations. Contractor shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, soil erosion and the introduction of any substances or materials into any stream, river, lake or any other body of water which may pollute or silt the water or constitute substances or materials deleterious to fish or wildlife. Further, Contractor shall use all reasonable efforts to maintain the site of the work free from fugitive dust (i.e. dust that becomes airborne or visual). Contractor shall be responsible for all cost of corrective measures required as a result of any pollution, erosion or siltation, including its effects on adjacent properties.

GC-28 TAXES

- A. Except for the Washington State retail sales and use taxes as may be levied upon the Small Works Bid Document, pursuant to RCW Chapters 82.08 and 89.12, the

Contract Price includes and the Contractor shall have the full exclusive liability for the payment of all taxes, levies, duties and assessments of every nature due and payable in connection with this Contract or its employees and Subcontractors performing works related to any Small Works Project.

- B. Washington State retail sales tax and use taxes levied upon the Small Works Bid Document pursuant to RCW Chapters 82.08 and 82.12 shall be excluded from the Total Bid Price and paid/reimbursed as follows:
1. If the Contractor has, or is required to have a valid Washington State sales tax identification number, the identification number shall be furnished to the District on the Bid Form. The Contractor shall make payment of said Washington State retail sales and use taxes and Contractor shall be reimbursed by the District for the same. Contractor shall be solely responsible for any interest or penalties arising from late or untimely payment of said taxes.
 2. If the Contractor is not required to have a valid Washington State sales tax identification number, it shall specify the same on the Bid Form. In such event, the District, after receiving proper invoices from Contractor, shall make payment of said Washington State retail sales and use taxes levied upon this Contract to the Washington State Department of Revenue.

GC-29 BOND IN LIEU OF RETAINAGE

Pursuant to RCW Chapter 60.28, the Contractor may submit a bond in lieu of the retainage that the District would otherwise keep under the terms of the Small Works Bid Document and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the Retainage Bond Form, a sample of which is provided with these Contract Documents (see Part II, Bid Forms/Contract). In the event the Contractor fails at any time to pay persons protected under RCW Chapter 60.28 or the District has reason to believe that the District or other obligee under the bond has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by the Contractor in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the District's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to the terms of the Bond.

GC-30 NON-WAIVER

No waiver of any provision of this Contract, or any rights or obligations of either Party under this Contract, shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either Party to require the performance of any term of this Contract or the waiver of either

Party of any breach under this Contract shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other Party hereto.

GC-31 PAYMENT AND PERFORMANCE BOND

Unless this provision is expressly waived by the District in writing, to assure compliance with the terms of the Contract Document and Small Works Bid Document, the Contractor shall furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the amount of any Contract Award, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This Payment and Performance Bond shall remain in force for a period of 365 days after Final Acceptance. The Payment and Performance Bond must be on the form provided with the Small Works Bid Document in Part II, Bid Forms/Contract titled "Performance and Payment Bond", a sample of which is included with these Contract Documents.

GC-32 AUTHORITY TO SIGN

A fully executed and properly notarized Signature Certification Form, confirming the authority of the person signing this Contract Document is required to be completed.

IN WITNESS WHEREOF, the parties hereto have executed this Contract under their several seals the day and year first above written; the name and corporate seal of each corporate party hereto being hereto affixed and these presents being duly executed in two counterparts by the proper officers of each thereunto duly authorized, each of which counterparts shall without proof or accounting for the other counterparts, be deemed an original Contract.

Contractor acknowledges that by signing below Contractor is expressly agreeing that all terms and conditions contained in this Small Works Contract shall be applicable to any work awarded to Contractor by the District pursuant to the District's Small Works Roster Program.

PUBLIC UTILITY DISTRICT NO. 1 _____
OF DOUGLAS COUNTY, WASHINGTON(Print full legal name of Contractor)

BY: _____
Gary R. Ivory, General Manager

BY: _____
TITLE: _____

SIGNATURE CERTIFICATION

(FOR CORPORATION)

STATE OF _____)

County of _____)

On this day personally appeared before me, (name) _____, to me known to be the (title) _____ of (company) _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument, and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of his or her knowledge.

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20 .

(Seal or Stamp)

Signature of Notary Public

Title
My Appointment Expires _____

(FOR PARTNERSHIP OR PROPRIETORSHIP)

STATE OF _____)

County of _____)

On this day personally appeared before me, (name) _____, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he or she executed the foregoing instrument at his or her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute said instrument and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of his or her knowledge.

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20 .

(Seal or Stamp)

Signature of Notary Public

Title
My Appointment Expires _____

SMALL WORKS BID NO. 28402

FOR

CONTRACT FIBER SPLICING

PERFORMANCE AND PAYMENT BOND

_____, herein Principal, and _____
_____, herein Surety, jointly and severally obligate ourselves, our heirs, executors,
administrators, assigns and successors, for payment to Public Utility District No. 1 of Douglas County,
Washington, in the sum of _____
_____ (\$_____).

Surety irrevocably agrees that the laws of the state of Washington bind it and that it is subject to the jurisdiction of the state of Washington.

THE CONDITION of the obligation of this bond is that:

1. On the ____ day of _____, 20___. Principal executed a contract with the District obligating itself to fully perform all terms, conditions and undertakings of that contract in strict compliance with the Contract Documents. This Performance and Payment Bond incorporates the Contract Documents in their entirety by reference.

2. If the Principal shall fully, properly, and timely perform and fulfill all the obligations, undertakings, agreements, terms, conditions, guarantees, and warranties of the contract in strict compliance with the Contract Documents and within the time(s) set therein, and shall indemnify and hold the District harmless from all costs and damages (including reasonable attorney fees) that the District may incur by reason of any failure of Principal to do so, and shall fully reimburse and repay the District for any and all expenses that it may incur in making good any such failure of performance by Principal, and shall promptly make payment to all persons, firms, partnerships, corporations, limited liability companies or others that shall supply labor, materials, services, goods, tools, supplies, equipment, transportation, supervision, utilities or other items for use in the Work and shall fully reimburse the District for any excess in cost of performance over the price set in the Contract Documents and any amendments thereto, occasioned by any default of the Principal under the contract and any amendments thereto, then these obligations shall be null and void, but otherwise the obligations shall remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of the Contract agreed to between Contractor and the District, and no forbearance on the part of the District, shall operate to relieve surety from any liability on this bond, and Surety hereby consents to any such alterations without further notice to or consent by Surety.

Dated this ____ day of _____, 20__.

"PRINCIPAL"

By: _____

"SURETY"

By: _____

Address of local office and agent,
and home offices of Surety Company:

SMALL WORKS BID NO. 28402

FOR

CONTRACT FIBER SPLICING

CERTIFICATE OF INSURANCE

INSURED: _____

**PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON, IS AN
ADDITIONAL INSURED ON EACH POLICY HEREIN**, for all activities of the above-named

insured relating to: Contract No. _____
Purchase Order No. _____

COMPANIES PROVIDING COVERAGE: _____

POLICY NO.: _____

COVERAGES (see GC-18)

<u>Type</u>	<u>Limits</u>	<u>Policy Expiration Date</u>
COMMERCIAL GENERAL LIABILITY		
_____ Owners/Contractor's Protective Liability	\$ _____	_____
_____ Premises and Operations	\$ _____	_____
_____ Products Liability	\$ _____	_____
_____ Completed Operations	\$ _____	_____
_____ Broad Form Blanket Contractual Liability	\$ _____	_____
_____ Broad Form Property Damage	\$ _____	_____
_____ Explosion, Collapse/Underground (XCU) Hazards	\$ _____	_____
_____ Watercraft Liability	\$ _____	_____
_____ Aircraft Liability	\$ _____	_____
_____ Personal Injury Liability	\$ _____	_____
_____ Hostile Fire Pollution Liability	\$ _____	_____

COVERAGES

<u>Type</u>	<u>Limits</u>	<u>Policy Expiration Date</u>
AUTOMOBILE LIABILITY This insurance covers all owned, non-owned, leased and hired automobiles, vehicles and equipment)	\$ _____	_____
EXCESS LIABILITY	\$ _____	_____
_____ Umbrella Form	\$ _____	_____
_____ Other Than Umbrella Form	\$ _____	_____
EMPLOYERS' LIABILITY	\$ _____	_____

DESCRIPTION OF RESTRICTIONS/SPECIAL ITEMS (if any): _____

All the insurance policies above, except Worker's Compensation and Automobile Liability provide a Severability of Interest or Cross Liability Clause, provide that the insurance shall be primary and not excess to or contributing with the insurance or self-insurance maintained by the District and name the District, its officers and employees as additional insureds.

All the insurance policies above provide for Waiver of Subrogation in favor of the District.

CANCELLATION: If any of the above described policies are canceled before the stated expiration date, the issuing company shall, not less than 10 business days prior to cancellation, deliver written notice of intended cancellation to Public Utility District No. 1 of Douglas County, Washington, 1151 Valley Mall Parkway, East Wenatchee, Washington, 98802.

AUTHORIZED REPRESENTATIVE:

_____ Date: _____

SMALL WORKS BID NO. 28402

FOR

CONTRACT FIBER SPLICING

CONTRACTOR'S REQUEST FOR HANDLING OF RETAINAGE

Contractor requests that amounts retained as RCW 60.28 provides be:
(Please check one)

- 1. Retained in a fund by the District
- 2. Deposited by the District in an interest-bearing account in a bank, mutual savings bank, or savings and loan association
- 3. Placed in escrow with a bank or trust company by the District
- 4. Contractor plans to submit, for the District's acceptance, a retainage bond (See IB 9.2)

If the District does not receive this request from the contractor, it will handle the retainage in compliance with 1 above.

If Contractor plans to submit a bond in lieu of retained funds (Retainage Bond), (see Part IV, Section 5) it must do so in full compliance with all requirements of RCW 60.28.011(6), and it shall so notify the District in writing. Until the District accepts from Contractor a Retainage Bond, the District will handle amounts retained in compliance with the terms of this request.

Contractor is to forward this request for handling of retainage to the following:

Public Utility District No. 1 of Douglas County, Washington
1151 Valley Mall Parkway
East Wenatchee, Washington 98802

Attention: Purchasing Department

"CONTRACTOR"

(Company Name)

By:

(Typed/Printed Name and Title)

SMALL WORKS BID NO. 28402

FOR

CONTRACT FIBER SPLICING

RETAINAGE BOND FORM

Principal and Surety, jointly and severally obligate ourselves, our heirs, executors, administrators, assigns, and successors for payment to Public Utility District No. 1 of Douglas County, Washington ("District"), and to claimants eligible to file a claim against amounts earned by the Principal and retained by the District in accordance with RCW 60.28 (the District and all persons authorized by law to make claims against the retainage are collectively referred to herein as "Obligees"), in the amount stated below, together with additional amounts equal to five percent (5%) of any additive Change Order(s) to the Contract.

The condition of the obligation of this Bond follows:

- (A) On the ___ day of _____, 20__, Principal executed a Contract _____ ("Contract") with the District for a public improvement.
- (B) As authorized by RCW 60.28 and the Contract, the District has retained or will retain funds for monies earned or to be earned by the Principal, whether this Bond is submitted before the Principal begins performance under the Contract, during performance, or after completion of performance.
- (C) Principal has submitted to the District this bond executed by itself and Surety, in the amount of _____ and 00/100 Dollars (\$_____), together with additional amounts equal to five percent (5%) of additive Change Order(s) to the Contract, if any, which amounts total five percent (5%) of the Contract Price.

If the Principal shall fully indemnify all Obligees from all losses which Obligees may sustain by virtue of release of retainage to Principal and shall pay any amounts which Obligees may recover on claims, together with costs of suit, attorney fees and interest to which Obligees may be entitled, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

1. Surety represents that it is authorized to issue surety bonds in the state of Washington. Surety submits to the exclusive jurisdiction of the courts of the

state of Washington and agrees that it is bound by the laws of the state of Washington. Venue for any action to enforce or interpret this Retainage Bond shall, at the District's option, be exclusively in a court of competent jurisdiction for Douglas County, Washington, or the United States District Court for the Eastern District of Washington.

2. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the amount of this bond unless Change Order(s), changes in quantities of work or materials provided or amendments to the Contract increase the amount the District is required to retain, in which case the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by five percent (5%). Surety acknowledges that increases in Contract Price may occur and hereby waives any defense of lack of notice of such increases.

The person signing this bond on behalf of Principal and the person signing on behalf of Surety each have full authority from their respective governing bodies to bind Principal and Surety by their signatures.

DATED this _____ day of _____, 20____.

"PRINCIPAL"

By: _____

"SURETY"

By: _____

Address of local office and agent,
and home offices of Surety Company:

PART III
ADDENDUM, CHANGE ORDER, AND PAYMENT FORMS
SECTION 1
FOR
SMALL WORKS BID NO. 28402
FOR
CONTRACT FIBER SPLICING
DEFINITIONS

The following forms are to be used as follows:

ADDENDUM – This form is used only by the District to make an interpretation, clarification, correction, qualification, or modification prior to the Bid Opening, in accordance with Part I, IB-3 “Examination of Documents”.

CHANGE ORDER – This form will be used by the District to make a change in the contract in accordance with GC-11 “Changes in Work”, in the “Small Works Contract” in Part II. The Contractor will be required to document the cost of any changes on the “Change Order Worksheet.”

PROGRESS PAYMENT REQUEST – This form is to be used by the Contractor to request a progress payment when allowed by GC-12 “Payment/Retainage” in the “Small Works Contract” in Part II and Part IV, SC-3 “Payment.”

REQUEST FOR FINAL PAYMENT, CERTIFICATE AND RELEASE – This form is used by the Contractor to request a one-time payment on a lump sum contract or to request payment of the funds retained by the District (retainage) on a progress payment contract. In the case where the Contractor has a retainage bond, this form shall be submitted along with the last Progress Payment Request indicating zero dollars are owing.

SECTION 2
FOR
SMALL WORKS BID NO. 28402
FOR
CONTRACT FIBER SPLICING

ADDENDUM

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON

Addendum No.: _____

Date: _____

DESCRIPTION OF ADDENDUM

AGREEMENT

All the terms and conditions of the Bid Document, except to the extent expressly modified by this and previous addenda (if any), remain in full force.

Dated this _____ day of _____, 20____.

PUBLIC UTILITY DISTRICT NO. 1 OF
DOUGLAS COUNTY, WASHINGTON

By: _____
Gary R. Ivory, General Manager

SECTION 3
FOR
SMALL WORKS BID NO. 28402
CONTRACT FIBER SPLICING

CHANGE ORDER

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON

Contract _____

Change Order No. _____

Date: _____

1. Detailed description of each change (include each additive change and each deductive change):

Description of Each Change	Price of Each Change

2. Total Change Order Price (increase or decrease in payment stated in § 3 of Contract Agreement): _____

(For any change for which there is an increase or a decrease in the payment specified in § 3 of the Contract Agreement, unless the change order price is set as provided in GC 11, Appendix A to this Change Order must be completed.)

3. Change Order Modification of Time: The _____ date called for in Section _____ of the contract is changed from _____ to _____.

4. Agreement

For good and valuable consideration, and in consideration of payment of the Change Order Amount (if any) stated in Section 2 above and of the modification of time (if any) stated in Section 3 above, Contractor agrees to the terms of this Change Order. By signing this Change Order, Contractor relinquishes any and all claims and/or damages, of any nature whatsoever, direct or indirect, known or unknown, it has or may have against the District, its employees or agents, arising out of any change described in § 1 above, except for claims for payment of that amount specified in § 2 above, (if any), and modification of time, (if any), listed in § 3 above.

All other terms, conditions, and provisions of the above specified Contract, except as expressly modified by this and previous change orders, remain in full force and effect.

DATED this _____ day of _____, 20__.

“CONTRACTOR”

(Company Name)

By: _____

Title: _____

(Typed/Printed Name and Title)

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

By: _____

Title: _____

CHANGE ORDER WORKSHEET

1. For each change described in § 1 of the Change Order, the Contractor shall provide the following:

1.1

LIST ALL LABOR, INCLUDING SOCIAL SECURITY & REQUIRED EMPLOYMENT CONTRIBUTIONS				
Number of Laborers	Job Classification	Hours	Rate	Total
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
			Total Labor Cost	\$

1.2

LIST ALL MATERIALS			
Quantity	Material Description	Unit Price	Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			Total Material Cost

1.3

LIST ALL EQUIPMENT		
Description	Unit Price	Amount
		\$
		\$
		\$
		\$

SECTION 4

FOR

SMALL WORKS BID NO. 28402

CONTRACT FIBER SPLICING

PROGRESS PAYMENT REQUEST

Date: _____

Progress Payment Number: _____

For the Period: _____

1. Original Contract Amount _____

2. Net Change Orders _____

3. Total Contract Amount to Date (#1 + #2) _____

4. Earned Prior to This Request (w/o Sales Tax) _____

5. Amount of this Request (w/o Sales Tax) _____

6. Balance of Contract to Date (#3 - #4 - #5) _____

7. Retainage on this Request (5% of #5) _____

8. Sales Tax (on #5) _____

9. Total amount Requested (#5 - #7 + #8) _____

Contractor warrants to Public Utility District No. 1 of Douglas County (“District”) that:

A. All persons, firms, corporations and other entities furnishing labor, employee benefits, materials, equipment and/or services in connection with the Work, at the request of and for or on behalf of Contractor, or any of its subcontractors, have been or will be paid in full in compliance with the Contract Agreement between Contractor and the District and all applicable laws 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 that has furnished labor, employee benefits, materials, equipment and/or services related to the Work, has any right to file a claim against the District or to file a claim or a lien against the retainage or bond, except as follows:

(None, unless otherwise stated).

B. There exist no federal, state or municipal taxes, warrants, levies or other charges,

unpaid or delinquent, that constitute an encumbrance, claim or lien against or on the retainage, the bond, or the District, relating to the Work. No government agency has any basis for filing a warrant, lien, levy or other encumbrance against the retainage, the bond, or the District in any way relating to the Work except as follows:

(None, unless otherwise stated).

C. All persons who have performed work in connection with the Work for which applicable law requires payment of prevailing wage have been properly paid in full compliance with the applicable prevailing wage rates and the approved Statement(s) of Intent to Pay Prevailing Wages on file with the District.

D. Contractor agrees to indemnify and hold the District harmless from any and all claims; liens, or suits that might be filed contrary to the warranties made in paragraphs A, B, and C above and to defend any such claims, liens, or suits without any cost, expense or damages to the District.

E. Except as expressly listed in paragraphs A and B above, the undersigned Contractor, in consideration for the Payment Amount stated in No. 9 above, hereby forever releases the District from any and all claims related to or connected with the Work during and preceding the above-stated period (with the exception of claims for retainage) and accepts the Payment Amount stated in No. 9 above as full compensation and consideration (except for retainage) for all Work through the above-stated period, including, but not limited to, payment for any and all change orders, miscellaneous charges, extra work, delays, loss of profits, loss of business opportunity, schedule disruption, impact costs, direct or indirect amounts, and any and all claims of any and every nature whatsoever.

F. The undersigned submits this request and release with a full understanding of its contents, and for the purpose of inducing the District to make payment on the assurance that there exist no retainage claims, no bond claims, no liens, no claims of any sort and no other encumbrances, except any expressly described in A and/or B above, arising from anything furnished by Contractor, any of its subcontractors, or by any persons, firms, corporations or others through Contractor, that may be asserted in any way against the retainage, bond, or against the District related to the Work.

G. Contractor and the person signing this progress payment request, regardless of whether he/she is signing in a representative capacity, specifically represent that Contractor and he/she have reviewed the records of Contractor and have personal knowledge that the contents of this Progress Payment Request are true, accurate, and complete. Contractor and the undersigned also represent that the undersigned has full authority to sign this request and to bind Contractor to its contents and to the warranties and representations that it contains.

The undersigned declares under penalty of perjury of the laws of the state of Washington that the preceding statements are true, accurate, complete, and correct.

“CONTRACTOR”

(Company Name)

By: _____

(Name, Title)

(Typed/Printed Name, Title)

(Place of Signing)

Contractor WA State License No. _____

Contractor WA State UBI No. _____

SECTION 5

FOR

SMALL WORKS BID NO. 28402

CONTRACT FIBER SPLICING

REQUEST FOR FINAL PAYMENT, CERTIFICATE AND RELEASE

1. Contractor warrants to the District that:

- (a) Contractor has fully and properly completed all Work.
- (b) Contractor has fully paid, in complete compliance with applicable law, for all labor, materials, equipment, services, taxes and all other costs and expenses relating to the Work. All persons who have performed work in connection with the Work for which applicable law requires payment of prevailing wage have been properly paid in compliance with the applicable prevailing wage rate(s) and the approved Statement(s) of Intent to Pay Prevailing Wages on file with the District.
- (c) The total amount due the Contractor from the District that remains unpaid is \$ _____.
- (d) The following constitutes a complete itemization of all claims or potential claims of any and every nature whatsoever that Contractor, any entity claiming through Contractor, any governmental entity, or any other person/entity has or may have against the retainage, any bond, the District, or Contractor related to or connected with the Work:

<u>CLAIM</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF CLAIM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Itemize all claims and amounts due. None unless otherwise stated.)

2. Contractor acknowledges and warrants to the District that this certificate and release constitutes a waiver of all claims that Contractor or any person or entity claiming through Contractor has or may have against the retainage, any bond, or the District arising out of or related to or connected with the Work except for unsettled claims that Contractor has specifically and expressly identified in Paragraph 1(d) above. In consideration of the payment of the amount stated in Paragraph 1(c) above, Contractor hereby releases the District from any and all claims, causes of action, and damages, of any and every nature whatsoever, whether known or unknown, it has or may have against the District, arising out of, related to or connected with the Work, except those amounts specifically and expressly listed in Paragraph

1(d) above. Contractor warrants that payment of the amount designated in Paragraph 1(c) above releases the District from any and all claims of any and every nature whatsoever arising out of or related to the Work. If for any reason the District does not pay in full the amount designated in Paragraph 1(c) above, any deduction by the District shall not affect the validity of this release, but the amount deducted shall be automatically included under Paragraph 1(d) above as an amount that the Contractor has not released but will release on payment of that amount.

3. Contractor agrees to indemnify and hold the District harmless from any and all claims, liens, or suits that might be filed contrary to the representations and warranties made herein and to defend any such claims, liens, or suits, without any cost, expense, or damages to the District.
4. Contractor and the person signing this request for final payment, certificate and release, regardless of whether he/she is signing in a representative capacity, specifically represent that Contractor and he/she have reviewed the records of Contractor and have personal knowledge that the contents of this request for final payment, certificate and release are true, accurate, and complete. Contractor and the undersigned also represent that the undersigned has full authority to sign this request certificate and release and to bind Contractor to its contents and to the warranties and representations that it contains.

The undersigned declares under penalty of perjury of the laws of the state of Washington that the preceding statements are true, accurate, complete, and correct.

DATED this _____ day of _____, 20_____.

“CONTRACTOR”

(Company Name)

(Name, Title)

(Typed/Printed Name, Title)

(Place of Signing)

(Contractor WA State UBI No.)

PART IV
SPECIAL CONDITIONS
FOR
SMALL WORKS BID NO. 28402
CONTRACT FIBER SPLICING

SC-1 DESCRIPTION OF THE WORK

The Work which Contractor shall perform includes: Splicing fiber optic cable and terminating CAT5 cable in Douglas County WA, per PART V. SPECIFICATIONS AND TECHNICAL PROVISIONS below.

SC-2 PERFORMANCE SCHEDULE

Contractor shall begin, perform and complete the Work in full compliance with the following schedule:

Date by which Work shall begin: August 17, 2020

Date by which Work shall be finally complete: June 30, 2021

On request, Contractor shall supply to the District its performance schedule and any updated performance schedule(s).

SC-3 PAYMENT

Progress payments will be made during the performance of the Work and will be based upon the amount of Work Satisfactorily completed. These payments will be made in accordance with the requirements of GC-12 and GC-13. Final payment will be made in compliance with GC-14. Acceptance/release of retainage will be made in compliance with GC-14.

SC-4 MODIFICATIONS OF GENERAL CONDITIONS

There are no modifications to the General Conditions.

SC-5 LIMITATION OF LIABILITY

Except to the extent of (a) Contractor's insurance, (b) liquidated damages assessed, (if applicable) or (c) breach of Contractor's patent indemnity obligations (if applicable), Contractor shall not be liable to the District either in contract or in tort (including negligence or strict liability) for consequential damages and/or indirect damages consisting of loss of profits, loss of revenue, or cost of replacement power, resulting from defects in Contractor's performance of its Work.

SC-6 OPTION TO RENEW

The District shall have the option, in its sole discretion, to renew the Contract Agreement for an additional year, ending June 30, 2022 and then again for a second additional year ending June 30, 2023. The total payment for the work under the renewal period shall not exceed the contract price of Two Hundred Thousand and no 100's (\$200,000.00) per year for each additional year.

All terms and conditions set forth herein shall stay in effect at the rates specified in the Bid Schedule for each renewal period, except that labor rates may be adjusted to reflect an increase in prevailing wages. Labor rates will only be increased by the exact amount of the increase in the prevailing wage rate. Adjustments to labor rates will not be considered in the middle of a contract period but only prior to renewing the contract for an extended period.

SC-7 FIRE PREVENTION

Contractor shall conform to all federal, state, county and municipal governmental regulations pertaining to burning, fire prevention and control within or adjacent to the Work. In addition, Contractor shall take all appropriate precautions to prevent any fire either within or adjacent to the Work, and it shall bear sole responsibility for all damage from fires caused directly or indirectly by its activities, or by those of its employees or of its subcontractors, or their employees.

SC-8 PROTECTION OF ENVIRONMENT AND NATURAL RESOURCES

Contractor must comply with all laws, rules, and regulations relating to environmental protection and preservation of public natural resources. Contractor bears sole responsibility of familiarizing itself with and complying with all such laws, rules, and regulations.

SC-9 PUBLIC SAFETY AND OTHER PROPERTY

Contractor shall conduct its operations so that it does not close or obstruct any portion of any highway, road, railroad, or other property until it has obtained from the proper entities all appropriate permits. If any highway, road, railroad or other property is required to be kept open and/or is damaged or rendered unsafe by Contractor's operations, Contractor shall, at its own sole expense, supply all temporary devices, guards, lights, signals, flagging, and anything else necessary or appropriate for public safety and in addition shall repair any damage caused by Contractor's operations. Contractor's actions must be acceptable to the authorities having jurisdiction, including the State Highway Department, the appropriate county road departments, the railroad, and any federal, state or local entity exercising jurisdiction.

Unless otherwise specifically provided in the Contract Documents, Contractor shall not do any work that will damage any irrigation ditch or piping, or other structure, nor enter upon the right-of-way of lands of another until having secured prior authorization from the proper entity. Before Contractor begins work, it shall give all appropriate entities timely notice of its intention to do so.

The Contractor shall preserve and protect all cultivated and planted areas and vegetation including but not limited to trees, shrubs and grass outside the limits of land specifically designated as the work area and replace the same inside those limits.

SC-10 SUSPENSION OF CONSTRUCTION

(a) Whenever, in the District's opinion, conditions are unfavorable to prosecution of the Work or Contractor has failed to comply with any provisions of the Contract, the District may immediately direct temporary suspension of the Work, either wholly or in part, for a period up to forty-eight (48) hours by delivering to Contractor written notice of temporary suspension that specifies the basis for the notice. Upon receipt of such written notice, the Contractor shall immediately suspend operations on that which the notice specifies. Any temporary suspension of work by the District shall not relieve the Contractor of its obligations under the Contract. Contractor shall not be entitled to any additional payment, or any extension of time arising from such temporary suspension if the temporary suspension is directed because of the Contractor's failure to comply with any provisions of the Contract.

The District may at any time order an extended suspension of the Work, or any part thereof, for any length of time by giving ten (10) days prior written notice to the Contractor. Upon receipt of such notice, Contractor shall suspend operations on that part of the Work that the District's written notice specifies. Contractor shall resume the Work within ten (10) days after the date specified in the written notice from the District to the Contractor. If the extended suspension that this subparagraph describes issues because of a reason other than the failure of Contractor or any of its subcontractors or suppliers to fully comply with the Contract Documents or the fault or error of the Contractor or any of its subcontractors or suppliers and suppliers, Contractor, if it deems itself entitled to additional payment or a time extension because of the extended suspension, must strictly comply with all requirements of GC-11, GC-15 and GC-24 as a precondition to any entitlement to additional payment or a time extension.

PART V
SPECIFICATIONS AND TECHNICAL PROVISIONS
FOR
SMALL WORKS BID NO. 28402
CONTRACT FIBER SPLICING

SP-1.1 QUANTITY OF WORK

ALL QUANTITIES IN BIDDING SCHEDULE ARE FOR BID COMPARISON ONLY AND ARE NOT A GUARANTEE OF THE QUANTITY OF WORK TO BE PERFORMED UNDER THIS CONTRACT. Each Unit is a per hour rate as specified in the Bidding Schedule. Splicing jobs North of Douglas County WA Roads 8 NW and 8 NE will shop out of Bridgeport, WA, splice work South of Roads 8 NW and 8 NE will shop out of East Wenatchee, WA. The contractor is responsible for staging and storage of all vehicles and materials. The Contractor shall include any and all related charges for supervision, scheduling, or documentation of its employees in the unit pricing. It shall be the Bidder's responsibility to carefully read each Unit Descriptions for requirements and obtain any information needed to determine vehicles, tools, and test equipment necessary to perform all work required by the District.

SP-1.2 SP/IN, SPLICER/INSTALLER

This unit shall consist of an hourly rate to perform the work required on the District's Communications System. This unit will require the work needed to perform Fiber Optic cable splicing, Customer Fiber Optic and Category 5 or Category 6 cable installations, and testing of the Communication cables, splices, and terminations with any documentation required by the District, including but not limited to OTDR readings and patch panel assignments. This unit shall include all miscellaneous tools and test equipment required to perform Fiber Optics splicing, Customer installations, and testing required by the District.

SP-1.3 VN/TR, SPLICE VEHICLE/TRAILER

This unit is an hourly rate and shall consist of transportation for the Splicer/Installer capable of transporting the tools, materials, work space, and equipment necessary to perform Fiber Optic cable splicing, Customer Network installations, and testing of the Communications Network. This unit has the possibility of being one of several different types of vehicle available for doing this work. Examples could be a Splicing Van, Splicing Pickup/Trailer, Pickup/Tent, or Service Truck. It shall be at the District's discretion what equipment they deem necessary to perform the work. There can only be one of these units per Splicer/Installer for billing purposes.

SP-1.4 BT/TR, BUCKET TRUCK/TRAILER

This unit is an hourly rate and shall meet the same criteria as the Splice Van/Trailer unit. This unit shall have a forty (40) foot working height. This unit shall replace the VN/TR unit per Splicer/Installer and not be an addition to the VN/TR unit rate per Splicer/Installer.

PART VI
PREVAILING WAGE RATES
FOR
SMALL WORKS BID NO. 28402
CONTRACT FIBER SPLICING

Douglas County – Journey Level Rates – Effective on the date of Bid Opening.

These rates and the benefit key code are available on the Washington State Department of Labor & Industry’s website at:

<https://fortress.wa.gov/lni/wagelookup/PrvWageLookUp.aspx>

The rate schedules are also available for viewing in the Purchasing Department located at the District’s Office in East Wenatchee, WA. Further, the District will mail a hard copy of these rates upon written request.

PART VII
CONTRACT DRAWINGS
FOR
SMALL WORKS BID NO. 28402
CONTRACT FIBER SPLICING

NONE