

Bid No. 15-30

UNLEADED AND DIESEL FUEL SUPPLY

PUBLIC UTILITY DISTRICT NO. 1
of



CHELAN COUNTY

PROCUREMENT AND CONTRACT SERVICES

P.O. Box 1231 (98807)
327B North Wenatchee Avenue
Wenatchee, WA 98801
(509) 661-4479 or (888) 663-8121
http://www.chelanpud.org/cf/PCS_Bids



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INSTRUCTIONS TO BIDDERS

ITB-1 RECEIPT AND OPENING OF BIDS

Public Utility District No. 1 of Chelan County, Washington (herein called the "District"), invites bids on the forms contained in these Contract Documents (see Exhibits). All blanks must be appropriately filled in. The envelopes containing the bids must be sealed, addressed and delivered to **Mark Belton**, Procurement and Contract Services, Public Utility District No. 1 of Chelan County, at office at 327B North Wenatchee Avenue, Wenatchee, Washington 98801 (P. O. Box 1231, Wenatchee, WA 98807) and designated as Bid No. 15-30 for Unleaded and Diesel Fuel Supply. Bids will be publicly opened and read aloud at 2:00 pm, Pacific Time, July 26, 2015. E-mail bids are not allowed. The District may waive any informalities or immaterial irregularities, as authorized by applicable law, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered except as otherwise permitted by these Contract Documents. No Bidder may withdraw a bid during the time the Bid Form states the bid shall remain in force.

ITB-2 PREPARATION OF BIDS / BID PRICE

Each bid must be submitted on the prescribed forms contained in the Contract Documents (see Exhibits). All blank spaces for bid prices must be filled in, in ink or typewritten, signed, and shall include, but is not limited to, the following:

- Original of the executed Bid Form.
- Acknowledgment of receipt of Addenda to Contract Documents on Bid Form.
- Bid Bond, or certified or cashier's check.

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

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

ITB-3 MONETARY REQUIREMENT

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



ITB-4 CLARIFICATIONS / BID WITHDRAWAL

Any Bidder may submit data to clarify its bid in a sealed envelope at any time prior to the scheduled closing time for receipt of bids. A Bidder may withdraw its bid before the time set for opening sealed bids, but may not do so once that time arrives.

ITB-5 BID BOND OR DEPOSIT

Each bid must be accompanied by a certified or cashier's check, payable to the order of Public Utility District No. 1 of Chelan County, Washington for a sum of five percent (5%) of the Bid Price or by a Bid Bond, in the form included in these Contract Documents, unless otherwise specified on the Bid Bond (see Exhibits).

The Bid Bond shall be issued by a corporate surety licensed to do business in the State of Washington, and acceptable to the District. The Bid Bond shall be accompanied by a certified copy of the power of attorney authorizing the attorney-in-fact of the corporate surety to execute and deliver the Bond on behalf of the surety, together with a currently executed certificate of an authorized officer of the surety stating that the power of attorney is in full force and effect. The Bid Bonds, certified or cashier's checks of all Bidders will be returned without interest after the Contract has been awarded to the successful Bidder, except that of the successful Bidder which shall be retained until the Contract is executed. The Bid Bond shall be at the expense of the Bidder. The amount of the certified or cashier's check, if furnished, or Bid Bond will be forfeited to the District as liquidated damages unless the successful Bidder enters into a Contract in accordance with its bid within ten (10) days after it is notified that it is the successful Bidder. The defaulting Bidder shall not be the lowest responsible Bidder and the District may then select the lowest responsible Bidder and deliver a Notice of Award to such Bidder.

ITB-6 EXAMINATION / CLARIFICATION OF CONTRACT DOCUMENTS

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

If a Bidder requires clarification of the Contract Documents, the Bidder shall at once forward to the District a written request for interpretation, clarification, or qualification before submitting its bid. The Bidder making this request is solely responsible for its timely receipt. The District will reply only in the form of written Addenda. The District shall neither be bound by, nor responsible for, any explanations, interpretations, clarifications, or qualifications of the Contract Document other than those given in written Addenda as specified in this paragraph. A BIDDER'S FAILURE TO FOLLOW THE PROCEDURE DESCRIBED IN THIS PARAGRAPH SHALL BE A BASIS FOR



REJECTING ITS BID. No interpretation, clarification, qualification, amendment, or modification shall be valid unless set forth in an Addendum issued by the District. The District shall not be bound by, and hereby objects to, any term, condition or other provision which is different from or in addition to that contained in the Contract Document or the written Addenda.

PLEASE NOTE THAT ATTEMPTS BY ANY BIDDER TO QUALIFY ITS BID PROPOSAL BY SUBMITTING WITH IT "STANDARD CONDITIONS," "STANDARD TERMS," MODIFICATIONS TO THE GENERAL AND/OR SPECIFIC REQUIREMENTS, OR THE LIKE, WITHOUT COMPLYING WITH THE PROCEDURES SET OUT IN THE IMMEDIATELY PRECEDING PARAGRAPH MAY CONSTITUTE A BASIS FOR REJECTION OF THE BID. TO THE EXTENT ANY SUCH QUALIFICATIONS ACCOMPANY BIDDER'S BID PROPOSAL, THE DISTRICT SHALL BE ENTITLED TO CONSIDER THOSE STATEMENTS AS NULL, VOID AND OF NO EFFECT IN AWARD OF THE CONTRACT.

ITB-7 EXCEPTIONS TO CONTRACT DOCUMENTS

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

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

ITB-8 EVALUATION OF BIDS

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

- Experience, technical qualifications, skill, ability and capacity of the Bidder.
- Character and record of performance of the Bidder.
- Ability of the Bidder to perform the Contract within the time specified
- Thoroughness of Bidder's compliance with and completion of data requests to the extent it impacts the District's ability to compare Bid Proposals and verify compliance with Specifications.
- Qualifications and eligibility of Bidder to receive an award of the Contract under applicable laws and regulations.



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- Such other information as may be secured having a bearing on the decision to award the Contract, including, but not limited to, prior safety violations and lawsuits.

ITB-9 CONTRACT AWARD

The District reserves the right to reject any or all bids, and to waive any informality or immaterial irregularity in the bids received. The District reserves the right to let the Contract to the lowest responsible Bidder, whose bid will be most advantageous to the District, price and other factors considered.

The Contract award must comply with the State of Washington laws governing Public Utility Districts which provide that no Contract shall be let for more than fifteen percent (15%) in excess of the District's estimated cost of materials or work.

The acceptance of a Bid Proposal will be evidenced by a Notice of Award in writing signed by an authorized representative of the District's Procurement and Contract Services Department and delivered to the Bidder whose Bid Proposal is accepted. No other act of the District shall constitute acceptance of a Bid Proposal. Timely acceptance of a Bid Proposal shall obligate the Bidder whose Bid Proposal is accepted to execute the Contract set forth in these Contract Documents.

END OF INSTRUCTIONS TO BIDDERS



GENERAL CONDITIONS

GC-1 DEFINITIONS

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

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

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

APPROVED – Approval by the Engineer and by appropriate government officials according to applicable codes, and consistent with any applicable quality standards.

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

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

BID BOND – The approved surety bond form as provided in Exhibits – Bid Bond, submitted by a Bidder and its Surety along with the Bid Proposal in satisfaction of RCW 54.04.080 and to guarantee payment of damages for failure or refusal of the successful Bidder to enter into a Contract with the District following Notice of Award of bid.

BID PRICE(S) – The sum(s) stated on the Bid Form (Exhibits – Bid Form), for which the Bidder offers to enter into a Contract with the District.

BID PROPOSAL – The written offer by the Bidder to perform the Contract under the conditions specified and submitted on the Bid Form set forth in Exhibits.

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



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COMPLETION – Completion of the Contract, which is the last date of performance under the Contract to comply with the Contract Documents to the reasonable satisfaction and acceptance by the District.

CONTRACT – The signed agreement, a sample of which is located in Exhibits - Contract of these Contract Documents and all legal obligations created by execution of said agreement.

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

- Addenda
- Advertisement for Bids
- Bid Proposal
- Contract
- Contract Drawings
- Field Work Order/Change Orders
- General Conditions
- Instructions to Bidders
- Notice of Award
- Notice to Proceed
- Specifications
- Specific Requirements

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

CONTRACT DRAWINGS – A pictorial description of the items to be furnished or copies thereof, which is included as a part of the Contract Documents, as modified by Addenda, Field Work Order/Change Orders to the Contract. "Contract Drawings" shall include the drawings issued to Bidders to delineate the scope. Only those drawings prepared on the standard title block sheet of the District shall be "Contract Drawings."

CONTRACT PRICE – The total sum stated on the Contract, but excluding Washington State Sales Tax, as adjusted by any Field Work Order/Change Orders, for which the Contractor agrees to perform as required by the Contract Documents.

CONTRACT TIME – The time designated in the Contract Documents for Completion of the Contract as required by the Contract Documents. The Contract Time may be modified only by Field Work Order/Change Order. Unless otherwise specified in these



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Contract Documents, the Contract Time shall begin to run from the date specified on the Notice of Award.

CONTRACTOR – The entity, person, firm or corporation whose Bid Proposal has been accepted by the District and who, together with the District, has executed the Contract required by the Contract Documents.

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

DOLLARS – Currency of the United States.

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

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

ENGINEER'S INSTRUCTION – A written statement and/or drawing delivered to the Contractor by the Engineer which directs the Contractor to perform any act or acts related to the Contract or clarifies an issue concerning the Contract Drawings or Specifications.

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

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

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

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



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

INSPECTORS – Those individuals designated by the District to inspect, measure and test under direction of the Project Engineer.

NOTICE OF AWARD – Written notification to the successful Bidder of the District's acceptance of the bid of said Bidder. A sample form can be found in Exhibits – Notice of Award. Contract Time may start upon receipt of the Notice of Award if so specified in the Contract Documents.

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

OWNER – Synonymous with the term "District."

PROVIDE – To furnish and deliver.

REQUEST FOR PAYMENT – A written statement from the Contractor to the District requesting payment of some or all of the Contract Price and sales or use taxes.

SATISFACTORY – Satisfactory to the District.

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

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

STOP WORK DIRECTIVE – A written statement delivered to the Contractor which directs the Contractor to discontinue performance on specific items.

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

SUBSTANTIAL COMPLETION – When the Contract has been performed to the extent that the District has full use and benefit of the items both from the operational and safety



standpoint, and only minor incidental items such as operation and maintenance instructions, warranties, and the like remains to physically complete the total Contract, the Engineer may determine the Contract is substantially complete.

SURETY – The person, entity or corporation who assumes the obligations of a surety by executing a surety bond or bonds payable to the District and to other indemnities, as applicable, guaranteeing one or more of the following: the successful Bidder will execute a Contract, perform the Contract, and pay in full all Subcontractors and laborers, materialmen, mechanics and suppliers to the Contractor and any Subcontractor.

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

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

GC-2 ACCESS TO RECORDS

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

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

GC-3 CORPORATE AUTHORITY; BINDING SIGNATURES

Each of the individuals executing this Contract or any document required by the Contract Documents on behalf of the Contractor warrants they are an authorized signatory of the entity for which they are signing, and has sufficient corporate authority to execute this Contract.



GC-4 INTENT OF DOCUMENTS

It is the intent of the Contract Documents to specify and set forth a complete operational unit, units, or system ready for use regardless of whether or not every detail has been set forth in the Contract Documents. Any omission of details from the Contract Documents shall not be construed to mean that they are to be omitted by the Contractor or to affect in any way the completeness of the items to be furnished. The cost of such details shall be included in the Contract Price. When materials, methods, labor or equipment are described in words which when so applied have well-known or technical trade meanings, these descriptions shall be held to refer to such meanings.

GC-5 CLARIFICATION OF CONTRACT DOCUMENTS

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

To avoid any disputes which might arise as to the meaning of anything contained in the Contract Documents, or any alleged error, omission or discrepancy therein, the Engineer's opinion as to the true intent and meaning, and the Engineer's interpretations thereof, shall be binding and final.

GC-6 CONTRACT DRAWINGS AND INSTRUCTIONS

The Engineer may issue additional information during the term of the Contract by means of an Engineer's Instruction, and/or drawings to add detail to the Contract Documents and facilitate the successful Completion of the Contract. All such Engineer's Instructions, Contract Drawings, and other clarifying information shall be consistent with the Contract Documents and shall be developments thereof and reasonably inferable therefrom.

All Work shall be furnished in strict conformity with the Contract Documents and to the exact dimensions fixed thereby.

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



GC-7 REFERENCED STANDARDS & SPECIFICATIONS

Reference in the Specifications to codes, standards and specifications promulgated by local, state and/or federal authorities, professional or technical associations, institutes or societies, are intended to mean the latest edition of each such code, standard or specification adopted and published as of the date of the Contract, except where otherwise specifically indicated. Each such code, standard or specification referred to shall be considered a part of the Specifications to the same extent as if reproduced therein in full.

GC-8 WORKMANSHIP OF CONTRACTOR

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

GC-9 COMPLIANCE WITH CONTRACT DOCUMENTS

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

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



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

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

GC-10 INSPECTION AND REJECTED WORK

The Engineer will have the right to reject defective items. Rejected items shall be satisfactorily replaced with proper items and the Contractor shall remove rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected items, the District may, by contract or otherwise, replace such material or correct such Work and charge the cost thereof to the Contractor.

The Contractor is not relieved of any obligations to fulfill the Contract as prescribed, and defects shall be corrected and unsuitable materials shall be rejected by the District and replaced by the Contractor.

GC-11 STOP WORK DIRECTIVE

Where, in the judgment of the Engineer, the Contractor is performing contrary to the conditions and terms of the Contract, the Engineer will notify the Contractor of any such situation in writing.

If, after this notification by the Engineer, the Contractor does not commence appropriate corrective action to the satisfaction of the Engineer, the Engineer may issue a Stop Work Directive (SWD) and so notify the Contractor in writing.

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



GC-12 WARRANTY

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

If the Work does not meet the warranties specified above, the Contractor, after receipt of written notice from the District, shall immediately correct any defect or deficiency, including nonconformance with the Specifications. The cost of labor, materials and equipment associated with such repair or replacement shall be borne by the Contractor.

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

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

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

The warranty provided herein is in addition to, and not in lieu of, any other guarantees, warranties, rights or remedies that may otherwise be available under applicable law to the District, and shall not in any way limit the same. **IMPORTANT:** Warranty terms may be stated in Specific Requirements or Specifications, which may amend or replace some or all of the terms of this Warranty section.

GC-13 INDEMNITY

The Contractor covenants and agrees that it will indemnify and hold harmless the District and any and all of the District's officers, principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect, arising in any way out of the performance of this Contract (including, but not limited to contractual claims, lien claims, retainage claims, extra work claims, bodily injury and property damage) to which the District or said other indemnitees may be put or subject by reason of any act, action, neglect, omission or default under this Contract on the part of the



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Contractor or any or any of the Contractor's officers, principals, agents, or employees. The indemnity provision shall be specifically subject to RCW 4.24.115 (or as amended). Contractor's indemnity obligations shall survive the Completion and final acceptance of the Contract, and shall only terminate upon final satisfaction by the Contractor of all such suits, claims or other proceedings.

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

The Contractor's submission of a bid under these Contract Documents and execution of the Contract constitutes Contractor's conscious and intentional acceptance of the terms of this section and the Contractor's express waiver of any and all statutory immunity provided by the Washington State Industrial Insurance Act, RCW Title 51, with regard to all rights of the indemnitees stated herein. **THE TERMS OF THIS SECTION, SPECIFICALLY INCLUDING THE PRECEDING WAIVER OF IMMUNITY, SHALL BE DEEMED MUTUALLY NEGOTIATED TO THE FULLEST EXTENT ALLOWED BY THE LAWS OF WASHINGTON APPLICABLE TO THE DISTRICT CONCERNING BIDDING AND AWARD OF CONTRACTS FOR PUBLIC WORKS.**

GC-14 SUBCONTRACTORS

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

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

If the District concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the District, remove the Subcontractor performing such Work. Such



removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all other requirements of the Contract.

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

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

GC-15 ACCEPTANCE AND REJECTION OF MATERIALS OR EQUIPMENT

The District shall not be deemed to have accepted any materials or equipment prior to the completion of inspection and testing for the purpose of ascertaining whether the materials and equipment are as represented and contracted for. At the District's option, such tests may be made either at the factory before shipment, or upon receipt of material, or in the field after the erection and installation, or all of the above. Additional inspection and/or testing requirements may be stated in Specific Requirements or Specifications.

If inspection or testing show the materials or equipment to be not as represented or contracted for, the District may refuse to accept the same if the Contractor is unable to remedy the fault after having been given reasonable opportunity in which to do so under the circumstances. The Contractor must remove or correct the non-conforming material at the Contractor's sole expense. The reasonable time to remedy the fault shall be determined by the District. Inspection upon delivery shall not constitute acceptance unless stated in Specific Requirements or Specifications.

GC-16 TERMINATION FOR DEFAULT / NONCOMPLIANCE

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

- The Contractor abandons the Contract.



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- The Contractor fails to supply workers with relevant experience and sufficient skills, suitable materials or suitable equipment, or performs at a lesser quality than specified in the Contract Documents.
- The Contractor fails to fully maintain the schedule or fails to fully meet any of the schedules or milestone dates specified in the Contract Documents.
- The Contractor violates laws, regulations or orders of any public body having jurisdiction, violates any policy of the District, or does not comply with instructions or directives from the Engineer, or disregards the authority of the Project Engineer.
- The Contractor fails to make prompt payment for labor, materials, supplies, equipment.
- The Contractor fails to comply with the conditions, Specifications or provisions of the Contract Documents.
- The Contractor is careless or incompetent as determined by the District.
- The Contractor ceases or is unable to pay its debts as they mature, or authorizes or takes any action under bankruptcy or reorganization, readjustment of debt, insolvency, liquidation or other similar laws, or proceedings under any such laws that are instituted against it.
- The Contractor assigns the Contract or sublets the Contract without first obtaining the District's permission.
- The Contractor receives a Stop Work Directive and fails to take corrective action.
- The Contractor receives multiple Stop Work Directives.
- The Contractor fails to pay attorneys fees and costs as provided in the General Conditions.
- The Contractor is otherwise in violation of any material provision of the Contract.

Consequences of Default – The District shall provide written notice of default. In the event Contractor fails to correct the default within ten (10) calendar days after written notice of default, the District may terminate the Contractor's right to proceed with all or any portion of the work. 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 the Contract. The District's right to liquidated damages (if specified in the Contract) 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.

The District's termination of a Contract shall not affect any rights of the District against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the District due to the Contractor shall not release the Contractor from liability.

Noncompliance – The Contractor shall, upon receipt of written notice of noncompliance with any provision of this Contract and the action to be taken,



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

GC-17 TERMINATION FOR CONVENIENCE

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

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

- stop the Work on the date and to the extent specified in the notice of termination;
- place no further orders or subcontracts for services, equipment or materials relating to the terminated portion of the Work;
- terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination as directed by the District;
- if requested by the District, assign to the District, in the manner and to the extent directed by it, all of the rights, title and interest of Contractor under the orders or subcontracts so terminated, in which case District shall have the right, if it elects to do so, to settle or pay any or all claims relating to the termination of such orders and subcontracts;
- if requested by the District, settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts in a Satisfactory manner;
- deliver to the District, when and as directed by the District, all documents and all property and transfer title to such property to the District to the extent not already transferred; and
- to the extent requested by the District, assist the District in maintaining, protecting, and/or disposing of Work in progress, tools, equipment and materials acquired or utilized by Contractor relating to the Work.

In the event of such termination, Contractor waives any claim for damages, including but not limited to, any claims for loss of anticipated profits, and agrees to accept in full settlement of all claims by Contractor and any Subcontractors or suppliers such proportion of the Contract Price due to Contractor under this Contract as the Work actually completed bears to the entire Work to be performed by Contractor under this Contract, as determined by the District, less any payments already made to Contractor



and less any amounts withheld by the District to settle claims against or to pay indebtedness of Contractor in accordance with the provisions of this Contract. In the event of such termination, Contractor shall be entitled to no payment beyond that specified in this paragraph and Contractor shall defend, indemnify and hold the District harmless of all claims for amounts other than the above, including but not limited to, all claims for lost profit, loss of business expectancy, and the like.

GC-18 NOTICES

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

GC-19 ASSIGNMENT OF CONTRACT

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

GC-20 WAIVER AND MODIFICATION

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

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

GC-21 PATENTS AND ROYALTIES

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

When notified and authorized in writing by the District, the Contractor shall defend, at the Contractor's expense, any suit or proceeding brought against the District so far as



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

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

GC-22 LIABILITY OF CONTRACTOR

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

GC-23 APPLICABLE LAW/COURT COSTS/ATTORNEYS FEES

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

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



Washington. Contractor submits to the exclusive jurisdiction of the courts of the State of Washington. Venue for any lawsuit arising from these Contract Documents or performance under the Contract shall be in Chelan County Superior Court, Chelan County, Washington.

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

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

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

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

GC-24 PUBLIC RECORD/CONFIDENTIAL INFORMATION

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

If Contractor considers any portion of the Materials to be protected from disclosure under the law, Contractor must clearly mark on each page and/or individual piece (collectively referred to in this Section as "Record") (as opposed to marking only the first page or a cover page to a Record) on the bottom or top of each Record in a manner which makes the words immediately obvious and identifiable, the following words, all capitalized: "PROPRIETARY AND CONFIDENTIAL." A Contractor which does not do this agrees, for itself and any Subcontractor, partner, or other person or entity whose



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Material is used in connection with or incorporated into the Contract, that each Record, which is not marked, may be inspected and copied by the public and further that the District may disclose the same to the public for such purposes.

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

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

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

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

GC-25 COMMENCEMENT OF WORK

Unless otherwise specified, Contractor shall commence Work upon receipt of District's Notice of Award. The Contractor shall assure the completion of the Contract within the



Contract Time stated in the Contract Documents, unless otherwise directed in writing by the District.

GC-26 CONTRACT COMPLETION

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

GC-27 CHANGES IN THE WORK - FIELD WORK ORDER/CHANGE ORDERS

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

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

- Unit Prices specified in the Unit Price Schedule for Changed Work, if any.
- Unit Prices specified on the Contractor's Bid Form, if any.
- An agreed lump sum.

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

GC-28 CONTRACTOR'S CLAIMS

If at any time the Contractor claims that the District may, for any reason, owe it damages, additional payment, or a time extension, the Contractor must file a written claim with the District in strict compliance with this Section. The written claim shall set out a detailed, factual statement of the claim for additional compensation or for additional time: (1) listing the date on which facts arose that gave rise to the claim; (2) identifying any documents and/or oral statements that support the claim; (3) listing for time extensions claimed the specific dates for which the extension is sought and the reasons Contractor claims a time extension should be granted for the dates identified,



and (4) listing for additional compensation sought a breakdown of labor, materials, equipment, overhead and any other amounts claimed. Contractor must deliver to the District a written notice that fully complies with the above requirements no later than ten (10) days after the event giving rise to the claim occurred and before proceeding with any Work upon which the claim is based. Failure to provide the written notification in strict compliance with the above requirements (including but not limited to contents of notice and time of notice) shall constitute an absolute waiver of any such claim. No act, admission or knowledge, actual or constructive, of the District or the Engineer or any District employee shall in any way constitute a waiver of the above requirements, unless the District provides the Contractor with an express, unequivocal written waiver of the specific requirement being waived.

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

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

GC-29 DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Contract by any of the causes listed below, the Contract Time may be extended by Field Work Order/Change Order for such reasonable time as the District shall determine. All decisions by the District regarding extensions of time shall be final.

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

All claims for extension of the Contract Time shall be made in writing and submitted to the District in accordance with General Conditions, Contractor's Claims, no more than ten (10) days after the Contractor knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one (1) claim is necessary.

Avoidable delays in the prosecution or completion of the Contract, for which no time extension shall be granted, shall include all delays which in the opinion of the District could have been avoided by the exercise of care, prudence, foresight and diligence on



the part of the Contractor. The following shall constitute avoidable delays within the meaning of the Contract and shall not be a basis for an extension of the Contract Time:

- delays caused by rejected claims for extension of time by Contractor;
- delays caused due to rejected items.

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

GC-30 TIME AND MANNER OF PAYMENT TO CONTRACTOR

Unless otherwise specified, following delivery of each order under this Contract, the Contractor may submit to the District for approval an invoice for the items delivered. Within 30 days after receipt of a properly completed invoice or receipt of goods, whichever is later, the amounts so determined, less previous payments and less such sums as the District may be entitled to retain under the provisions of the Contract, shall be paid to the Contractor (see General Conditions, Payments Withheld).

The Contractor shall advise the District, to the extent feasible, of all sales taxes and/or compensating use taxes paid to a state or political subdivision outside the State of Washington, in connection with the equipment and materials furnished.

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

Nothing in this paragraph or elsewhere in the General Conditions, shall make any laborers, materialmen, suppliers or Subcontractors third party beneficiaries of this Contract or obligate the District to withhold any funds except in the District's sole discretion. Pursuant to RCW 39.76, when all or a part of a payment is going to be withheld for unsatisfactory performance or if the payment request does not comply with the requirements of the Contract, the District shall notify the Contractor in writing within eight (8) working days after receipt of the payment request stating specifically why part or all of the payment is being withheld and what remedial action must be taken by the Contractor to receive the withheld amounts. When the above grounds are removed, payment shall be made within thirty (30) days for any amount withheld because of them.

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

The quantity to be paid for any item for which a Unit Price is fixed in the Contract shall be the number of units satisfactorily delivered in accordance with the Contract



Documents, as determined by the Engineer. The quantity to be paid for any item for which a lump sum price is fixed in the Contract shall be based on the percentage satisfactorily completed in accordance with the Contract Documents, as determined by the Engineer.

GC-31 PAYMENTS WITHHELD

The District may withhold the whole or part of any application for payment to such extent as may be reasonably necessary to protect itself from loss on account of:

- Defective or damaged work not remedied or warranties not met.
- Claims filed or reasonable evidence indicating filing of claims against the Contractor.
- Failure of the Contractor to make payments properly to Subcontractors or for materials, labor, or equipment.
- A reasonable doubt that the Contract can be completed for the balance then unpaid.
- Damage to or loss of District furnished materials or District property.
- Contractor's failure to meet any performance warranties required by the Contract Documents.
- Failure of the Contractor to provide all drawings, manuals, and other information required by the Contract.

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 in the Bid.

GC-32 TAXES

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

GC-33 SAFETY/SDS

Unless otherwise stated in Specific Requirements, the Contractor shall provide to the District's Project Manager prior to delivery of the materials, an Inventory List of Hazardous Chemicals (see Exhibits) and Safety Data Sheets (SDS) for all hazardous



products to be furnished by Contract or as part of this Contract. The SDS shall, at a minimum, meet the following criteria:

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

The Contractor shall provide to the Project Engineer additional SDS for any products not initially listed on the Inventory List of Hazardous Chemicals if required. The District reserves the right to determine the acceptability of the SDS submitted by Contractor. Failure of the Contractor to submit the required SDS as stated above may result in a Stop Work Directive or withholding of payments until the deficiency(ies) is corrected.

GC-34 HAZARDOUS SUBSTANCES AND ENVIRONMENTAL PROTECTION

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

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

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

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



GC-35 INSURANCE

1. Liability Insurance. The Contractor shall, at its own expense, carry and maintain Commercial General Liability Insurance including coverage for Contractual Liability and Completed Operations throughout the course of performance of the Work and for at least one (1) year following Completion and final acceptance of the Work. Such liability insurance shall indemnify the Contractor and its Subcontractors against loss from liability imposed by law upon, or assumed under Contract by, the Contractor or its Subcontractors for damages on account of such public liability, contractual liability, property damage, products liability or completed operations liability. SAID INSURANCE SHALL PROVIDE "OCCURRENCE" COVERAGE, NOT "CLAIMS MADE" COVERAGE. Said liability insurance shall have a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, including personal injury and death and property damage."
2. Automobile Insurance. The Contractor shall, at its own expense, carry and maintain automobile liability insurance covering any auto, truck or other motor vehicle used by the Contractor in connection with the Work. Such coverage shall have a combined single limit per occurrence for bodily injury and property damage of not less than \$1,000,000.
3. Pollution Liability Insurance. The Contractor shall, at its own expense, carry and maintain pollution legal liability insurance covering any fuel shipments by the Contractor in connection with the Work. Such coverage shall have a combined single limit per occurrence of not less than \$1,000,000.
4. The District shall be identified as an additional insured on all general liability policies required of the Contractor pursuant to these Contract Documents. The coverage afforded to the District as an insured shall be primary and not excess or contributing to any insurance held by the District or any District self insurance program. The insurance provided shall apply separately to each insured. This separate coverage requirement may be met by a cross liability clause, a severability of interest clause or an acceptable definition of the term "insured".
5. Deductible. No insurance policy required herein shall have a deductible or self-insured retention of more than \$50,000. In the event the Contractor's insurance program has a deductible in excess of \$50,000, the District reserves the right to waive the aforementioned condition following review and acceptance of Contractor's most current audited financial statement documenting financial security available to cover the deductible amount(s). Payment of deductibles and premiums are the sole responsibility of the Contractor. Deductible amounts applicable to any insurance specified under these Contract Documents shall be clearly set forth on the Insurance Coverage Checklist, Exhibits.



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6. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to reduction in the required limits of liability or amount of insurance until notice has been mailed to the District by the insuring company stating the date that such cancellation, lapse or reduction shall be effective, which date shall be not less than 30 days after the mailing of such notice. The Contractor shall not cause any insurance policy required under these Contract Documents to be canceled or permit any such policy to lapse unless replaced with no lapse in coverage.
7. Within ten (10) days after receipt of the Notice of Award, the Contractor shall file with the District certificates from its insurance companies certifying to the coverage of all insurance required herein. **IMPORTANT:** Work will not commence on the Project until the Contractor's Insurance Certificate, with required attachments, is received by and is acceptable to the District. The District reserves the right to determine the completeness and adequacy of the Contractor's Insurance Certificate, required attachments and the acceptability of deductible or self-insured retention levels. Renewal certificates are required prior to the expiration of the insurance policies. Failure to submit a renewal certificate or finalizing correction of minor deficiencies in the insurance documents to maintain compliance with the Contract may result in the withholding of progress payments until the deficiency(ies) is corrected.
8. All certificates of insurance shall be authenticated by the proper officer of the insurer and shall certify the name of those insured, the type and amount of the insurance, and the expiration date. Contractor shall submit with and as part of its Insurance Certificate a copy of all special or additional exclusions or endorsement riders and the completed Insurance Coverage Checklist. The Contractor's Insurance Certificate and attachments must clearly state the existence of all coverage and compliance with all insurance conditions required by these Contract Documents.
9. Delivery of Certificate. The completed Insurance Certificate with all necessary attachments shall be delivered to the District's Procurement & Contract Services Department.
10. Workers Compensation Insurance. In addition to such other insurance as may be required under this Contract, the Contractor and its Subcontractors, at their own expense, shall also maintain Workers Compensation Insurance in the amount and type required by law for all employees under this Contract who may come within the protection of workers compensation laws. Contractor hereby expressly waives its rights of subrogation against the District for any workers compensation claims arising out of this Contract. The Contractor and its Subcontractors shall maintain employer's liability insurance (or Stop Gap) in an amount and form and with a company or agency Satisfactory to the District for the benefit of all



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employees not protected by worker's compensation laws. Evidence of employer's liability insurance (or Stop Gap) shall be included on the Insurance Certificate. It is the Contractor's and its Subcontractor's sole responsibility to purchase and maintain coverage in compliance with the United States Longshoremen & Harborworkers Act (USL&H), Jones Act, or any federal law, state statute, or local ordinance which may be applicable to this Project.

11. The insurance coverage and benefits required herein, or in any other Contract Document, shall not be deemed to limit the Contractor's liability to the District or any third party. In the event the minimum insurance limits specified in this Contract Document are less than the maximum amount of insurance in effect for the Contractor at the time of claim or loss which arises from or is connected to the Work, Contractor affirmatively agrees that all insurance limits available to it will be extended to the District as additional insured.

GC-36 CONFLICT AND PRECEDENCE

The Contract Documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of the Contract, the Contract Documents shall take precedence in the following order:

- Field Work Order/Change Orders
- Contract
- Notice of Award
- Addenda
- Specifications
- Specific Requirements
- General Conditions
- Invitation and Instructions to Bidders
- Bid Proposal

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

END OF GENERAL CONDITIONS



SPECIFIC REQUIREMENTS

SR-1 SCOPE OF SUPPLY

The Contractor shall supply Unleaded and Diesel fuel to be used by the District and other various agencies permitted by the District. This bid is structured to allow for weekly fluctuations in the market price. Most fuel deliveries will be at the District's fueling center in Wenatchee, Washington, although the District will require fuel deliveries to other District fueling centers. The District may utilize the Contractor's bulk-plant for filling a fuel truck.

SR-2 CONTRACT TIME

The Contract term shall begin on the date specified in the written Notice to Proceed from the District and be effective for a two (2) year period. Thereafter, this Contract may be extended for up to two (2) additional one-year periods (or a portion of a year or multiple years) by mutual agreement between the District and Contractor and only if the Per Gallon Markup prices are not increased.

SR-3 PRICE DETERMINATION

Bidders are to specify on the Bid Price Schedule one Oil Price Information Service (OPIS) reference city for each of the line items. OPIS is a publication published by United Communications Group, 9737 Washington Blvd, Suite 200, Gaithersburg, MD 20878. A total of no more than two reference cities may be used in Bidder's bid. Bidders are to specify a firm fixed price also referred to as Per Gallon Markup (not subject to change) for each type of fuel listed. The Per Gallon Markup is to include all costs for overhead, profit, delivery, taxes, etc. (other than Washington State sales and excise taxes, as may be applicable) that are the responsibility of the Bidder. A maximum of four (4) numbers to the right of the decimal point, on a dollars per gallon basis, will be considered for evaluation and award purposes.

The Contractor shall maintain a subscription to OPIS during the entire Contract period to obtain bulk fuel prices directly related to the Contract. This publication shall be utilized to determine bulk fuel prices during the Contract period. NO OTHER PUBLICATIONS SHALL BE CONSIDERED.

For contract administration purposes the average rack price listed for:

- "Unl" = Unleaded, OPIS Gross up to 10% Ethanol.
- "Ultra LS No2 Dye" = No. 2 Ultra-low Sulfur Red Dyed diesel fuel, OPIS



- "Ultra LS No1 Dye" = Gross Ultra Low Sulfur Red Dye Distillate.
No. 1 Ultra-low Sulfur Red Dye diesel fuel, OPIS Gross Ultra Low Sulfur Red Dye Distillate.
- "B99 SME Red Dye bio-diesel" = OPIS Gross Wholesale B99 Red Dye SME bio-diesel.

SR-4 PRICE ESCALATION/DE-ESCALATION

Bulk fuel contract/invoice prices will increase or decrease during the Contract period. Only the reference city, provided by the Bidder on the Bid Form, average rack price shall be used for Contract Price adjustments. The effective date of Per Gallon Rack Price shall be the 9:00 a.m. Monday OPIS publication for orders placed in that week. The Per Gallon Average Rack Price shall be firm for orders placed through the following Sunday. In the event that the OPIS publication is not available on Monday, due to holidays, etc. the following day OPIS publication will be used. Every Monday, Contractor shall deliver to the Project Manager via email or fax the 9:00 a.m. OPIS average rack price. The invoice prices shall reflect the date that the District placed the order.

For the purpose of evaluating bids, the OPIS publication dated June 12, 2015, 10:00 AM Eastern Standard Time, will be used. Bid margins will then be added to the average rack price to determine fuel Contract/invoice prices, inclusive of applicable taxes (except for Washington State Sales Tax).

NOTE: The successful bidder may obtain product from any terminal but only the location indicated in the bid will be used in calculating total delivered price.

SR-5 INVOICING AND TAXES

Invoicing shall be done separately for each completed delivery to each location. Contractor shall render separate delivery receipts for each completed order. Taxes and Superfund fees that are applicable to Contractor for the sale of Unleaded, diesel and bio-diesel fuels in conjunction with the state and/or local authorities under this Contract shall be reimbursed to Contractor by the District. Each tax or fee shall be shown as a separate line item on the Contractor's invoice.

- Unleaded: The District is exempt from paying Federal Excise Tax on unleaded fuel. The District shall pay any other applicable taxes such as State Excise Tax associated with the purchase of unleaded fuel.
- Diesel and Bio-diesel: The District is exempt from Federal Excise Tax and State Excise Tax on diesel and bio-diesel fuel purchases. The District shall pay any other applicable taxes associated with the purchase of diesel and bio-diesel fuel.



Delivery receipts shall clearly indicate the quantity of fuel that has been delivered, the description of product delivered, the date of delivery, and the delivery location.

Invoices shall be sent to APDept@chelanpud.org, or mailed to Chelan County PUD, Attn: Accounts Payable, 327 North Wenatchee Avenue, Wenatchee, WA, 98801.

SR-6 TANK LOCATIONS AND CAPACITIES

The District has designated delivery locations for unleaded, and diesel fuel. The District’s 2014 fuel usage was:

- 153,747 gallons Unleaded containing up to 10% Ethanol.
- 42,717 gallons Winter Mix Diesel (See Exhibit S, Specifications for mix ratio)
- 75,815 gallons Summer Mix Diesel (See Exhibit S, Specifications for mix ratio)

The estimates provided are approximations only; the actual quantities may be more or less than the estimates. The District does not guarantee nor make any representation that such quantities shall in fact be required or purchased for the Contract term or any subsequent extension.

The District reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of fuel, as it may deem necessary, during the initial or any extension term.

Location	Type of Fuel	Capacity	Description of Tank
Wenatchee Headquarters	Unleaded	6,000	In-ground fuel tanks.
Wenatchee Headquarters	Bio-diesel	6,000	In-ground fuel tanks.
Wenatchee Headquarters	Unleaded	1,000	Fuel truck, bulk plant pickup by the District.
Wenatchee Headquarters	Bio-diesel	1,000	Fuel truck, bulk plant pickup by the District.
Rocky Reach Dam	Unleaded	3,000	In-ground fuel tanks.
Rocky Reach Dam	Bio-diesel	3,000	In-ground fuel tanks.
Rock Island Dam	Unleaded	2,000	Above-ground fuel tanks.
Rock Island Dam	Bio-diesel	2,000	Above-ground fuel tanks.
Leavenworth	Unleaded	3,000	Above-ground fuel tanks.
Leavenworth	Bio-diesel	1,000	Above-ground fuel



			tanks.
Beebe Bridge Park	Unleaded	100	Above-ground fuel tanks.
Beebe Bridge Park	Bio-diesel	100	Above-ground fuel tanks.

Note: It is the responsibility of the Bidder to inspect any locations to determine the size, location, and accessibility of the storage tanks.

SR-7 DELIVERY

Delivery of the Fuel is required within 72 hours of receipt of order from District. Weekends and holidays are NOT exempt from the stated delivery schedule. Delivery will be complete only when all fuel ordered has been placed into the District’s fuel tank(s). The Contractor shall provide metered delivery tickets or meter readings to certify the actual gross volumes of bulk fuel delivered. These volumes shall not be temperature corrected.

The District shall notify the Contractor when a District-furnished fuel truck will be brought to the Contractor’s plant to be filled with fuel. If the fuel truck is delivered to the Contractor’s plant before 12:00 pm on a business day, the Contractor shall fill the tank(s) by 3:00 pm the same day.

The Contractor shall deliver all fuel to the District at the locations listed in SR-6, Tank Location and Capacities. Contractor shall pay all shipping costs. Unless otherwise stated in the Contract, the Contractor shall have the risk of loss until the materials or equipment have been delivered to the appropriate location and have been inspected for damage, provided that the District shall make a reasonable effort to assure that such inspection is conducted as soon as practicable following delivery.

The Contractor agrees to complete the Contract to the reasonable satisfaction of the District, free of all claims, liens and charges, within the Contract Time specified in the Contract Documents.

SR-8 SHIPPING INSTRUCTIONS

All fuel shall be suitably packed to ensure against damage from weather or transportation and in accordance with the requirements of common carriers. Each shipment must be accompanied by a packing list, which shall reference the Contract number and the Purchase Order number, and include item descriptions, part numbers, and quantities. Any bills of lading, shipping order or the like shall also contain the above listed information.



SR-9 EMERGENCY ORDERS

Should a District emergency situation arise, as determined by the District, the Contractor shall guarantee product delivery within a maximum of twenty-four (24) hours after receipt of District order. The Contractor may charge the emergency order surcharge provided by Bidder in Exhibit B for each such order/location.

SR-10 NATURAL DISASTERS

In the event of a condition that disables the District's fuel pumps, the Contractor shall cooperate with the District to assist the District in keeping its vehicles fueled by directly filling the District's fuel truck(s) or fuel tank(s) or by providing fuel truck(s) to the District. Any additional charges for services related to assisting the District under these conditions shall be agreed to in advance and soon thereafter documented through a Field Work Order/Change Order. Contractor may charge the District for up to/and no more than the average local market retail price of the fuel for the date that the District places the order.

END OF SPECIFIC REQUIREMENTS



EXHIBITS

EXHIBIT A BID FORM

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

Having carefully examined the Contract Documents, including Specifications entitled Bid 15-30, Unleaded and Diesel Fuel Supply, as well as the premises and conditions affecting the Work, the undersigned hereby proposes to furnish and deliver the specified materials in strict accordance with the Contract Documents for the Per Gallon Markup indicated below.

Bids will be evaluated based on the OPIS Report Reference City Price for each type of fuel plus the Per Gallon Markup multiplied by the estimated quantities. **Bidder shall provide the OPIS reference city for each type of fuel, and may use no more than two (2) reference cities in its proposal.** The District reserves the right to evaluate and award to more than one Bidder if it is in the District's best interest.

Bidder may provide a bid for just one Bid Price Schedule (A or B), or for both Bid Price Schedules. Bidder is not required to provide a bid for all Schedules. In order for a Bidder to be deemed responsive, Bidder shall provide a bid for all items within a Schedule being bid.

Remainder of this page intentionally left blank.



BID PRICE SCHEDULE A

Item	Description	Location	Rack City	OPIS RACK PRICE FOR JUNE 12, 2015, 10:00 AM EST	Per Gallon Markup (Including Taxes)	Per Gallon Price	Estimated Quantity*	Total Price
1.	Unleaded fuel with up to 10% Ethanol	Wenatchee, Rocky Reach, and Rock Island Dams and Fuel Truck	_____	\$ _____	+ \$ _____	= \$ _____	x 275,000*	= \$ _____
2.	No. 2 Red Dyed Ultra-Low Sulfur Diesel	Wenatchee, Rocky Reach, and Rock Island Dams and Fuel Truck	_____	\$ _____	+ \$ _____	= \$ _____	x 172,500*	= \$ _____
3.	No. 1 Red Dyed Ultra-Low Sulfur Diesel	Wenatchee, Rocky Reach, and Rock Island Dams and Fuel Truck	_____	\$ _____	+ \$ _____	= \$ _____	x 36,500*	= \$ _____
4.	B99 Biodiesel	Wenatchee, Rocky Reach, and Rock Island Dams and Fuel Truck	_____	\$ _____	+ \$ _____	= \$ _____	x 9,000*	= \$ _____
5.	Unleaded fuel with up to 10% Ethanol	Leavenworth	_____	\$ _____	+ \$ _____	= \$ _____	x 32,000*	= \$ _____
6.	No. 2 Red Dyed Ultra-Low Sulfur Diesel	Leavenworth	_____	\$ _____	+ \$ _____	= \$ _____	x 14,000*	= \$ _____
7.	No. 1 Red Dyed Ultra-Low	Leavenworth	_____	\$ _____	+ \$ _____	= \$ _____	x 3,000*	= \$ _____



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	Sulfur Diesel							
8.	B99 Biodiesel	Leavenworth	_____	\$_____	+\$_____	= \$_____	x 700*	= \$_____
SCHEDULE A TOTAL BID PRICE (not to include WSST)								\$_____

BID PRICE SCHEDULE B								
Item	Description	Location	Rack City	OPIS RACK PRICE FOR JUNE 12, 2015, 10:00 AM EST	Per Gallon Markup (Including Taxes)	Per Gallon Price	Estimated Quantity*	Total Price
1.	Unleaded fuel with up to 10% Ethanol	Beebe Bridge Park	_____	\$_____	+\$_____	= \$_____	x 300*	= \$_____
2.	No. 2 Red Dyed Ultra-Low Sulfur Diesel	Beebe Bridge Park	_____	\$_____	+\$_____	= \$_____	x 1,200*	= \$_____
SCHEDULE B TOTAL BID PRICE (not to include WSST)								\$_____

* Note: The quantities indicated above are estimates for evaluation purposes, which represent an estimated usage for the initial two-year term of the Contract. The District will pay Contractor based on the actual quantities delivered as part of the Work and makes no guarantee as to the quantities that will be purchased under the Contract.

We agree that the price(s) as quoted in the Bid Form(s) are all-inclusive and include(s) all material, supplies, equipment, special tools, costs, insurance, permits, all taxes (exclusive of Washington State sales tax), shipping and delivery, overhead, profit, and all miscellaneous items to fulfill the Contract as specified.

We agree to enter into a written Contract with the District in the form included in the Contract Documents within ten (10) days of our receipt of the written Notice of Award.

The District requires delivery of the Fuel within 72 hours after receipt of order from the District.



EXHIBIT A – BID FORM (CONTINUED)

Receipt of Addenda Numbers _____, _____, _____, _____, is hereby acknowledged. Included herein are the originals of the executed Bid Form, Bidder's Data and Unit Price Schedule for Changed Work (if applicable), and Bid Bond, certified or cashier's check. If submitting a certified or cashier's check, identify check number _____ and amount _____.

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

We agree that this Bid Proposal as submitted will remain in force for 45 days after the official opening of bids.

Submitted By: _____
 (Complete, Registered Company Name)

_____ (Name of Bidder – typewritten or printed)

_____ (Signature and Title)

Address: _____
 (Business Address – typewritten or printed)

Telephone: _____

Fax: _____

E-Mail: _____

Date: _____

Washington State Unified Business Identifier (UBI) No: _____

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

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



EXHIBIT B UNIT PRICE SCHEDULE FOR CHANGED WORK

As specified in the Contract Documents, the District may order extra Work of the kind bid upon or make changes by altering, adding or deducting from the Work. The cost or credit for the Work shall be determined by the District as specified in General Conditions, Changes in the Work – Field Work Order/Change Orders. The following Surcharges are hereby submitted by the Bidder for District approval. Bidder understands that the following Surcharges shall be applicable for changed or extra Work only, if any, and may be rejected in whole or in part by the District. The following Surcharges shall remain effective until final acceptance of the Contract by the District. See SR-9, Emergency Orders.

ITEM	AMOUNT
1. Per order/location surcharge for emergency orders to be delivered to Wenatchee, Rocky Reach, and Rock Island Dams and Fuel Truck.	\$
2. Per order/location surcharge for emergency orders to be delivered to Leavenworth	\$
3. Per order/location surcharge for emergency orders to be delivered to Beebe Bridge Park	\$
4. Per order/location surcharge for emergency orders to be delivered to Lake Wenatchee (no current tank on site)	\$

The foregoing Surcharges shall include all labor, material and equipment costs and all other associated costs, including profit and overhead required to provide the item.

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

Per: _____
(Signature)

Title: _____



EXHIBIT C BID BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal(s) (hereinafter called the Principal) and _____, as a Surety licensed to do business in the State of Washington (hereinafter called the Surety), are held and firmly bound unto Public Utility District No. 1 of Chelan County, Washington, (hereinafter called the Obligee) in the amount of five percent (5%) of the Bid Price submitted as part of this bid, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

EXECUTED this _____ day of _____ 20_____.

WHEREAS, said Principal is submitting herewith a Bid Proposal for:

Bid 15-30
Unleaded and Diesel Fuel Supply

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall be awarded the Contract which said Principal has proposed to undertake, and shall enter into a Contract pursuant to such award and give bond for the faithful performance of the Contract, and payment in full to Subcontractors and laborers, materialmen and suppliers, then this obligation shall be null and void. Otherwise, the amount hereinabove specified in this Bond shall be paid to the Obligee as liquidated damages, all in accordance with Revised Code of Washington, Section 54.04.080.

(SURETY)
By _____
Printed Name _____
Title _____
Street Address _____
Mailing Address _____
City/State/Zip _____

(PRINCIPAL)
By _____
Printed Name _____
Title _____
Street Address _____
Mailing Address _____
City/State/Zip _____

EXHIBIT D INVENTORY LIST OF HAZARDOUS CHEMICALS

Prior to the first delivery, the Contractor shall provide an inventory list and up to date, complete and legible copies of the Safety Data Sheets (SDS) for all hazardous products to be used on District property as a part of this Contract (see General Conditions).

LIST OF HAZARDOUS PRODUCTS	SDS ATTACHED √ YES
SAMPLE	
FORM	

(Contractor shall attach additional sheets if necessary.)



EXHIBIT E NOTICE OF AWARD

Date _____

VIA FAX (____) ____ - ____

Contractor Name
Contractor Address
Contractor City, State, Zip

Re: Notice of Award
Project Number, Project Name

The District has considered the Bid Proposal submitted by you for the above described Contract in response to its Advertisement for Bid No. 15-30 dated_____. Your proposal is the lowest responsive proposal received by the District. You are hereby notified that the District accepts your proposal and that you are awarded the work described in Bid No. 15-30 for the amount of \$____.____ contingent upon the execution of a contract by both parties.

Please acknowledge receipt and acceptance of this Notice of Award by signing below and returning it by fax to my attention at 509-661-8113.

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

- You may consider receipt of the packet as authorization to begin securing Insurance required for this Contract. As provided in the Contract Documents, you are required to execute the attached Contract and return within ten (10) days from the date of delivery of this Notice of Award. Failure to do so will entitle the District to consider all your rights arising out of the District's acceptance of your Bid Proposal as abandoned and award the Work covered by your Bid Proposal to another, or to re-advertise the Work or otherwise dispose thereof as the District may see fit.

If you have questions, please do not hesitate to contact me at 509-661-4057 or via email at mark.belton@chelanpud.org

Respectfully,

Procurement and Contract Services

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

CONTRACTOR NAME

Signature _____ Date _____



EXHIBIT F CONTRACT

THIS CONTRACT, made by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, (hereinafter "District") and _____ doing business as *an individual/a general partnership /a limited partnership/a limited liability partnership/a limited liability limited partnership/a corporation/a limited liability company/a joint venture* in the State of _____, (hereinafter "Contractor"), sometimes collectively referred to as the "Parties".

RECITALS

1. The District issued an Invitation for Bid No. 15-30 dated _____, and amended on _____;
2. Contractor submitted a Bid Proposal in response to the Invitation for Bid, dated _____;
3. The District and the Contractor have agreed that the terms and conditions of this Contract shall govern Contractor's furnishing to the District the Unleaded and Diesel Fuel Supply.

AGREEMENT

In consideration of the mutual covenants and agreements of the Parties herein contained and to be performed, the parties agree as follows:

1. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

2. The Contractor shall commence and complete the Work described as follows:
Bid No. 15-30



Unleaded and Diesel Fuel Supply

for the Unit Prices set forth in the Bid Price Schedule together with all additional or changed Work in connection therewith, under the terms as stated in the Contract Documents which are incorporated herein as though fully set forth as terms of this Contract; and at Contractor's cost and expense to furnish but not limited to all the materials, supplies, machinery, equipment, tools, labor, transportation, and other accessories and services necessary to complete delivery of material in accordance with the Contract Documents.

The Contractor shall strictly comply with the Contract delivery schedule.

2. The Contractor warrants to the District that it has the expertise and experience necessary to properly perform the Work in a timely manner and that its Proposal includes all of the functions and features necessary to properly and timely perform the Work pursuant to the Contract Documents.

3. The District agrees to pay the Contractor the Contract Price in accordance with the Contract Documents and otherwise perform the covenants and conditions required of the District set forth herein.

4. By executing this Contract the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract Documents was mutually negotiated by the parties.

5. Contractor shall fully comply with all applicable federal, state and local laws, regulations and codes. The law of the State of Washington shall govern this Contract and all questions relating to it. The venue for any legal action involving the District related to this Contract shall be exclusively in the Chelan County Superior Court.

6. Unless the Contract is exempted by rules and regulations of the U.S. Secretary of Labor pursuant to Section 201 of Executive Order No. 11246, as amended, incorporated herein by reference are the provisions of Paragraphs 1 through 7 set forth in Section 202 of Executive Order No. 11246 as amended.

7. FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the Contract Documents incorporated herein and by this reference made a part hereof, consisting of:

Instructions to Bidders
General Conditions
Specific Requirements
Contract Documents

Specifications
Contract Drawings
Addenda



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Each of the individuals executing this Contract on behalf of the District and the Contractor warrant he/she is an authorized signatory of the entity for which he/she is signing, and have sufficient corporate authority to execute this Contract. The parties hereto have executed this Contract with an Effective Date of _____, 2015.

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT G

**SAMPLE
FORM**



EXHIBIT H FIELD WORK ORDER/CHANGE ORDER

PROJECT NAME: Insert Project Name
FIELD WORK ORDER/CHANGE ORDER NO.: 1
MAXIMO NO: Insert number PURCHASE CONTRACT NO.: Insert no.
CONTRACT NUMBER: 15-30

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

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

DESCRIPTION OF WORK
Enter detailed description of change

CONTRACT PRICE ADJUSTMENT

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

TIME OF COMPLETION

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

LEGAL EFFECT

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

The Contract Price adjustment and time extension (if required) in accordance to this Field Work Order/Change Order and pursuant to the Contract, as modified, shall also be in full payment and satisfaction of any rights or claims of the Contractor with respect to



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additional compensation, schedule adjustments due to specific or overall impacts including acceleration, inefficiencies, and schedule recovery, harm, damages, losses, costs, overhead, profit or expenses of the Contractor (including but not limited to the subcontractors, suppliers, laborers and materialmen of any tier) arising out of or due to any change or delay of the Work resulting directly or indirectly from this Field Work Order/Change Order.

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

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

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

CONTRACTOR:** Insert Contractor's Name **PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON**

By: _____ By: _____
Contractor's Superintendent or other Initiator
Authorized Signator

Date: _____ Date: _____

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

By: _____
Project Manager

Date: _____

By: _____
Department Director*

Date: _____

By: _____
Managing Director*

Date: _____

By: _____
General Manager*

Date: _____

**If necessary, pursuant to Resolution 08-13325*



EXHIBIT S SPECIFICATIONS

FUEL BLENDS:

The following schedule is to be used for delivery of blended fuel. The District has the discretion to change the winter blend as weather dictates.

Diesel Fuel:

Summer Mix:

- 95% No. 2 red-dyed diesel ultra-low sulfur diesel
- 5% B99 bio-diesel
 - March 1st through November 1st for all locations except Leavenworth.
 - March 1st through October 1st for Leavenworth.

Winter Mix:

- 47.5% No. 2 red-dyed diesel
- 47.5% No. 1 red-dyed ultra-low sulfur diesel
- 5% B99 bio-diesel
 - November 1st through March 1st for all locations except Leavenworth.
 - October 1st through March 1st for Leavenworth.

The actual bio-diesel blending shall occur in the Contractor's tank compartments of the Contractor's truck or trailer; blending is to occur during transportation by splash method. Blending of bio-diesel by adding bio-diesel to ultra-low sulfur diesel fuel in the District's fuel tanks will not be allowed.

The District has the discretion to change the bio-diesel blend ratios at no additional charge as Federal, State, or Local Government mandates different blended ratios, the District's focus on using bio-diesel changes and/or if the District discontinues the use of bio-diesel.

Unleaded Fuel:

- No requirement (except that it must contain up to 10% Ethanol).

INVENTORY:

The Contractor shall maintain sufficient fuel inventories to meet the needs of this Contract. In the event of a fuel shortage, Contractor guarantees that the District's fuel requirements will be met.



ORDERING PROCEDURES:

The District will appoint an authorized representative for the District; this representative will be the point of contact for all fuel order(s). Orders may be placed by this representative to the Contractor by telephone, fax or email.

PRODUCT QUALITY:

The quality of all fuels purchased must meet or exceed the requirements set forth in the Revised Code of Washington, Chapter 19.112 RCW – Motor Fuel Quality Act, as amended.

Bio-diesel fuel must be derived from Soy or Canola Methyl Ester. Bio-diesel shall be produced by BQ9000 certified facility. The bio-diesel must meet Oxidation and Stability test – (ASTM) D2274. The Cetane index shall be at least 48.

Red-dyed ultra low sulfur diesel fuel, both No.1 and No. 2 must have a sulfur percentage, by weight, no greater than 15ppm. The Cetane index shall be at least 46.

Unleaded shall have a minimum of 87 Octane and shall contain up to 10% Ethanol.

CONTAMINATION LIABILITY:

All bulk products delivered by the Contractor shall be free from impurities including: water, dirt, harmful oils, fibrous materials, other petroleum products or contaminants. The Contractor shall be held liable for any damages that may occur due to equipment malfunction or failure as a result of:

Furnishing a contaminated product. The Contractor shall bear the cost of removing any contaminated fuel from the storage tanks. In case of damage to vehicles and equipment directly traceable to contamination, the Contractor shall be responsible for all damages and costs incurred by the District or any other permitted users of the bulk product.

Furnishing a grade of fuel other than specified. Contractor shall bear the cost of removing any fuel not meeting specifications from the storage tanks.

END OF EXHIBITS