

## KITTITAS COUNTY PUBLIC UTILITY DISTRICT #1

### REQUEST FOR PROPOSAL (RFP) #17-007

#### FLEET MAINTENANCE SERVICES

Kittitas County Public Utility District #1 ("District") is requesting proposals for the selection of a primary location for furnishing maintenance and repair services, including all labor, parts and material necessary for the various classifications, type and makes/models of vehicles. Please note that this would not be an exclusive maintenance contract. A list of existing District vehicles is attached herein. Contractors located in the general area of the City of Ellensburg are preferred. The District's needs are outlined in the following Request for Proposal ("RFP").

The District recognizes that not all contractors will have the expertise or experience for all types of services. Therefore, the Request for Proposal includes four schedules for service types. Contractors may submit proposals for one or more service types.

- **Schedule A - Small Vehicle/Truck**
- **Schedule B - Line Truck/Bucket Truck (cab/chassis only)**
- **Schedule C - Line Truck/Bucket Truck/Service Truck (service bodies/double bucket/derrick/single manlift only)**
- **Schedule D -Backhoe/Mini Excavator**

Contractors submitting a proposal must be on the Districts active Vendor List (visit the District website at [www.kittitaspud.com](http://www.kittitaspud.com) to register).

#### I. INSTRUCTIONS TO CONTRACTORS

- A. All proposals must be addressed to:  
**Kittitas County Public Utility District #1**  
**1400 Vantage Highway**  
**Ellensburg, WA 98926**  
**(509) 933-7200**
- B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: **'Fleet Maintenance Services'**. The name and address of the proposing contractor must be shown on the face of the envelope.
- C. All proposals must be received by 4:00 pm on Wednesday, April 5, 2017 at which time they may be opened. No facsimile, electronic or telephone proposals will be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the offer.
- D. Proposal Submittal is included as Exhibit C.
- E. The Contract template is included as Exhibit D.

## **II. SCOPE OF SERVICES**

The scope of service and vehicles to be covered are attached herein as Exhibit A and B respectively. The District may purchase additional vehicles throughout the life of the contract. All vehicles owned by the District will become part of this contract.

## **III. TERMS AND CONDITIONS**

- A. This proposal will be for two years beginning upon contract execution and ending on December 31, 2018.
- B. The District reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The District reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The District reserves the right to award any contract to the next most qualified proposer, if the successful proposer does not execute a contract within fifteen (15) days after award of proposal.
- E. The District reserves the right to award schedules to or a portion of the required services to more than one qualified contractor.
- F. The District may require proof of cost for materials/parts, at which time the contract will be required to provide a copy of the original purchase invoice showing the wholesale cost of the material/ part.
- G. The District may require quotes for materials/parts with a retail cost greater than \$2,500. The contractor will be required to provide three sources for the material/part for quotes if the District requires the quotes, in accordance with District policy.
- H. The District may require copies of mechanic certifications and training. The District may reject services from mechanics not meeting certification requirements for specific equipment.
- I. The District will schedule maintenance and repair activities with the contractor. The Preventative Maintenance Schedule attached is informational only. The District will inform the contractor which service level is to be completed and when it will be completed. The District may determine to postpone preventative services if a vehicle has reported low mileage or hours.
- J. The District reserves the right to utilize the services from other businesses for specific services that may be specialized. The executed contract with the District does not insinuate a sole service contract.
- K. The contract resulting from acceptance of a proposal by the District shall be in a form supplied by the District and shall reflect the specifications in this RFP.

## **IV. COMPENSATION**

Payment by the District for the services will only be made after the services have been performed and accepted by authorized District representatives. The District requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the District to accommodate payment. Itemized billings shall be submitted upon completion

containing information specified by the District as described in Exhibit A under Repair Order. Monthly statements shall be submitted by the 10th of the following month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of the monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction. Statements shall be submitted on a monthly basis for work completed.

## **EXHIBIT A SCOPE OF SERVICE**

### **GENERAL PROVISIONS**

The successful contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The District recognizes that not all contractors will have the expertise or experience for all types of services. Therefore, the Request for Proposal is divided into four schedules.

A -Small Vehicle/Truck

B -Line Truck/Bucket Truck (cab/chassis only)

C -Line Truck/Bucket Truck/Service Truck (service bodies/double bucket/derrick/single manlift only)

D -Backhoe/Mini Excavator

Qualified contractors may bid on one or multiple schedules.

The Contractor must have the ability to provide required preventative maintenance and repair services listed in Section E "Repair Order Content and Procedure". Any exceptions must be noted in the response.

A. Preventative Maintenance

Preventative maintenance includes all services as shown on the Preventative Maintenance Schedules.

B. Repairs and Maintenance

Provide service/repairs to all common mechanical and electrical systems as needed, outside the preventative maintenance schedule. An hourly labor rate is required and a mark-up percentage for all parts installed from the original parts invoice.

C. Transport of Vehicles for Service

- For non-scheduled emergency service, courtesy transportation for customer to and from District facilities at 1400 Vantage Highway, Ellensburg.
- For Vehicles not drivable, additional towing charge may be billed upon approval of authorized District staff.

D. Conditions on Required Services

- 24-hour turn-around on common repairs (including brakes, etc) and routine maintenance.

- When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.

E. Repair Order Content and Procedure

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair Estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the District staff upon pick-up/drop-off. A confirming copy with the final cost shall be mailed to the District upon completion with the monthly statement.
- Actual work/cost above written estimate requires District approval prior to work start.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed
  - Vehicle and/or license number, make/model
  - Vehicle mileage/hours at time of service/repair
  - Date in/date out/time completed
  - Detail of type of service, hours, material used, and cost associated with each
  - Subcontracted repair orders containing same information shall be attached to contractor repair order
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 120 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the District.
- Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the District shall be the amount of the subcontractors invoice for services performed, or the contract price, whichever is less.

**EXHIBIT B**

**VEHICLE SCHEDULE/SERVICE TYPES**

<b>PUD #</b>	<b>Year</b>	<b>Make/Model</b>	<b>VIN #</b>
<b>SCHEDULE A</b>			
<b>SMALL VEHICLE/TRUCK</b>			
1	2004	Chevy Colorado	1GCDT136948137511
3	2008	Dodge 5500	3D6WH38A27G814474
4	2010	Dodge 5500 (Service Truck)	3D6WD7EL9AG130036
5	1995	Jeep Cherokee	1J4FJ2855SC654705
9	2009	Chevy Colorado	1GCT196768260623
11	2015	Chevy Tahoe	1GNSK3KC6FR281907
13	2008	Chevy Tahoe	1GNFK030X8R218669
14	2002	Ford F550	1FDAF5782EC20160
51	2008	Chevy Colorado	1GCDT39E188203419
<b>SCHEDULE B</b>			
<b>LINE TRUCK/BUCKET TRUCK (CAB/CHASSIS ONLY SERVICE)</b>			
2	2009	Kenworth T800	1NKDL0X99R246338
6	2012	Peterbuilt 348	2NP3HN8X0CM138514
<b>SCHEDULE C</b>			
<b>LINE TRUCK/BUCKET TRUCK/SERVICE TRUCK (Service Bodies/Double Bucket/Derrick/Single Manlift)</b>			
2	2009	Altec D 2050A TB line truck – no auger	0908BW0247
6	2012	Hi Ranger HRX	2110443703
4	2010	Altec AT-37G	0502DF3009
<b>SCHEDULE D</b>			
<b>BACKHOE/MINI EXCAVATOR</b>			
12	2014	Case CX36B Mini Excavator	NDTN64233
BKHOE	1998	John Deere 410 E Backhoe	853607

PREVENTATIVE MAINTENANCE SCHEDULE Schedule A & B - Small Truck & Line/ Bucket Truck		Service Frequency			
		Service A 4 Month 4000 Miles	Service B 8 Month 8000 Miles	Service C 12 Month 12000 Miles	Service D 24 Month 30000 Miles
Service Description					
1	Change Engine Oil	X	X	X	X
2	Change Engine Oil Filter	X	X	X	X
3	Check Air Filter Condition	X	X	X	X
4	Check Engine Compartment Fluid Levels, add as needed	X	X	X	X
5	Check and Adjust Drive Belts	X	X	X	X
6	Check Drive Tran Fluid Levels (transmission, transfer case, differential)	X	X	X	X
7	Check Battery Electrolyte Level, add water as needed; clean and tighten terminals	X	X	X	X
8	Check Brake Fluid Level	X	X	X	X
9	Check Brake Pads, Shoes, Hoses	X	X	X	X
10	Check Front Brake Pads, Rotors and Calipers	X	X	X	X
11	Check Rear Brake Shoes, Drums and Wheel Cylinders	X	X	X	X
12	Check Parking Brake Operations	X	X	X	X
13	Check Engine Cooling System, Hoses and Clamps	X	X	X	X
14	Check Exhaust System	X	X	X	X
15	Check Front and Rear Shocks for Wear and/or Leakage	X	X	X	X
16	Check Tire Pressure and Condition	X	X	X	X
17	Rotate Tires (4 way - front to rear)	X	X	X	X
18	Check Windshield Wiper Operations, blade condition, washer solvent level, fill as needed	X	X	X	X
19	Check Exterior & Interior Lights and other electrical items for correct operations	X	X	X	X
20	Lubricate Door Latches, Locks and Hinges	X	X	X	X
21	Check Breather Condition	X	X	X	X
22	Check Power Steering Fluid Level	X	X	X	X
23	Lubricate Chassis/CV boots	X	X	X	X
24	Lubricate Steering Linkage	X	X	X	X
25	Fuel Filter - Replace		X	X	X
26	Fully Inspect Brake System (removing wheel)		X	X	X
27	Transmission - change fluid, filter, gasket			X	X
28	Lube and Adjust 4x2 Wheel Bearings, grease seals			X	X
29	Inspect and lube 4x2 ball joints			X	X
30	Inspect and lube steering linkage			X	X
31	Air Filter - Replace			X	X
32	Check Headlight Alignment			X	X
33	Check Air Condition System, Freon Level and Compressor Operations where applicable				X

PREVENTATIVE MAINTENANCE SCHEDULE Schedule C - services bodies, buckets, derrick, manlift		Service Frequency			
		Service A 1 month 85 PTO Hrs	Service B 6 months 500 PTO Hrs	Service C 1 year 1000 PTO Hrs	Service D 2 years 2000 PTO Hrs
Service Description					
1	Check Oil	X	X	X	X
2	Check condition of Covers Placards		X	X	X
3	Check Hydraulic Oil Reservoir		X	X	X
4	Check Auger windup sling		X	X	X
5	Check Auger windup sling clevis shear pin		X	X	X
6	Check fiberglass cleanliness		X	X	X
7	Lubricate - rotation bearing ball race		X	X	X
8	Lubricate - Lift cylinder spherical bearings		X	X	X
9	Lubricate - rotation pinion and bearing gear teeth		X	X	X
10	Check Supplemental Brake Lock			X	X
11	Check Chassis Underside			X	X
12	Check Pump			X	X
13	Check Unity Mounting			X	X
14	Check Hydraulic Reservoir			X	X
15	Check Filters			X	X
16	Check Outriggers			X	X
17	Check Lower Tools Circuit			X	X
18	Check Hydraulic System Pressure			X	X
19	Check Lower Control Station			X	X
20	Check Pedestal			X	X
21	Check Turntable			X	X
22	Check Rotation Bearing and Gearbox			X	X
23	Check Lift Cylinder			X	X
24	Check Extension Cylinders			X	X
25	Check Feeder Tubes			X	X
26	Check Lower Book			X	X
27	Check Intermediate Boom			X	X
28	Check Upper Boom			X	X
29	Check Transferable Flares			X	X
30	Check Upper Boom Tip			X	X
31	Check Pole Guide			X	X
32	Check Boom Tip Power Package and Upper Controls			X	X
33	Check Platform			X	X
34	Check Jib			X	X
35	Check Winch			X	X
36	Check Auger Stow Bracket			X	X
37	Check Digger			X	X
38	Check Digger Link and Hanger Bracket			X	X
39	Check Auger and Extension Shaft			X	X
40	Check Hydraulic Overload Protection (HOP)			X	X
41	Check Side Load Protection			X	X
42	Check All Lubrication			X	X
43	Check Rotation Bearing and Gearbox			X	X
44	Check Pump input shaft splines				X
45	Collect Hydraulic Oil samples				X
46	Hydraulic Reservoir System - flush and clean				X
47	Change gearbox oils				X

PREVENTATIVE MAINTENANCE SCHEDULE Schedule D - backhoe, mini excavator		Service Frequency			
		Service A	Service B	Service C	Service D
		250 Hours	500 Hrs	1000 Hrs	2000 Hrs
	Service Description				
1	Perform Visual Inspection	X	X	X	X
2	Operational Checkout	X	X	X	X
3	Lubricate All lube points	X	X	X	X
4	Check All fluid levels	X	X	X	X
5	Clean intake precleaner bowl	X	X	X	X
6	Check air cleaner dust valve	X	X	X	X
7	Check Engine oil and filter	X	X	X	X
8	Take oil samples	X	X	X	X
9	Add conditioner to cooling system	X	X	X	X
10	Check batter electrolyte level and clean terminals	X	X	X	X
11	Check air filters	X	X	X	X
12	check cab filters	X	X	X	X
13	Check for oil leaks	X	X	X	X
14	Check for loose hardware	X	X	X	X
15	Check for tire wear	X	X	X	X
16	Check for damaged hoses and tubelines	X	X	X	X
17	Check Radiator, cooler, grille, doors, hood	X	X	X	X
18	Check all ground engaging tools	X	X	X	X
19	Check fan belts	X	X	X	X
20	Check gauges, switches and lights	X	X	X	X
21	Check and adjust boom lock	X	X	X	X
22	Check seatbelt condition	X	X	X	X
23	Drain water and sediment from fuel tank and fuel separator	X	X	X	X
24	Replace fuel filters		X	X	X
25	Replace transmission/transaxle filter		X	X	X
26	Replace hydraulic tank return filters		X	X	X
27	Clean hydraulic tank suction strainer		X	X	X
28	Replace hydraulic breather		X	X	X
29	Clean fuel tank strainer		X	X	X
30	Lubricate axle bearing lube points		X	X	X
31	check transaxle fluid level		X	X	X
32	Drain and refill transmission fluid			X	X
33	Drain and refill hydraulic reservoir oil			X	X
34	Drain and refill rear differential oil			X	X
35	Clean crankcase vent tube			X	X
36	Drain and refill cooling system with new coolant			X	X
37	replace air cleaner elements			X	X
38	replace brake filters			X	X
39	Check ROPS and related hardware			X	X
40	Clean/repack and adjust front axle wheel bearings			X	X
41	Adjust engine valve lash				X
42	Adjust engine speeds				X



**EXHIBIT C  
PROPOSAL FORM**

<b>COMPANY</b>			
<b>ADDRESS</b>			
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>PHONE</b>
<b>AUTHORIZED REP (PRINT)</b>	<b>TITLE</b>		<b>EMAIL</b>
<b>SIGNATURE</b>			<b>DATE</b>

	Schedule A		Schedule B		Schedule C		Schedule D	
	Labor	Parts	Labor	Parts	Labor	Parts	Labor	Parts
<b>Schedule Preventative Maintenance</b>								
Service A: 4 months or 4000 miles	\$	%	\$	%				
Service B: 8 months or 8000 miles	\$	%	\$	%				
Service C: 12 months or 12000 miles	\$	%	\$	%				
Service D: 24 months or 30000 miles	\$	%	\$	%				
Service A: 1 month 85 PTO Hrs					\$	%		
Service B: 6 months 500 PTO Hrs					\$	%		
Service C: 1 year 1000 PTO Hrs					\$	%		
Service D: 2 years 2000 PTO Hrs					\$	%		
Service A: 250 Hours							\$	%
Service B: 500 Hours							\$	%
Service C: 1000 Hours							\$	%
Service D: 2000 Hours							\$	%
<b>Other Repair Costs</b>								
Hourly Labor Rate (not included in Service A, B, C, D)	\$		\$		\$		\$	
Replacement Parts (not included in Service A, B, C, D)		%		%		%		%

*(Do not fill in shaded cells)*

[ ] Check here if you can provide “mobile fleet technicians” for onsite maintenance and repairs.

**Conditions:**

- Prices for Services A, B, and C include:
  - Total labor cost for each service
  - Percentage markup on materials/parts required for the service
- Prices for Other Repair Costs Labor are a per hour basis.
- Prices for Replacement Parts are a percentage markup from the contractors cost of part.
- District reserves the right to request proof of cost for materials/parts. This may include, but not limited to, a copy of the contractors invoice for their purchase of said material/part.

## EXHIBIT D

THIS CONTRACT (this "Contract" or this "Agreement"), is made and entered into this \_\_\_\_\_ 2017 by and between the KITTITAS COUNTY PUD UTILITY DISTRICT No. 1 ("Kittitas PUD" or the "District"), and \_\_\_\_\_ a Washington corporation / limited liability company (the "Contractor").

### Recital

That in consideration of the terms and conditions contained in the Request for Proposal #17-007 and the Proposal from Contractor to provide the Deliverables in response to the RFP, copies of which are attached hereto and incorporated by this reference, Contractor was awarded the Contract.

### I. SERVICES AND TERM

1. *Scope of Services.* The Contractor shall perform the work / provide the goods as defined in the RFP Exhibit A, Deliverables, hereafter the "Services" or as applicable "Goods". The Contractor agrees to complete all Services in a good, workmanlike and professional manner / furnish all Goods in new and merchantable condition, meeting all specifications. Unless another warranty is specified in the Deliverables, all Services and all Goods furnished hereunder are warranted against defects in workmanship and materials as stated in the RFP after acceptance by the Kittitas PUD.
2. *Term.* The term of this contract shall be from date of execution through December 31, 2018.

The Contract may be terminated as follows:

a. *For Cause:* If Kittitas PUD, in its sole discretion, determines that the Services being performed / Goods being provided hereunder are not being performed or provided satisfactorily or that any security or confidentiality provisions or policies are not being followed, Kittitas PUD shall inform the Contractor of such dissatisfaction in writing and the Contractor shall take corrective measures to remedy such situation. If the problem is not corrected to Kittitas PUD's sole satisfaction within two (2) business days after such notice is given, then the Contractor shall provide a qualified substitute to provide Services in place of the Contractor / or provided conforming Goods at no additional cost or expense to Kittitas PUD for up to thirty (30) days or until Kittitas PUD finds a replacement to perform the Services or provide the Goods, whichever occurs sooner.

b. *For Convenience:* Kittitas PUD, upon 30 day written notice, may abandon or terminate this Contract or any part hereof, and such action shall in no event be deemed a breach of this Contract. Such termination may come about for the sole convenience of PUD. Upon receipt of written notification from PUD that this Contract, or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated.

### II. DISTRICT RESPONSIBILITIES

3. *Cooperation.* The Kittitas PUD shall cooperate as set forth in the RFP. No liability shall attach to the KITTITAS COUNTY PUBLIC UTILITY DISTRICT #1, by reason of the entering into this Contract, except as expressly provided herein.

### III. CONTRACTOR'S RESPONSIBILITIES

4. *Generally.* The Contractor, for itself/him/herself, and for its/his/her heirs, executors, administrators, successors and permitted assigns, does hereby agree to the full performance of all the covenants herein contained and contained in the RFP upon the part of the Contractor. Time is of the essence.

5. *Personnel*

(a) All Services shall be performed by employees regularly employed by the Contractor, unless Kittitas PUD provides the Contractor prior written consent, which Kittitas PUD may withhold in its sole discretion, to the performance of any portion of or all of the Services by any sub-contractors, independent contractors or any other third parties or person(s) not employees of the Contractor (collectively referred to as "Sub-Contractors"). The Contractor shall provide adequate personnel to permit the timely completion of all work. All such personnel shall be trained and supervised in accordance with accepted industry practices and shall conform to the reasonable rules and regulations of Kittitas PUD established from time to time by Kittitas PUD for the conduct of, and in relation to, the employees of the contractors of Kittitas PUD when such employees are on Kittitas PUD premises.

(b) Kittitas PUD may require the Contractor to provide its personnel with picture identification cards. All of the Contractor's personnel shall enter and exit Kittitas PUD facilities in a manner prescribed by Kittitas PUD.

(c) The Contractor will be responsible securing Kittitas PUD facilities after each performance of Services. The Contractor shall ensure that unauthorized persons are not allowed access to the facilities during the time Services are performed.

(d) The Contractor shall be solely responsible for hiring, firing, paying and supervising the performance of Services by its employees and Sub-Contractors. Furthermore, the Contractor agrees to accept responsibility for all expenses, costs, or damages relating to its employees and any Sub-Contractors it engages in performance of its obligations and Services under this Agreement.

6. *Equipment and Material.* The Contractor shall provide and maintain adequate equipment to permit timely completion of all operations and shall use materials which are in conformance with existing federal, state and local laws and ordinances.

### IV. ADDITIONAL REQUIREMENTS

7. *Licenses / Permits.* If any governmental license or permit shall be required for the proper and lawful conduct of the Contractor's business or other activity carried on in or at Kittitas PUD premises, or if a failure to procure such a license or permit might or would in any way affect the operations of any Kittitas PUD facilities, then the Contractor, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Kittitas PUD. The Contractor, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

8. *Compliance with Laws.* The Contractor understands and agrees that the Contractor's performance of any and all Services performed pursuant to this Agreement shall, at the Contractor's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such Services. The Contractor shall pay all taxes, assessments and premiums now or hereafter in effect and payable by reason of or in connection with the Services to be performed by the Contractor under this Agreement, including, without limitation, B&O, income taxes, social security

taxes, sales taxes, use taxes, personal property taxes. The Contractor further agrees, at its own expense, to be solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to the Contractor's employment status or the Contractor's employment relationship with others, including, without limitation, those laws governing employee withholding, benefits and fair labor practices.

9. *Insurance.* The Contractor shall carry and maintain workers' compensation insurance in statutory amounts, comprehensive general liability insurance through companies satisfactory to Kittitas PUD endorsed to include contractual liability in a minimum amount of \$1,000,000 combined single limit and automobile liability insurance in a minimum amount of \$500,000 combined single limit. All such policies (except workers' compensation) shall specifically state: Kittitas PUD, and its officers, trustees, directors, agents and employees are named as additional insureds under the above policies; such insurance shall be primary and not contributory with Kittitas PUD's insurance as it relates to occurrence(s) by the Contractor or its Sub-Contractor(s)." Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior written notice to Kittitas PUD. The Contractor shall furnish to Kittitas PUD a Certificate of Insurance evidencing such primary coverage prior to the commencement of Services hereunder and shall continue to provide Kittitas PUD with subsequent Certificates of Insurance evidencing uninterrupted compliance with these insurance requirements until the termination of this Agreement. The Contractor expressly understands and agrees that it is solely liable for the acts and omissions of its Sub-Contractors and the Contractor's Comprehensive General Liability insurance shall apply to such acts and omissions of its Sub-Contractors. The Contractor shall also provide Kittitas PUD with certified copies of the policies required herein upon Kittitas PUD's request. The Contractor further agrees to require and cause the same insurance coverages and Certificates of Insurance as set forth herein, and the indemnifications as set forth below, from any and all of its Sub-Contractors, prior to any such Sub-Contractor's commencement of Services.

10. *Independent Contractor.* The Contractor is an independent contractor and all persons employed or engaged to furnish Services hereunder are employees of the Contractor and not of Kittitas PUD. This Agreement shall not create a relationship between the parties or party as an employee-employer, agent, partner, or joint venture of the other.

11. *Indemnification.* To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Kittitas PUD from and against any claims and all liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses or expenses from whatever nature (collectively "claims") arising out of or resulting from performance of (or failure to perform) the Work under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than to the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations if indemnity which would otherwise exist as to a party or person described in this paragraph. In addition, the Contractor and its Sub-Contractors shall indemnify and hold harmless Kittitas PUD, and be solely responsible for paying and keeping all records required for wage and hour purposes, including exemption certificates, wages, withholding taxes, social security taxes, workmen's compensation coverage and payments, unemployment insurance, and other taxes or insurance including workers compensation insurance incident to employment. The Contractor shall also be responsible for costs of health insurance and other benefits offered to its employees, agents, Sub-Contractors or which are owed to or with respect

to such employees, agents or Sub-Contractors. The aforementioned indemnification obligations shall survive the termination of this Agreement.

#### *12. Non-Discrimination and Equal Opportunity*

Bidder agrees to comply with all federal and Washington State statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (j) RCW 49.60.030 Freedom from discrimination and (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

#### V. MISCELLANEOUS

13. *Binding.* This Agreement shall inure to and bind the successors, assigns and representatives of the parties; provided, however, that this Agreement may not be assigned by the Contractor without the prior written consent of Kittitas PUD.

14. *Entire Agreement.* This Agreement along with the RFP contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force and effect.

15. *Amendment of Agreement.* This Agreement may be amended only by a written instrument signed by the parties hereto.

16. *Legal Fees.* In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

17. *Exhibits.* If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with or additional to the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail over any inconsistent terms and unless specifically accepted by the parties as part of this Agreement, the additional terms shall not be incorporated into the Agreement.

18. *Headings.* The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

19. *Law; Venue.* The laws of the State of Washington shall govern any contract executed between the successful Contractor and PUD. Further, the place of performance and transaction of business shall be deemed to be in the County of Kittitas, State of Washington, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Washington, and more specifically, the Superior court of Kittitas County, Washington.

20. *Counterparts.* This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original instrument. All such counterparts and duplicate originals together shall constitute but one Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

KITTITAS COUNTY PUBLIC  
UTILITY DISTRICT NO. 1:

\_\_\_\_\_  
General Manager (signature)

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Contractor (signature)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

