

SMALL WORKS ROSTER
CONTRACTING PROCEDURES MANUAL
AND
PRE-QUALIFICATION PACKET

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

REVISED NOVEMBER 2013

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GENERAL INFORMATION

A. PRE-QUALIFICATION OF CONTRACTORS

The Small Works Roster procedures are established in accordance with RCW 54.04.070 and RCW 39.04.155 for use in awarding contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property with an estimated cost of \$300,000.00 or less. Contractors wishing to perform such work for the District must be placed on the Small Works Roster.

To qualify for work under the Small Works Roster, the Contractor must sign in advance the Application Form and Small Works Contract. Only those Contractors approved by the District are eligible to be placed on the Small Works Roster.

1. Small Works Application for Pre-Qualification

- a) This Small Works application includes a listing of categories of work which may be performed for the District.
- b) Contractors must check this listing for the type of work they are qualified to perform.
- c) Completed applications will be reviewed by the District's Contracting Department and appropriate departmental staff.

2. Small Works Contract

The Small Works Contract sets forth various terms and conditions which shall be applicable to any work performed by the Contractor. The Small Works Contract must be signed and returned to the District along with the completed Pre-Qualification Application.

B. ADDING CONTRACTORS TO SMALL WORKS ROSTER

The District will advertise at least once a year in a newspaper of general circulation in Grant County a notice of the existence of the Small Works Roster and solicit the names of any contractors wishing to be included on the roster.

Contractors wishing to be added to the Small Works Roster may submit their application to the Contracting Department any time during the year. Their application will be reviewed and added to the roster upon acceptance and approval by the District. The District's Contracting Department will maintain the Small Works Roster listing.

C. SOLICITING QUOTES FROM CONTRACTORS ON THE SMALL WORKS ROSTER

When a need for work has been identified, the Contract Officer will solicit bids from contractors on the roster who are prequalified for the particular type of work to be performed. The bid solicitation may be made at the Contract Officer's discretion by written, e-mail, fax or other electronic means. If there are less than five (5) contractors prequalified for the particular category of work, all contractors will be contacted. If there are five (5) or more contractors prequalified, bids will be solicited from a minimum of five (5) contractors and all remaining prequalified contractors will be notified that bids are being sought for the work. The notice to the remaining contractors shall be made by one of the

following means at the District's discretion: (a) publishing a notice in a legal newspaper in general circulation in the area where the work is to be done; (b) mailing a notice to the contractors; or (c) sending a notice to the contractors by fax or other electronic means.

Contractors not on the Small Works Roster are not eligible to submit bids for small works projects.

If the Contractor is interested in bidding, a copy of the Small Works Bid Documents will be made available. Prequalified Contractors may download the Small Works Bid Documents from the District's eBid online website, have them e-mailed to them upon request, or they can be picked up from the District's Contracting Department.

Contractors wishing to submit bids must have their Bid response (see sample at Exhibit A) to the District's Contracting Department no later than the date and time specified in the bid specifications for the particular Small Works Project. Bids may be submitted by written or electronic means.

Bids will be kept confidential until after the date and time specified for opening. Thereafter the quotations will be available for public inspection and available by telephone inquiry.

D. SMALL WORKS PROJECT AWARD

1. Bid Opening/Review

On the date specified in the Small Works Bid Documents, the District's Contract Officer will review the bids submitted, consulting with District Representative for technical review as necessary and determine the lowest responsible bidder as defined in RCW 43.19.1911.

The District reserves the right to reject any or all bids or to accept the bid which in its sole and absolute judgment will under all circumstances best serve the interest of the District.

2. Award

a) Notice to Proceed

The District's Contract Officer will generate the Notice to Proceed (see sample at Exhibit B). This form will be signed by the Contract Officer, District Representative and Director and will be mailed to the Contractor, who is to sign and return it to the District along with an Insurance Certificate naming the District as additional insured and the required Payment and Performance Bond.

b) Certificate of Insurance

- 1) Contractor shall deliver all required insurance certificates to the District prior to any work being performed including mobilization.
- 2) Contractor shall maintain insurance as required in the Small Works Contract, Section GC-18. The District is to be named as additional insured on all insurance certificates.

c) Payment and Performance Bond

To assure compliance with the terms of the bid and the Small Works Contract, the Contractor shall furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the amount of the Contract Price for any individual project awarded to Contractor, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This Payment and Performance Bond must be provided before any work begins and shall remain in force for a period of three hundred sixty five (365) days after Final Acceptance of the project. The Payment and Performance Bond must be on the form provided as a sample with the Small Works Contract (Exhibit 6C6).

d) Legal Review

If the bid(s) contain material irregularities, or the District is considering rejection of the low dollar bid for any reason, the Contract Officer will obtain review of the bid(s) and award recommendation by the District's General Counsel prior to award.

3. Final Inspection

Upon completion of the Small Works Project, the District's Representative will inspect the work to verify that it has been satisfactorily completed. Inspection and acceptance by the District Representative is required before final payment will be processed by the District's Contract Officer. Payment shall be subject to the terms and conditions of the Small Works Contract and the Small Works Bid Documents.

- END OF GENERAL INFORMATION -

FORMS

A. PRE-QUALIFICATION FORMS

- Small Works Pre-Qualification Application
- Small Works Contract

B. SAMPLE FORMS USED WITH SMALL WORKS BID DOCUMENTS

- Small Works Bid Form ó Exhibit õAõ
- Small Works Notice to Proceed - Exhibit õBõ
- Payment and Performance Bond - Exhibit õCõ
- Small Works Project Change Order Form ó Exhibit õDõ
- Small Works District Instruction ó Exhibit õEõ
- Certificate of Completion and Release - Exhibit õFõ
- Collective Bargaining Agreement ó Exhibit õGõ
- Bond in Lieu of Retainage ó Exhibit õHõ

- END OF FORMS -

**PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON
PO BOX 878, EPHRATA WASHINGTON 98823
SMALL WORKS ROSTER**

APPLICATION FOR SMALL WORKS ROSTER DESIGNATION

Pursuant to RCW 54.04.070 and 39.04.155, Contractors wishing to be considered by the Public Utility District No. 2 of Grant County, Washington for placement on the District's Small Works Roster are required to complete the following application and to submit all information as may be required in support thereof.

A SIGNED SMALL WORKS CONTRACT IS REQUIRED TO BE SUBMITTED AS PART OF THIS APPLICATION.

THE APPLICANT UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS CONTAINED IN THE ATTACHED SMALL WORKS CONTRACT SHALL BE APPLICABLE TO ANY WORK PERFORMED BY THE APPLICANT AS PART OF THE DISTRICT'S SMALL WORKS ROSTER PROGRAM.

1. Full Legal Name of Applicant: _____
2. Address of Applicant:
 - a. Mailing: _____
 - b. Business: _____
 - c. Phone Number: () _____ Fax Number () _____
 - d. Email Address: _____

3. Check Appropriate: Incorporated Partnership Sole Proprietorship

If Incorporated, state resident agent and address. If Partnership or Sole Proprietorship, state managing person and address:

Name: _____
Mailing Address: _____
Email Address: _____

4. Federal Tax Identification Number: _____
5. Fill out attached "Pre-Qualification Categories", identifying which work categories you are seeking pre-qualification.
6. Number of years applicant has performed the type(s) of work for which applicant is requesting pre-qualification: _____
7. Have you ever been disqualified by any public agency from participation in public contracts. Yes___No___
If yes, identify the public agency, date and reason for disqualification:

8. Are you capable of providing insurance coverage and the Payment and Performance Bond as required in the Small Works Contract Section GC-18 and GC-31? Yes___No___

If no, describe any differences to the specified coverage amounts: _____

9. **Attach** a copy of Contractor's current Washington State Contractor's License, UBI number, verification of Washington State Employment Security Number, State Excise Tax Registration Number, and State Sales Tax I.D. Number.
10. **Attach** a list of at least four (4) satisfactorily completed public jobs of more than \$25,000. If you do not have any experience with public contracts, please specify private jobs. Include a description of the work, contract amount, date completed, and a contact name and phone number for the client/owner.
11. **Attach** a general resume setting forth applicant's experience, technical qualifications and organizational ability to perform the types of work for which you are seeking pre-qualification. This resume shall also include a list of your supervisory personnel, and their qualifications and years of experience, a list of the number and type of craftsmen available and a list of equipment available for work.
12. **Attach** a signed and notarized copy of the Small Works Contract.
13. **Attach** a completed copy of Form W-9 ó Request for Taxpayer Identification Number and Certification.

Application Signed By: _____

Name: _____

Title: _____

Date: _____

DISTRICT APPROVAL - INITIATING DEPARTMENT

Approved: _____

Title: _____

Date: _____

**SMALL WORKS ROSTER
PRE-QUALIFICATION CATEGORIES**

Name of Applicant

By use of an "X", indicate which of the following classes of work you are seeking pre-qualification. Only work in these categories which meets the criteria defined in RCW 39.04.155 will be eligible for the Roster. For instance, diving services which qualifies would be underwater repair, modification or construction on docks or the underwater area of the dams, not inspections or placing equipment for studies.

Asbestos Removal	_____	Mechanical & Hydraulic Work	_____
Asphalt Paving	_____	Metals ó Fabrication	_____
Babbitt	_____	Metals ó Heat Treating	_____
Battery Systems Repair	_____	Metals ó Machining	_____
Boiler Work	_____	Metals ó Welding	_____
Bushing Rebuild	_____	Overhead Doors	_____
Carpentry	_____	Paint/Coatings	_____
Carpet & Linoleum Installation	_____	Plumbing	_____
Cavitation Repair	_____	Pole Hole Drilling	_____
Concrete Work	_____	Pressure Vessel Repair	_____
Control System Repairs	_____	Pump Repair	_____
CT & Meter Repair in field	_____	Repairs to Plant	_____
Diving Services	_____	Road Construction - Chip Seal	_____
Door & Window Installation	_____	Roofing	_____
Electric Motor Repair	_____	Rubber Seals	_____
Electrical Work	_____	Security Systems	_____
Elevator Repair	_____	Septic Systems	_____
Excavation	_____	Servo Repair	_____
Fencing	_____	Sheet Metal Work	_____
Fire Protection Systems	_____	Steel Structure Fabrication	_____
Foundation Drilling	_____	Telecommunications System	_____
Gear Box Repair	_____	Transformer Repair	_____
General Contractor	_____	Tree Trimming/Removal	_____
Generator Repair	_____	Trenching	_____
Generator Upgrade	_____	Trenchless Pipe Replacement	_____
HVAC	_____	UG Directional Boring	_____
Insulation	_____	Valve Repair	_____
Landscaping	_____	Welding	_____
Lead Paint Removal	_____	Well Drilling	_____
Masonry	_____		

MISCELLANEOUS (List any special classes not covered above keeping in mind the definition of what work can be done under public works) _____

SMALL WORKS CONTRACT

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

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON,
hereinafter called "the District,"

and

hereinafter called "the Contractor",

WITNESSETH:

The parties hereto agree as follows:

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

GENERAL CONDITIONS:

GC-1 FORM OF CONTRACT

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

GC-2 DEFINITIONS

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

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

öBID EVALUATIONö - The criteria for determining the lowest responsive Bid received in response to the Small Works Bid Documents.

öBID ITEMö - A line item on the Bid Form provided in the Small Works Bid Documents, a sample of which is included in these Contract Documents as Exhibit öAö.

öBID ITEM PRICEö - The correctly calculated (extended) price of all units of each Bid Item (Bid Unit Price times Quantity).

öBID UNIT PRICEö - The price per unit on a specific Bid Item, if applicable.

öBIDDERö - Any person or entity who submits a Bid.

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

öCONTRACT DOCUMENTSö - The Contract Documents shall include all sections of these Small Works Contract Documents.

öCONTRACT PRICEö - The Total Bid Price plus any optional Bid Items included in the Contract Award and any properly approved Change Orders approved subsequent to Contract Award.

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

öDISTRICTö OR öOWNERö - Public Utility District No. 2 of Grant County, Washington.

öDISTRICT REPRESENTATIVEö - The employee designated by the District as its representative during the progress of the work.

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

öSMALL WORKS BID DOCUMENTö - A request for Bids on a Small Works Project issued pursuant to the Small Works Roster Procedure.

öSMALL WORKS PROJECTö - Work as described in a Small Works Bid Document for a Public Works project.

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

öTOTAL BID PRICEö - The properly calculated total of the Bid Items on the Bid Form.

GC-3 SUSPENSION OF WORK/TERMINATION OTHER THAN DEFAULT

The District may, at its sole option, by notice in writing to the Contractor suspend or terminate at any time the performance of all or any portion of work to be performed under the Small Works Bid Documents. Upon such notice of suspension or termination of work, the District shall designate the amount and type of plant, labor, and equipment to be committed to the work site during the period of suspension or termination. The Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension or termination.

- A. Upon receipt of any such notice, the Contractor shall:
1. Immediately discontinue work as specified in the notice;
 2. Place no further orders or subcontracts for material, services, or equipment with respect to suspended or terminated work;
 3. Promptly suspend or terminate all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended or terminated; and
 4. Continue to protect and maintain the work, including those portions on which work has been suspended;

5. Assist District Representative or District in the maintenance, protection, and disposition of work in progress, plant, tools, equipment property, and materials acquired by Contractor or furnished by Contractor under the Small Works Bid Documents; and
 6. Complete performance of the work which is not terminated.
- B. As full compensation for such suspension the Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:
1. A standby charge, as determined to be equitable by the District Representative, to be paid to the Contractor during a period of suspension of work sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
 2. All reasonable costs, as determined to be equitable by the District Representative, associated with any demobilization and remobilization of the Contractor's plant, forces, and equipment;
 3. Any claim on the part of the Contractor for additional time or compensation shall be made within ten (10) days after receipt, by Contractor, of a notice to suspend work. Failure to submit a claim within the ten (10) day period shall constitute a waiver of any such claim;
 4. In no event however, shall the amount to be paid the Contractor pursuant to this section exceed the Contract Price.
- C. Upon receipt of notice to resume suspended work, the Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of the Contractor for time or compensation shall be made within ten (10) days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.
- D. Upon delivery of a written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Small Works Project. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this section.

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

If such termination is effected after Contract Award but prior to the District issuing Notice to Proceed to the Contractor, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor in the preparation of his Bid plus fifteen percent (15%) of such costs. If such termination is effected after the District has issued Notice to Proceed and the Contractor has commenced performance hereunder, the District shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor as determined by the physical progress of the work satisfactorily completed to date plus costs of removing equipment and materials and otherwise demobilizing, plus

ten percent (10%) of the sum of all such costs; provided, said payment shall not in any event exceed the Contract Price of the Small Works Bid Documents. The payment of the District shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. The Contractor shall be entitled to no further payments whatsoever for the work. Amounts retained and accumulated under RCW Chapter 60.28 shall be held and disbursed as provided therein.

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

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

GC-4 TERMINATION FOR DEFAULT/NONCOMPLIANCE

A. Acts of Default

If Contractor fails in any material way to comply with any of the conditions or provisions of these Contract Documents or any Small Works Bid Documents or is unable to pay its debts as they mature or authorizes or takes any action under bankruptcy or reorganization, readjustment of debt, insolvency, liquidation or other similar laws or proceedings it shall be considered an act of default.

B. Consequences of Default

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

C. Noncompliance

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

GC-5 ASSIGNMENT

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

GC-6 INDEMNITY

- A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, any Small Works Bid Documents or in connection therewith. Contractor agrees to defend, indemnify and hold harmless the District and its representatives (which terms shall be deemed to include directors, officers, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity connected with the performance of the work under any Small Works Bid Documents) from and against any and all liabilities, claims, losses, damages or expenses, including reasonable attorney's fees, and expert witness fees, which may be incurred or sustained by the District or any of their respective employees, by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against the District and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.
- B. The District shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Contractor or any of his Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Contractor by the District. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or his Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by his own employees or property or to the employees or property of other contractors, the District, or otherwise.
- C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Contractor. In the event of damages to person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.

- D. Contractor acknowledges that by entering into a contract with the District, he has mutually negotiated the above indemnity provisions with the District. Contractor's indemnity and defense obligations shall survive the termination or completion of this Contract or any Small Works Bid Documents and remain in full force and effect until satisfied in full.

GC-7 LAWS, REGULATIONS, PERMITS

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

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

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

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

GC-8 DAMAGES

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

GC-9 INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES

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

The Contractor shall designate in writing before starting work competent, authorized site representative(s) who shall be authorized to represent and act for the Contractor in all matters relating to the Small Works Bid Documents. The Contractor's letter designating representative(s) shall clearly define the scope of his authority to act for the Contractor and define any limitations of this authority. Said authorized representative(s) shall be present at the site of the work at all times when work is in progress. Arrangements acceptable to the District shall be made for any emergency work which may be required. The Contractor's authorized representative(s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to the District. All directions given to the authorized representative(s) by the District shall be binding as if given to the Contractor.

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

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

GC-10 CORRECTION OF WORK/WARRANTY

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

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

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

If, after due notice, the Contractor shall refuse or persistently neglect to make corrections so as to meet the requirements of the Contract, the District may proceed to make such corrections as they may be required and Contractor shall reimburse District for all cost and expenses incurred in connection therewith.

The warranty requirements in this section are the minimum requirements for materials, equipment and work under this Contract. Any other warranty requirements specified in the Small Works Bid Documents, including the Technical Specifications, are in addition to, and not in lieu of the minimum requirements specified herein.

GC-11 CHANGES IN WORK

Without invalidating the Contract, the District may make changes by altering, adding or deducting from the work, and/or make changes in the drawings and specifications requiring changes in the work and/or materials and equipment to be furnished under any Small Works Bid Documents; provided such additions, deductions or changes are within the general scope of the Documents. Except as provided herein, no official, employee, agent or representative of the District is authorized to approve any change in the Contract and it shall be the responsibility of the Contractor before proceeding with any change, to satisfy itself that the execution of the written Change Order has been properly authorized on behalf of the District. The District's management has limited authority to approve Change Orders. The current level and limitations of such authority are set forth in District Resolution No. 8609 which may be amended from time to time. Otherwise, only the District's Board of Commissioners may approve changes to this Contract.

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

- A. Unit prices specified in the unit prices for changes in work submitted with the Contractor's Bid proposal, if any.
- B. An agreed lump sum. When requested, Contractor shall provide a detailed proposal for evaluation by the District, including, as applicable:
 - 1. Detailed proposed labor categories, hours, and rates.
 - 2. Specific materials and quantities.
 - 3. Equipment and equipment hours.
- C. The actual cost of:
 - 1. Labor, including foreman, only for employees who will work directly on the work covered by the Change Order.
 - 2. Materials entering permanently into the work.
 - 3. The ownership or rental cost of plant and equipment during the time of use on the project.
 - 4. Power and consumable supplies for the operation of power equipment.
 - 5. Insurance.
 - 6. Social Security and old age and unemployment contributions.
 - 7. To the sum of Items 1, 2, 4, 5, and 6 inclusive, there shall be added a fixed fee of fifteen percent (15%). The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

When a change is ordered by the District, as provided herein, a Change Order shall be executed by the District and the Contractor before any Change Order work is performed. The District shall not be liable for any payment to Contractor, or claims arising therefrom, for Change Order work which is not first authorized in writing as set forth in this section. All terms and conditions

contained in the Contract Documents and Small Works Bid Documents shall be applicable to Change Order work. Change Orders shall be issued on the form attached as Exhibit 5D and shall specify any change in time required for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

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

The District Representative may instruct the Contractor to make minor changes in the work where such changes are not inconsistent with the purposes of the Small Works Bid Documents, do not involve any additional cost and shall not require an extension of the Small Works Bid Document completion date. The Contractor shall make no such changes without receipt of a District Instruction, Exhibit 5E, setting forth the changes to be made. Contractor's compliance therewith shall constitute its acknowledgment that such changes shall not result in any claim for additional payment or extension of the Small Works Bid Document completion date. If the Contractor believes the instruction shall result in additional costs or time extensions, Contractor shall promptly notify the District of the same and not proceed with the changes. District Instructions, when issued, shall be in writing and signed by the District Representative.

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

GC-12 PAYMENT/RETAINAGE

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

Invoices shall clearly identify the Small Works Bid Document No. and be addressed as indicated in the Small Works Bid Documents.

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

If the District is requested in writing by the Contractor, the monies reserved hereunder (retainage) shall be placed in escrow with a bank or trust company located in Grant County, State of Washington by the District and interest on such escrowed funds shall be paid to the Contractor as said interest accrues, all as more fully provided in R.C.W. Chapter 60.28. However, any payments made to the Contractor hereunder shall not relieve the Contractor from responsibility

under provision of the Contract and warranties. Payment is not to be construed as acceptance by District or certification that the Contractor has performed the work correctly or according to Small Works Bid Documents.

GC-13 PAYMENTS WITHHELD

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

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

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

GC-14 ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

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

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

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

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

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

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

GC-16 COOPERATION WITH OTHERS

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

GC-17 WAGES PAID BY THE CONTRACTOR

Contractor and its Subcontractors shall comply with all provisions of R.C.W. Chapter 39.12 and Section 2.5 of the Collective Bargaining Agreement (hereinafter referred to as Section 2.5) between the District and IBEW Local No. 77. A copy of Section 2.5 is attached hereto as Exhibit 5Gö. Contractor and its Subcontractor shall pay all laborers, workmen, or mechanics employed by it or them in the performance of the Small Works Bid Document the greater of: (1) the applicable state prevailing wage rate required by (R.C.W. Chapter 39.12); or (2) the applicable wage rate required by Section 2.5. In the event the applicable wage rate(s) required to be paid by the Contractor or its Subcontractors change during the performance of the Small Works Bid Document, Contractor and its Subcontractors shall make any required adjustment so as to fully comply with any applicable state prevailing wage rate law (R.C.W. Chapter 39.12) and Section 2.5. Notwithstanding the foregoing, the District shall not be required to make any adjustment in the Contract Price as a result of changes in either the state prevailing wage rate law or Section 2.5, except as provided in W.A.C. 29-127-023.

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

Current minimum hourly prevailing wage rates for all classifications in Grant County will be provided with any Small Works Bid Documents.

GC-18 INSURANCE

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

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

Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:

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

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

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

3. **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of \$1,000,000 per accident** for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when applicable.
- B. Evidence of Insurance - Prior to performing any services, and within ten (10) days after receipt of the Contract Award, the Contractor shall file with the District a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming the District as an Additional Insured (AI not required for Workman's Comp).

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

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

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

GC-19 SAFETY

The Contractor and Subcontractor's attention is alerted to the strict enforcement and requirements of the "Occupational Safety and Health Act" (OSHA) and the "Washington Industrial Safety and Health Act" (WISHA). The Contractor and Subcontractor shall comply with all provisions thereof and make such reports and maintain records as the Acts requires. Any accidents requiring

medical attention or damage to District property shall be reported immediately to the District Representative.

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

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

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

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

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

GC-20 INSPECTION

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

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

GC-21 CONFLICT AND PRECEDENCE/INTENT

- A. In the event there are any conflicting provisions or requirements in the component parts of this Contract and the Small Works Bid Documents, the Documents shall take precedence in the following order:
1. Change Orders
 2. Notice to Proceed
 3. Addenda
 4. Small Works Bid Documents - Specific Requirements
 5. Small Works Contract - General Conditions
 6. Small Works Bid Documents - Technical Specifications

7. Small Works Bid Documents - Contract Drawings
8. Small Works Bid Documents - Instructions to Bidders
9. Payment and Performance Bond
10. Bid Proposal

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

GC-22 PRE-WORK CONFERENCE

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

GC-23 PROGRESS MEETINGS

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

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

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

GC-24 DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of work by any unforeseeable causes beyond the control of the Contractor, the Contract time shall be extended for such reasonable time as the District Representative shall determine. The Contractor agrees to complete the work within the Small Works Bid Document time as thus extended. Such extensions shall postpone the beginning of period for payment of liquidated damages but they and the events producing them shall not be grounds for claim by the Contractor of damages or for additional costs, expenses,

overhead or profit or other compensation. Except for delays caused by the acts or omissions of the District or persons acting for it, extensions of time granted by the District Representative to the Contractor shall be the Contractor's sole and exclusive remedy for any delays due to causes beyond the control of the Contractor.

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

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

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

GC-25 AUDIT OF RECORDS

Contractor shall maintain records and accounts in accordance with Generally Accepted Accounting Principles (GAAP) in connection with the performance of the Small Works Project which shall accurately document incurred costs both direct and indirect, of whatever nature. If District Representative establishes uniform codes of accounts for the project, Contractor shall use such codes in identifying its records and accounts. District Representative or their representatives shall have the right to examine and copy at all reasonable times, with advance notification, Contractor's records and accounts for the limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract Price adjustments and claims. Contractor shall make all records and accounts available to the District for inspection and copying at the District's main offices in Ephrata, Washington.

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

- A. The District shall have the right to take possession of, use and collect revenues from any completed, partially completed, satisfactory or unsatisfactory portions of the work after the time for completion of the work has expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Small Works Bid Document.
- B. The District shall be responsible for damages incurred as a result of use of the work except when such damages occur as a result of uncompleted work or faulty workmanship or materials. Prior to using any portion of the work, the District may notify the Contractor of inventory of work yet to be completed.
- C. During the progress of the work it may be necessary for the District to have access to the facilities to install certain material.

- D. The District shall have the right to operate all equipment as soon and as long as it is in operational condition, whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such times as directed and in such manner as shall cause the minimum interruption in the use of the equipment by the District.

GC-27 ENVIRONMENTAL CONTROL

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

GC-28 TAXES

- A. Except for the Washington State retail sales and use taxes as may be levied upon the Small Works Bid Document, pursuant to RCW Chapters 82.08 and 89.12, the Contract Price includes and the Contractor shall have the full exclusive liability for the payment of all taxes, levies, duties and assessments of every nature due and payable in connection with this Contract or its employees and Subcontractors performing works related to any Small Works Project.
- B. Washington State retail sales tax and use taxes levied upon the Small Works Bid Document pursuant to RCW Chapters 82.08 and 82.12 shall be excluded from the Total Bid Price and paid/reimbursed as follows:
 - 1. If the Contractor has, or is required to have a valid Washington State sales tax identification number, the identification number shall be furnished to the District on the Bid Form. The Contractor shall make payment of said Washington State retail sales and use taxes and Contractor shall be reimbursed by the District for the same. Contractor shall be solely responsible for any interest or penalties arising from late or untimely payment of said taxes.
 - 2. If the Contractor is not required to have a valid Washington State sales tax identification number, it shall specify the same on the Bid Form. In such event, the District, after receiving proper invoices from Contractor, shall make payment of said Washington State retail sales and use taxes levied upon this Contract to the Washington State Department of Revenue.

GC-29 BOND IN LIEU OF RETAINAGE

Pursuant to RCW Chapter 60.28, the Contractor may submit a bond in lieu of the retainage that the District would otherwise keep under the terms of the Small Works Bid Document and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided as a sample with these Contract Documents (see Exhibit 0H6). In the event the

Contractor fails at any time to pay persons protected under RCW Chapter 60.28 or the District has reason to believe that the District or other obligee under the bond has a claim against the retainage or for other good cause, the District may, at its option, resume retaining from monies earned by the Contractor in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the District's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to the terms of the Bond.

GC-30 NON-WAIVER

No waiver of any provision of this Contract, or any rights or obligations of either Party under this Contract, shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either Party to require the performance of any term of this Contract or the waiver of either Party of any breach under this Contract shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other Party hereto.

GC-31 PAYMENT AND PERFORMANCE BOND

To assure compliance with the terms of the Contract Document and Small Works Bid Document, the Contractor shall furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the amount of any Contract Award, excluding Washington State Sales Tax, with surety or sureties who are acceptable to the District. This Payment and Performance Bond shall remain in force for a period of 365 days after Final Acceptance. The Payment and Performance Bond must be on the form provided with the Small Works Bid Document, a sample of which is included with these Contract Documents as Exhibit 6C.

GC-32 AUTHORITY TO SIGN

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

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

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

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

(Print full legal name of Contractor)

BY: _____

BY: _____

TITLE: _____

SIGNATURE CERTIFICATION

(FOR CORPORATION)

STATE OF _____)

County of _____)

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

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

(Seal or Stamp)

Signature of Notary Public

Title
My Appointment Expires _____

(FOR PARTNERSHIP OR PROPRIETORSHIP)

STATE OF _____)

County of _____)

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

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

(Seal or Stamp)

Signature of Notary Public

Title
My Appointment Expires _____

EXHIBIT "A" – SAMPLE BID FORM

NAME OF BIDDER: _____
 (Full Legal Name)

TO: Public Utility District No. 2
 of Grant County, Washington
Insert Address Here
 _____, WA

Gentlemen:

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

The Total Bid Price shall be used in the Bid Evaluation.

Description	Total Bid Price
	\$

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

Payment shall be made upon completion of all work. *(This term is used for short duration projects where only one payment will be made at the end of the work)*

(Optional language if contract duration will exceed 30 days) If the Contract term is more than thirty (30) days in duration, Contractor may submit monthly invoices for work satisfactorily completed as determined by the District Representative. **OR - use alternative payment language clauses from the additional paragraph library.**

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

All Bidders shall attend a **mandatory site visit** on _____. Those Bidders not represented will not be allowed to bid on this Contract.

All work shall be completed by _____. Yes ____ No ____

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

Contractor shall begin work by _____ and complete all work on or before _____.
(Optional use when Bid evaluation or rejection is based on delivery by the date requested. Please see Instructions to Bidders Section 7, Bid Evaluation for Bids specifying completion later than _____, 20__.)

(CHECK ONE) We shall _____ shall not _____ be using Subcontractors. Listing of Subcontractors, if any, must be specified below. See Instructions to Bidders Section 8, Bidder's Data/Submittals.

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

Name	Address	Phone No.	Type of Work	Percent of Bid

Bidder has been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3). Yes ___ No ___ **MUST BE FILLED IN**

Attached hereto is a properly executed and notarized Signature Certification Form.

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

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

BIDDER: _____
Full Legal Name

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY & STATE: _____

PHONE NO.: _____

EMAIL: _____

State of Incorporation: ____

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

Yes ___ No ___ N/A ___

Washington Registration Certificate No. _____

Washington State Unified Business Identifier (UBI) Number _____

Washington State Employment Security Department Number _____

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

Signed by: _____

Name (Print): _____

Authorized Representative

Title: _____

Date: _____

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

EXHIBIT "B" – SAMPLE SMALL WORKS NOTICE TO PROCEED

To: _____

Date of Award: _____

Project Name: _____

Small Works Bid Document: _____

You are hereby notified to commence work on the above referenced project on or before _____, 20__, and you are to complete the work within _____ consecutive days thereafter. Contractor agrees to furnish all required work, including labor and specified materials, in full compliance with the terms and conditions contained in the District's Small Works Contract and the Project Specific Specifications and Requirements contained in the Small Works Bid Documents referenced above, which are herein incorporated by this reference.

The District agrees to pay the Contractor for the work specified herein to be performed, in the sum of _____ dollars (\$_____) plus applicable Washington State sales tax.

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

By: _____
Contract Officer

By: _____
District Representative

ACCEPTANCE

Contractor acknowledges receipt of this Notice and agrees to perform all work in accordance with the above referenced terms and conditions.

By: _____
Director

By: _____

Title: _____

Dated: _____

EXHIBIT "C" – SAMPLE PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ of _____, (hereinafter called the "Principal"), and _____, as Surety, are jointly and severally held and bound unto PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON (hereinafter called the "District"), in the sum of _____ Dollars (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

This bond is executed pursuant to and compliance with Chapter 39.08, Revised Code of Washington, and all rights and remedies under this bond shall be determined in accordance therewith.

THE CONDITION of this bond is such that, WHEREAS, on the _____ day of _____, 20____, the said Principal herein, executed a certain contract with the District, by the terms, conditions and provisions of which contract the said Principal herein, agrees to furnish all material and do certain work, to-wit: _____ per the Contract Documents made a part of said Contract, which Contract as so executed is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said Contract in all respects, including all guarantees and warranties arising thereunder, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said contract, upon the terms proposed therein and within the time prescribed therein, or within such extensions of time as may be granted under said Contract and shall hold the District harmless from all costs and damages (including reasonable legal fees) which it may incur by reason of any failure to do so, and shall fully reimburse and repay the District for all expense which it may incur in making good any such failure of performance on the part of the Principal, and shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work and shall fully reimburse the District for any excess in cost of construction over the cost set in the Contract and any amendments thereto, occasioned by any default of the Principal under the Contract and any amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and effect.

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

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on the bond and notice to Surety is not required for such increased obligation.

Dated this _____ day of _____, 20____.

"PRINCIPAL"

BY: _____

"SURETY"

BY: _____

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

* Contractor shall attach Power of Attorney for person signing on behalf of Surety.

EXHIBIT "D" – SAMPLE CHANGE ORDER FORM

NO. _____

Pursuant to Section GC-11, the following changes are hereby incorporated into this Contract:

- A. Description of Change:

- B. Time of Completion: The time of completion shall be increased (decreased) by _____ days.
 The revised completion date shall be _____.
OR
 The completion date shall remain _____.

- C. Contract Price Adjustment: As a result of this Change Order, the (not to exceed) Contract Price shall remain unchanged (be increased/decreased by the sum of \$ _____ plus sales tax). This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised (maximum) Contract Price is \$ _____, which amount the Contractor acknowledges is the (maximum) Contract Price for the work including changes incorporated by this Change Order. *Insert the Maximum verbiage when dealing with any contract with a Not to Exceed dollar amount in the Contract Documents.*

- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

FULL NAME OF CONTRACTOR IN CAPS

Accepted By: _____
Name of Authorized Signature
Title

Accepted By: _____
Name of Authorized Signature
Title

Date: _____

Date: _____

EXHIBIT "E" – SAMPLE DISTRICT INSTRUCTIONS

No. _____

Project: _____

Date: _____

Contract No.: _____

Drawing No.: _____

To: _____

(Contractor)

This District Instruction is issued in accordance with the terms and conditions of the Contract Documents as:

_____ an interpretation of Contract Documents, or

_____ an order to proceed immediately with minor change not affecting Contract Price or time for completion of work.

INSTRUCTION: _____

DO NOT PROCEED with this District Instruction if you believe it will provide the basis for a claim or increase in the Contract Price or time for completion of the work. By following this District Instruction, Contractor hereby agrees that as a result thereof, there shall be no change in Contract Price or time of completion and waives any claim relating thereto.

RECEIPT ACKNOWLEDGED AND INSTRUCTION ACCEPTED:

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

FULL NAME OF CONTRACTOR IN CAPS

Accepted By: *(print name)* _____

Accepted By: *(print name)* _____

Title: District Representative

Title: *print title*

Date: _____

Date: _____

EXHIBIT "F" – SAMPLE CERTIFICATE OF COMPLETION AND RELEASE

FROM: _____
(Contractor)

TO: Public Utility District No. 2 of Grant County, Washington
(District)

Small Works Bid Document No. _____

Entered into the _____ day of _____, 20____.

Between Public Utility District No. 2 of Grant County, Washington and
_____ of _____, _____ for

Located in the County of _____ and STATE OF WASHINGTON.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Change Orders and modifications the balance of \$_____.
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the District to the Contractor:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
(Itemize claims and amounts due - If none, so state)
3. The undersigned further certifies that all work required under this Contract including work required under change orders numbered _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

Certificate of Completion and Release
Page 2

4. Except for the amounts stated under paragraphs 1 and 2, hereof, the undersigned has received from the District all sums of money payable to the undersigned under or pursuant to the above mentioned Contractor or any modification or change thereof.
5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof; provided however, that if for any reason the District does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but shall release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 1, hereof, he shall release the District from any and all claims of any nature whatsoever arising out of said Contractor or modification thereof, and shall execute such further released or assurances as the District may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20____.

_____(SEAL)

(Signature and Title of Officer)

STATE OF _____)

County of _____)

_____, being duly sworn on oath, deposes and says: That he is the _____ of the _____, that he has read the foregoing Certificate by him subscribed as _____ (Title) of the _____(Corporation/Company).

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

(Seal or Stamp)

Signature of Notary Public

Title

My Appointment Expires _____

EXHIBIT “G” – COLLECTIVE BARGAINING AGREEMENT, SECTION 2.5

2.5 Contracting and Job Security

2.5.1

The District shall make appropriate provisions in any agreement entered into with any building trades, electrical or mechanical contractor or subcontractor, for the furnishing of work to the District, that such contractor or subcontractor shall conform to the Contract provisions of Washington State law affecting Public Utility District at the time of the contract award, except that contracts let in accordance with Section 2.5.2 shall require adherence to current wage rates. The District shall require contractors to furnish the District with the rates of wages and other employee benefits.

2.5.2

For purposes of the preceding paragraph with respect to contracts for line and substation maintenance and construction, including pole testing and tree trimming, current and prevailing wage rates, employee benefits and working conditions shall be defined as the equivalent of those expressed through collective bargaining for the Union's construction membership. Verification of payment shall be furnished to the Union by way of Contractor certified payroll documents upon request. It is agreed by the parties hereto that this requirement can be fulfilled by the contractors having an agreement with Local 77.

2.5.3

Written notice shall be given to the Union prior to the start of pending contract work.

2.5.4

It is recognized by both the Union and the District that a stable total work force is desirable. To this end, the District shall not use contracting as a reason for reduction of force. In the case of lack of work because of automation or technological change, reductions shall be made by attrition when reassignment is not feasible. Employees so affected shall not lose their established pay rate.

EXHIBIT “H” – SAMPLE BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Public Utility District No. 2 of Grant County, Washington (hereinafter “District”), and to any claimants eligible to file a lien or claim against monies retained by the District pursuant to RCW 60.28 (hereinafter collectively designated as “Obligees”), from monies earned by Principal in the sum stated below, to the payment of which, well and truly to be paid, we bind ourselves, or heirs, executors and successors jointly and severally, firmly by these presents.

The condition of the obligations is such that, whereas, on _____, the Principal and the District entered into a Contract for public improvement for _____ and, whereas, the Principal requested the District to accept this bond in lieu of all of the Contract retainage which the District would otherwise be required to withhold pursuant to Chapter 60.28 RCW; and whereas, the Principal has submitted to the District this bond executed by itself and the Surety, a corporation authorized to issue surety bonds in the State of Washington, in the penal sum of _____ Dollars, (\$ _____) lawful money of the United States of America, which is five (5) percent of the Contract Price, and the Principal has requested the District, within thirty (30) days of delivery of the bond to the District, to release the monies that would otherwise be retained; and the District has consented to permit Principal to file this bond in lieu hereof.

NOW, THEREFORE, if the Principal shall indemnify the Obligees from all loss which Obligees may suffer by virtue of the release of retainage to Principal on monies earned or to be earned, and shall pay any sum which Obligees may recover on their claims, together with costs of suit, reasonable attorney’s fees, and interest to which the claimants may be entitled consistent with law and any claims, costs of suit and reasonable attorney’s fees incurred by the District, then this obligation to be null and void, otherwise to be in full force and effect.

Provided: however, it is expressly understood and agreed:

1. This bond is given and accepted under and in accordance with the provisions of RCW 60.28 and is subject to all claims and liens and in the same manner and priority as set forth for retained percentages contained therein.
2. The laws of the State of Washington shall be applicable in the determination of the rights and obligations of the parties hereunder.
3. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of anyone other than the Obligees herein identified.
4. The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal sum of this bond unless change orders, changes in quantities of work or materials provided or other amendments to the Public improvement Contract increase the amount the District is required to retain, in which event the aggregate liability of the Surety shall increase by a sum equaling the increase in the Contract Price multiplied by five (5) percent.
5. The Surety acknowledges that increases in Contract Price may occur as identified in the preceding paragraph. The Surety hereby waives any defense of lack of notice of said

increases and the consequent increases in retainage released to the Principal against claims by the Obligees, or any of them.

6. In the event Principal fails at any time to pay persons protected under Washington law, RCW Chapter 60.28, or the District has reason to believe that the District or other Obligee has a claim against the retainage or for other good cause, the District claim against the retainage may, at its option, resume retaining from monies earned by Principal such amount as it would otherwise be entitled to retain had this bond not been accepted. Notwithstanding the District's resuming such retainage, this bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Principal. After Principal has paid protected persons or otherwise cured any default, the District may, at its option, again release retainage pursuant to this agreement. Notwithstanding any action the District may take pursuant to this section, Surety shall remain liable as set forth above. It shall be no defense, by Surety or Principal, against any claim under this bond that the District should have resumed retaining monies.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seal this __ day of _____, 20____.

PRINCIPAL: _____

SURETY: _____

Attorney in Fact

Attorney in Fact

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

* Contractor shall attach Power of Attorney for person signing on behalf of Surety

CONTRACT DRAWINGS OR DOCUMENTS
(insert here)

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) " _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) " _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person "	Date "
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- c An individual who is a U.S. citizen or U.S. resident alien,
- c A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- c An estate (other than a foreign estate), or
- c A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- c The U.S. owner of a disregarded entity and not the entity,

c The U.S. grantor or other owner of a grantor trust and not the trust, and

c The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- c Protect your SSN,
- c Ensure your employer is protecting your SSN, and
- c Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.