

Part I

General Bidding Information

Public Utility District No. 1 of Okanogan County

CALL for BIDS

No. 449-21

**ASTON ESTATES UNDERGROUND POWER AND
DOMESTIC WATER MAIN IMPROVEMENT PROJECT**

Response Deadline: April 15, 2021/ 2:00 PM PDT

Issuing Organization

Public Utility District No. 1 of Okanogan County has issued this Call for Bids.

All contacts should be made through Roy Schwilke, Facilities Manager and Purchasing Agent,
at 509-422-8484.

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GENERAL OFFICE
OKANOGAN, WA 98840
P.O. BOX 912
(509) 422-3310
FAX 422-4020

OMAK, WA 98841
P.O. BOX 2086
(509) 422-8380
FAX 422-8382

BREWSTER, WA 98812
P.O. BOX 187
(509) 689-2502
FAX 689-3090



OROVILLE, WA 98844
P.O. BOX 1969
(509) 476-2928
FAX 476-2445

TONASKET, WA 98855
P.O. BOX 585
(509) 486-2131
FAX 486-1710

TWISP, WA 98856
P.O. BOX 514
(509) 997-2526
FAX 997-1719

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

CALL for BIDS

BID No. 449-21

NOTICE IS HEREBY GIVEN that the Public Utility District No. 1 of Okanogan County (hereinafter called the "District") will receive sealed Bids from individuals, firms or corporations until 2:00 p.m., Thursday, April 15, 2021, at the offices of the District at 1331 Second Avenue North, Okanogan, WA, or by mail at Post Office Box 912, Okanogan, WA 98840. This Call for Bids is for the purpose of installation of underground power conduit and domestic water system construction services for the District and Aston Estates Domestic Water Association in Okanogan County.

All Bids must be submitted as provided in the Notice and Instructions to Bidders. Bids will be publicly opened and read in the District office at 1331 Second Avenue North, Okanogan, WA, on April 15, 2021 at 2:00 p.m.

Each Bid shall be accompanied by a certified or cashier's check payable to the District for the sum of not less than 5 percent (5%) of the amount of the Bid or accompanied by a Bid Bond in an amount not less than five percent (5%) of the Bid with a corporate surety licensed to do business in the State of Washington and subjected to the jurisdiction of the State of Washington.

This Call for Bids shall be considered to be in conformity with RCW 54.04 and the terms of said laws are incorporated herein by this reference.

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

Roy Schwilke,
Facilities Manager and Purchasing Agent
509-422-8484

INTRODUCTION

The purpose of this Call for Bids is to select a qualified Contractor to provide the trenching and installation of power conduit for District facilities and domestic water main for the Aston Estates Domestic Water Association located in Okanogan County, Washington.

It is expected that a Contract will be awarded following public advertisement for competitive Bids, evaluation of the Bids and selection of the winning Bid by the District.

Parties interested in competing for this Project must submit Bids in accordance with the instructions contained herein.

NOTICE AND INSTRUCTIONS TO BIDDERS

BID No. 449-21

ASTON ESTATES UNDERGROUND POWER AND DOMESTIC WATER MAIN IMPROVEMENT PROJECT

- 1. Sealed Bids** for the construction, including the supply of necessary labor and equipment, of an electric and water project for PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY (hereinafter called the "District") will be received by the District at 1331 Second Ave. N., P.O. Box 912, Okanogan, Washington 98840, as per the attached Call for Bids. No bids will be considered which are received after the time specified. Bids may be sent by mail or turned in personally.
- 2. Obtaining Documents.** The Project Documents are attached with the bidding documents. If additional copies are needed, they can be purchased or the Project Documents may be examined at the office of the District.
- 3. Examination of Project Documents.** Each Bidder shall thoroughly examine and be familiar with the Project Documents. Project Documents can include, but are not limited to, assembly drawings, construction specifications, mitigation measures, construction schedule limitations, timing restrictions, and other documents. Submission of a Bid shall constitute an acknowledgement upon which the District may rely that the Bidder has thoroughly examined and is familiar with each of the Project Documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Project Documents.
- 4. Interpretation of Project Documents.** Should a Bidder find discrepancies in or omissions from the District's requirements, or be in doubt as to their meaning, the Bidder shall at once notify the Engineering Manager of the District and, if required, an addendum will be mailed or delivered to each Bidder. All such addenda shall become a part of the Project documents.
- 5. Manner of Submitting Bids.** Three (3) copies of the Bids and all supporting instruments must be submitted on the forms furnished by the District and must be delivered in a sealed envelope prominently marked 'ASTON ESTATES UNDERGROUND POWER AND DOMESTIC WATER MAIN IMPROVEMENT PROJECT' and 'Bid No. 449-21'. The name and address of the Bidder and the Bidder's email address must appear on the envelope in which the Bid is submitted. Bids must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. The Bid Price shall be all inclusive to include the furnishing of all materials, tools, equipment, all taxes (excluding Washington State sales tax), licenses, insurance, overhead, profit and all miscellaneous items as required by the Project Documents.

6. **Withdrawal or Modification of Bid.** The Bidder may, without prejudice to themselves, withdraw, modify or correct a Bid after it has been deposited with the District; provided a request for such is filed with the District in writing before the time set for opening bids and any modification or correction is completed prior to time set for opening.
7. **Due Diligence.** Prior to the submission of the Bid, the Bidder shall make and shall be deemed to have made a careful examination of the site of the Project and of the Project Documents, and shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the Project. Bidders must assume all responsibility for conclusions or assumptions which may be made as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavation, and of doing other work affected by the subsurface conditions of the site of the Work. The failure or neglect of the Bidder to fully familiarize itself with the conditions of the Project site shall in no way relieve it of any obligations with respect to the Bid or to the Contract. No claim for additional compensation will be allowed based upon lack of knowledge of the site or Project Documents.
8. **Bid Deposit.** Each Bid must be accompanied by a certified or cashier's check, or a bid bond as provided in the Call for Bids. Each Bidder agrees that by filing its Bid together with such Bid Bond or check in consideration of the District's receiving and considering such Bid, said Bid shall be firm and binding upon each such Bidder and such Bid Bond or check shall be conditional that the Bidder will pay as liquidated damages the amount specified in the Bond unless he or she enters into a Contract in accordance with his or her Bid and furnishes the Performance and Payment Bonds within 10 days from the date on which he or she is notified that he or she is the successful bidder.
9. **Payment of Prevailing Wages. The Bidder agrees to comply with RCW 39.12.** The Bidder agrees that no workman, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wages" as determined by the industrial statistician of the Department of Labor and Industries. Said wage rates are attached or are by reference made part of this Contract as though set forth herein.

Before payment of any invoices will be made, the Bidder shall submit, and the State Department of Labor and Industries shall have approved, a statement of intent to pay prevailing wages for the labor classifications involved.

10. **Permits and Licenses.** It shall be the Contractors responsibility to obtain all federal, state and local permits and licenses required to complete the Project in Okanogan County.
11. **Taxes.** Washington State sales tax shall not be included in the Bid. The amount of tax reported and paid by the Bidder to the Washington State Department of Revenue due to any and all payments made to the Bidder for work performed under this Contract shall be coded to the proper local or county authority by using the proper tax code location. Additionally,

the Bidder shall require all subcontractors performing work under this Contract to comply in the same manner.

- 12. Discrepancy in Unit Prices.** Where the unit prices in the Contractor's Estimate are separated into three columns designated as "No. of Units", "Unit Price" and "Extended Price", and where a discrepancy appears between the sum shown in the "Extended Price" column, the quantities appearing in the "No. of Units" column multiplied by the "Unit Price" column shall control the amounts appearing in the "Extended Price" column. Likewise, the correct extensions shall control the amounts appearing in the "Total Estimate" line. No. of Units are the District's estimates and may differ from the number of units actually used or involved in the Project.
- 13. Minor Irregularities.** The District reserves the right to waive minor irregularities or minor errors in any Bid, if it appears to the District that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected by the Bidder on the Bid in which they occur prior to the acceptance thereof by the District.
- 14. Escalation Clause.** Bids will not be accepted if an escalation clause is submitted as part of the Bid.
- 15. Bid Rejection.** The District reserves the right to reject any or all Bids.
- 16. Bidder/District.** It is understood that the Bidder does not represent the District and has no authority to obligate the District for any payment or benefit of any kind.
- 17. The Time for Completion of Construction** of the Project shall be completed and operational no later than July 30, 2021.
- 18. Postponement of Opening.** The District reserves the right to postpone the date and time announced for opening of Bids. Such postponement may be made any time before the time announced for the opening of Bids and notification will be made on the District's website and by email to the Bidders if a bid envelope with the Bidders email address on the outside has been received.
- 19. Bid Evaluation and Award of Contract:** The District's evaluation of the Bids shall include but not be exclusive of the following:
 - A review of the entire Bid package submitted by the Bidder to determine if, in the District's judgment, all requested information has been submitted and all instructions followed, and thus, the Bid is deemed 'responsive' as defined in RCW 39.04.010.
 - The ranking of the Bidders as determined by the Total Line Construction price submitted in the Bid.

No award of the Contract shall be invalidated solely because of the failure of any prospective Bidder to receive a Call for Bids.

20. Security for Faithful Performance. Simultaneously with executing the Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this Contract and for the payment of 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. The Surety Bond or Bonds must meet all of the requirements of RCW 39.08.010 and shall provide that any person or persons performing services or furnishing material to any subcontractor pursuant to the Contract shall have the same right under the provisions of the bond as if such work, services, or material was furnished to the original Contractor. Such Surety Bond or Bonds shall be with an acceptable surety licensed in the State of Washington and subjected to the jurisdiction of the State of Washington and shall be in a sum not less than 100% of the Contract price.

The District reserves the right to require Contractor to furnish a Performance and Payment Bond rider to increase the original Performance and Payment Bond amount if the value of the work exceeds the original Contract amount. The Contractor shall be allowed to invoice the District for actual Payment and Performance Bond premiums as a result of securing the rider(s).

21. Contract is Entire Agreement. The Contract (including all documents incorporated therein by reference), a copy of which is included in the Bid Packet, to be effected by the acceptance of the Bid shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modifications thereof resulting from any representation or promise made at any time by any officer, agent or employee of the District or by any other person.

22. Representative. Contractor will provide at least one representative that will be the District's main contact for any issues that come up within the life of the Contract. Normal working hours and after hours phone numbers are required.

23. Laws and Regulations. Contractor will fully perform in accordance with all applicable Federal, State and Local laws, rules and regulations.

24. Right to Inspect. The District and Aston Estates Domestic Water Association reserves the right to perform any tests or inspection necessary to verify conformity with the Specifications at any and all times during the Work.

BID FORM

BID No. 449-21

Date: _____

Public Utility District No. 1 of Okanogan County
PO Box 912
1331 Second Avenue North
Okanogan, WA 98840

In compliance with the Call for Bids, Notice and Instructions to Bidders, Contract, and the Construction Specifications, the undersigned

_____, hereby proposes and agrees to the following:

1. To furnish labor and equipment in strict accordance with the Contract documents, and for the total price set forth in Exhibit 1 attached hereto and incorporated herein as thoroughly set forth herein.
2. Bidder's standard warranties on labor, equipment and workmanship apply unless exceptions are herewith noted and copies of standard warranties will be furnished upon request.
3. That we are completely familiar with and aware of all the terms and conditions of the Contract documents and site conditions.
4. All prices are firm and are quoted, Washington State sales tax, or compensating use tax.

Name of Firm Bidding: _____

Signature: _____

Name (typed or printed): _____

Title: _____

Name of Partners: _____

UBI No.: _____

Phone No.: _____

Email: _____

Project Timeline

BID No. 449-21

March 31, 2021	Bid Published
April 7, 2021	Second Publication of Bid
April 15, 2021	Bid Submittal Due
April 20, 2021	Bid Selection and Award
April 27, 2021	Contract Execution
May 3, 2021	Project Construction can Begin
July 30, 2021	Project Completed

Part II

Example Contract

PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY

ASTON ESTATES UNDERGROUND POWER AND DOMESTIC WATER MAIN IMPROVEMENT PROJECT

I. PARTIES

This Contract is entered into by and between **Public Utility District No. 1 of Okanogan County**, with its principal place of business located at 1331 Second Avenue North (P.O. Box 912), Okanogan, WA 98840, hereinafter referred to as the "District", and _____, with offices and its principal place of business located at _____, hereinafter referred to as the "Contractor."

II. STATEMENT OF WORK

This Contract shall include all requirements of Bid No. 449-21 for the Aston Estate Underground Power and Domestic Water Main Improvement Project and attachments.

III. COMPENSATION

The District shall pay the Contractor for services in an amount equal to the construction and labor costs listed in the Contractor's Bid Proposal.

The maximum amount payable to the Contractor by the District under this Contract shall not exceed _____ plus applicable taxes.

The Contractor shall submit to the District for approval within the first ten (10) days of each month a statement, including sales tax, itemizing all services from the immediate preceding month. The Contractor shall mail all billings to the District, attention Roy Schwilke, Purchasing Agent. The District shall pay the Contractor within thirty (30) days after receipt of the billing for all uncontested amounts. The District reserves the right to withhold payment of any disputed amount for which it has given the Contractor notice, after receipt of the Contractor's billing, that the charges are in dispute. A Payment and Performance Bond will be required. A ten percent (5%) retainage will be withheld from each billing (not including sales tax), which will be paid by the District upon successful completion of all requirements of the Contract and the State of Washington.

IV. TERM OF AGREEMENT

This Contract shall commence when the Contract document is signed and shall terminate on December 31, 2021.

V. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of Contract No. _____; 1) General Terms and Conditions; 2) Notice and Instruction to Bidders; 3) Bid No. 449-21; 4) Proposal of Aston Estates Underground Power and Domestic Water Line Improvement dated _____; 5) Notice of Intent to Pay Prevailing Wages; Payment and Performance Bond; 6) Certificate of Liability Insurance; 7) Debarment, Suspension, Ineligibility or Voluntary Exclusion Certificate Form; 8) Certificate of Compliance of Wage Payment Statutes Form.

VI. ADMINISTRATION

The District’s technical representative for this work is Allen Allie, Engineering Manager.

VII. BOUND PARTIES

This Contract shall be binding upon the parties hereto and their representatives, heirs, executors, successors and assigns.

VIII. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract.

**Public Utility District No. 1
of Okanogan County**

EXAMPLE

By _____
Steven N. Taylor

By _____
EXAMPLE

Title General Manager

Title EXAMPLE

Date _____

Date EXAMPLE

Contractor’s Washington State Registration
Identification No.:

EXAMPLE

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

A. District

"*District*" shall mean Public Utility District No. 1 of Okanogan County, a municipal Corporation of the State of Washington.

B. Contractor

"*Contractor*" shall mean the person, firm, partnership or corporation who has executed this Agreement.

C. Subcontractor

A person, firm, partnership or corporation having a contract with *Contractor* or with a Subcontractor to any tier of *Contractor* for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the statement of work, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, manner or description whatsoever by either party to the other except as expressly set forth and herein above written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement, *Contractor* shall operate as, and have the status of, an independent Contractor and shall not act as or be an agent or employee of the *District*. For this reason, all of the *Contractor's* activities will be at its own risk.

4. PROFESSIONAL CONDUCT

Contractor agrees to perform its consulting services with that standard of care, skill and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that hereunder. *Contractor* is hereby given notice that the *District* will be relying on the accuracy, competence and completeness of *Contractor's* services hereunder in utilizing the results of such services.

5. INDEMNIFICATION

Contractor shall protect, hold free and harmless, defend and pay on behalf of the *District* (including its managers, commissioners and employees) all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury or death, sustained by any person (including *Contractor's* employees), or damage to property of any kind, which injury, death or damage is to the extent caused by *Contractor's* negligent performance of this contract. *Contractor's* hold harmless agreement shall apply to any negligent act or omission, or willful misconduct, whether passive or active, on the part of *Contractor* (its agents or employees); except that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the negligence or the willful misconduct of Public Utility District No. 1 of Okanogan County, its managers, commissioners and employees.

6. INSURANCE

General Liability and Automobile Liability Insurance carried by the *Contractor* shall be primary insurance irrespective of any coverages carried by the *District*. The *Contractor* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements:

(a) Worker's Compensation Insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf, of its employees.

(b) Employer's Liability, Professional Liability, Commercial General Liability (bodily injury and property damage) and Comprehensive Automobile Liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000. Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming the District as additional insured and add a separation of insured clause or a cross liability endorsement.

Contractor shall deliver to the *District*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by the *District* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days' notice will be given in writing to the *District* prior to cancellation, termination or alteration of said policies of insurance. Such advance notice of cancellation, termination or alteration of said policies shall be delivered to the *District*.

District and *Contractor* waive all rights against each other and their officers, directors, agents and employees for damage covered by property insurance during and after the completion of *Contractor's* services. To the extent possible, if the services result in a construction phase, a provision similar to this shall be incorporated into all construction phase contracts entered into by *District*, and all construction Contractors shall be required to provide waivers of subrogation in favor of *District* and *Contractor* for damage or liability covered by any construction Contractor's policy of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *Contractor* to the *District* for clarification. Any work affected by such conflicts, discrepancies, errors or omissions that is performed by *Contractor* prior to clarification by the *District* shall be at *Contractor's* risk.

8. ROYALTIES, PATENTS AND LICENSES

The *District* shall have a permanent, assignable, non-exclusive royalty-free license to use any concept, product or process, patentable or otherwise, furnished or supplied to the *District* by *Contractor*, or otherwise conceived and/or developed by *Contractor* in the performance of this Agreement. If requested by the *District*, *Contractor* agrees to do all things necessary, at the *District's* sole cost and expense, to obtain patents or copyrights of any processes, products or writings conceived and/or developed or produced by *Contractor* in the performance of this Agreement, to the extent that the same may be patented or copyrighted, and further agrees to execute such documents as may be necessary to implement and carry out the provisions of this paragraph. All materials prepared or developed by *Contractor* hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, shall become the property of the *District* when prepared, whether delivered to the *District* or not, and shall, together with any materials furnished *Contractor* by the *District* hereunder, be delivered to the *District* upon request and, in any event, upon termination of this Agreement. *Contractor* shall not be liable for use by the *District* of any of the above-mentioned material that was prepared by *Contractor* on projects other than that specifically covered by this Agreement.

9. NONDISCLOSURE

Contractor agrees that he will not divulge to third parties, without the written consent of the *District*, any information which relates to the technical or business activities of the *District* obtained from or through the *District* in connection with the performance of this Agreement unless: (i) the information is known to *Contractor* prior to obtaining the same from the *District*, (ii) the information is, at the time of disclosure by *Contractor*, then in the public domain; or (iii) the information is obtained by

Contractor from a third party who did not receive the same, directly or indirectly, from the *District* and who has no obligation of nondisclosure with respect thereto; or (iv) *Contractor* is required to disclose information pursuant to any law, subpoena, court order or government directive. *Contractor* further agrees that he will not, without the prior written consent of the *District*, disclose to any third party any information developed or obtained by *Contractor* in the performance of this Agreement except to the extent that such information falls within one of the categories described in (i), (ii), (iii) or (iv) above.

If so requested by the *District*, *Contractor* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

10. SUBCONTRACTS

Any contract entered into by *Contractor* with any subcontractor or any person or organization for the performance of this Agreement, or any portion thereof, without prior written consent of *District* shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *Contractor* or its surety of their responsibilities under this Agreement.

In the event the *District* consents to the *Contractor* entering into a subcontract, the *Contractor* shall verify that the subcontractor meets the responsibility criteria for performing public works listed in RCW 39.04.350(1) and require the subcontractor to include this verification requirement in each of its subcontracts.

11. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action involving the Contractor and the District shall be exclusively in a court of competent jurisdiction of the State of Washington, County of Okanogan.

Contractor shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders and regulations applicable to the work. *Contractor* shall hold the *District* harmless as a result of any infractions thereof by it or any of its Subcontractors.

Without limitation on the foregoing, the *Contractor* shall comply with (i) the Washington Industrial Safety and Health Act (WISHA); (ii) if required, Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, including posting of notices, filing of reports, and initiation of programs; and, if required, the *Contractor* also will contract with all of its vendors, subcontractors, and/or agents to comply with the foregoing Executive Orders.

The *Contractor* agrees that no workman, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries. The *Contractor* shall provide a Statement of Intent to Pay Prevailing Wage.

Contractor shall comply with RCW 41.50 & WAC 415-02-325 (statutory requirements of Washington State Department of Retirement Systems) and agrees to report to the *District*, if any employee who performs a service for the *District* as the owner or employee of the *Contractor*, is a 2008 ERF (Early Reduction Factor) retiree and receiving a retirement disbursement. If the *District* incurs an overpayment liability from WA State DRS as a result of non-disclosure, the *Contractor* will be held liable for costs incurred by the *District*. The *Contractor* may request a Retirement Status Form from WA State DRS.

12. TERMINATION

The *District* may, by written notice to the *Contractor*, terminate this Agreement in whole or in part any time, either for the *District's* convenience or for the default of *Contractor*. Upon such termination, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the *Contractor* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by the *District*, become the property of and be delivered to the *District*. Such materials are not intended or represented to be suitable for reuse by the *District* or others for the completion of the project covered by this Agreement by others, on extensions of this project or on any other project, without written verification or adaptations by *Contractor*. Any reuse other than for the specific purpose intended will be at the *District's* sole risk and without liability or legal exposure to *Contractor*.

If the termination is for the convenience of the *District*, an equitable adjustment in the agreement price shall be made by agreement between *Contractor* and *District* in the compensation to be paid *Contractor* under this Agreement, including reasonable termination expenses, but no amount shall be allowed for anticipated profit or unperformed services.

If, after notice of termination for failure to fulfill Agreement obligation, it is determined that the *Contractor* had not so failed, the termination shall be deemed to have been effected for the convenience of the *District*. In such event, adjustment in the Agreement price shall be made as provided in the paragraph above.

The rights and remedies of the *District* provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

13. CHANGES

The *District* may at any time, by written order, make changes within the Statement of Work of the Agreement in the services to be performed. If such changes cause an increase or decrease in the cost of or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *Contractor* of the notification of change, unless the *District* grants a further period of time before the date of final payment under the Agreement.

No services for which an additional cost or fee will be charged by the *Contractor* shall be furnished without the prior written authorization of the *District*.

14. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by the *District*. This periodic review shall not relieve the *Contractor* of responsibility for proper performance of the services.

15. AUDITS

The *Contractor* shall, during the life of this contract and for a period of three (3) years following the final settlement and close out of the contract, retain sufficient evidence, which shall be freely disclosed to the *District* and its agents to permit verification of proper performance of entitlement to payments for work under this contract.

16. REPORTS AND RECORDS

The *Contractor* shall provide reports submitted in the manner directed by the *District*. The *Contractor* shall maintain on file and have available to the *District* its calculations in legible form for a period of three (3) years following termination of this Agreement. Said files shall also include drawings, specifications, reports and any other documents prepared by the *Contractor* in connection with any or

all of the services furnished hereunder, which items shall be the property of the *District* subject to stipulations of paragraph 8 of this agreement.

17. INVOICES

Contractor shall invoice in duplicate referencing this Agreement number and the Work Release Order Number, if any. Invoices shall be itemized and supported by proper documentation. Invoices are to be mailed in duplicate directly to:

Att'n: Roy Schwilke
Okanogan County PUD No. 1
P.O. Box 912
Okanogan, WA 98840

18. NOTICES

Any notice required to be given under this Agreement shall be given by depositing in the U.S. Mail, with registered postage prepaid, to the address of the *District* or *Contractor* respectively, as set forth herein, and shall be effective on the date of mailing as shown by the postmark or shall be given in writing served on an officer of the *Contractor* or on the Technical Representative of the *District*.

19. TITLE

The *District* shall retain title to all *District* furnished property. All *District* property and all property acquired by the *Contractor* or its subcontractors are subject to the provisions of this clause. If this contract contains a provision directing the *Contractor* or its subcontractor to purchase material or equipment for which the *District* will reimburse the *Contractor* or its subcontractors as a direct item of cost under this contract –

- (i) Title to material and equipment purchased from a vendor shall pass to and vest in the *District* upon random delivery of such material and equipment, and
- (ii) Title to all other material and equipment shall pass to and vest in the *District* upon –
 - (a) Issuance of the material and equipment for use in contract performance; or
 - (b) Commencement of proceedings of the material and equipment or its use in contract performance; or
 - (c) Reimbursement of the cost of the material and equipment by the *District*, whichever occurs first.

20. ASSIGNMENT OF RIGHTS

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

21. ATTORNEY'S FEES

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

22. DISPUTE RESOLUTION

Applicable Law and Dispute Resolution. This Agreement shall be construed and enforced pursuant to the laws of the State of Washington. Any dispute, controversy, breach or other type of claim (collectively referred to as "dispute") arising out of or relating to this Agreement shall be resolved in the following manner.

a. Within seven (7) days after either party determines that an unresolved dispute exists, the party seeking relief shall serve the other party with a written notice specifying the nature of the dispute in detail.

b. Within seven (7) days after receipt of notice of dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meeting must have the authority to enter into binding resolution on behalf of each party. If an agreement is reached, the parties shall document the resolution of the dispute in writing.

c. If no agreement is reached, either party may request facilitated mediation. A written request for mediation shall be served on the other party within seven (7) days of the meet and confer session. The parties shall within thirty (30) days of receipt of request for mediation agree on a qualified, neutral mediator. In the event a mediator is selected by the parties, the costs shall be born equally between the parties. Each party shall bear its own costs and attorney's fees of the mediation process. The mediation shall conclude within thirty (30) days of the submittal to the mediator.

d. In the event the above methods fail to resolve the dispute, either party may bring legal action for dispute settlement against the other party of which the venue will be in a court of competent jurisdiction in Okanogan County, Washington.

Part III

Bid Units

Exhibit A

Underground Power Conduit

Exhibit B

Domestic Water Main

UNDGROUND POWER AND DOMESTIC WATER MAIN CONSTRUCTION

Underground Power Conduit Installation Extended Price

Part A\$ _____
Part B _____
Part C _____
Part D _____
Part E _____
Part F _____
Part G _____
Part H _____
Part I _____
Part J _____

Total Underground Power Installation \$ _____

Domestic Water Line Construction Extended Amount

Item 1\$ _____
Item 2 _____
Item 3 _____
Item 4 _____

Total Water Line Construction \$ _____

TOTAL CONSTRUCTION \$ _____

EXHIBIT A

POWER CONDUIT INSTALLATION UNITS – CONSTRUCTION

Background: The Public Utility District No. 1 of Okanogan County (OKPUD) has a need to replace underground direct buried power facilities and install underground conduit for a fiber optic line in the Aston Estates Development in Omak Washington.

Project: The proposed project will be to abandon the existing direct buried underground powerline and trench in new conduit adjacent to the existing line. The Contractor will be responsible for trenching approximately 10,150' of ditch, deep enough to obtain 36" minimum of cover over the conduit. The project will begin at utility pole P00897 on Omak River Road. The contractor will install three 2" Schedule 40 PVC grey conduits and one 2" orange Schedule 40 PVC conduit trunk line starting at Pole P00897 crossing Omak River Road south to Million Street to a junction vault. Then south approximately 340' intersecting an alley way that runs east and west to a vault and continuing south terminating at a junction vault at the intersection of Million Street and Kruse Street. From the Junction Vault at the intersection of Million Street and Kruse Street one 2" Schedule 40 PVC grey and one 2" Schedule 40 PVC orange conduit will continue south to a junction vault at Million street and River Overlook Street.

From the Junction vault at Million Street and the alley way, one 2" Schedule 40 PVC grey and one 2" Schedule 40 PVC orange conduit lateral lines will be installed to the east intercepting 4 transformers toward East Parkway Street, and West intercepting four transformers towards West Parkway Street. At the intersection of Million Street and Kruse Street, one 2" Schedule 40 PVC grey and one 2" Schedule 40 PVC orange conduit will run east 500' terminating at an existing Junction vault, and west 700' to an existing transformer, then continuing to a Junction vault at the intersection of Kruse Street and West Parkway Street, then turning north connecting to the West end of the Alley Way.

From the Junction Vault at Million Street and River Overlook Street, one 2" Schedule 40 PVC grey and one 2" Schedule 40 PVC orange conduit lateral line will travel East intercepting existing Junction Vaults and Transformers, then turning north on East Parkway connecting to a vault at the end of Kruse Street and continuing north connecting to the East end of the Alley Way.

From the Junction Vault at Million Street and River Overlook Street, one 2" Schedule 40 PVC grey and one 2" Schedule 40 PVC orange conduit lateral line will travel West intercepting a Junction Vault and Transformers terminating at a transformer at the end of the cul de sac. There are several small spurs coming off of the lateral lines off of River Overlook Street.

At all Junction Vaults and Transformers, the contractor will be required to install 90° sweeps in and out on both the 2" Schedule 40 PVC grey and 2" Schedule 40 PVC

orange conduits. The orange conduit at each Transformer and Junction Vault location will be required to be capped for future fiber.

All conduit will be bedded according to OKPUD specifications. Bedding material will consist of a maximum 1" minus backfill, 6" minimum depth, above and below conduit.

Boring/plowing will not be allowed on this project. The Contractor will also be responsible for laying and gluing all conduits. Prior to backfilling, the OKPUD project engineer will inspect for compliance.

All areas will require 95% compaction. It may be necessary for the contractor to haul in water for dust abatement and soil compaction.

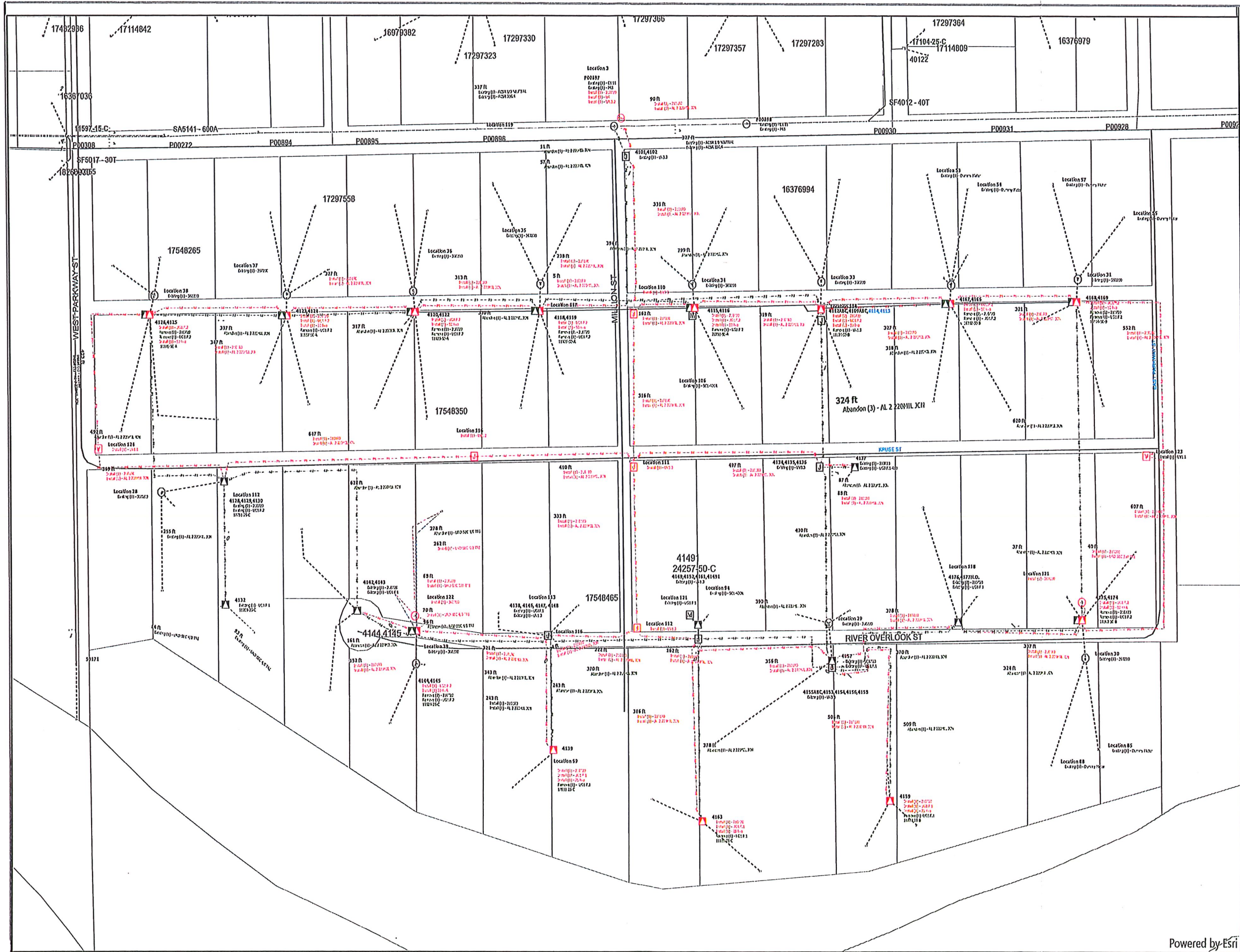
The Contractor will be responsible for all locates, including but not limited to water, irrigation, sewer, power, and telephone. Any damage occurring during excavation by the Contractor will be repaired at the expense of the Contractor. The contractor will be responsible for all appropriate flagging, signage, and barriers.

The contractor will be required:

- Lay and glue approximately 10,150' of 2" orange Schedule 40 PVC conduit, 12,800' of 2" Schedule 40 PVC grey conduit. (all conduit provided by OKPUD)
- Provide a cost per ton of gravel as a separate line item to repair road and driveways.
- Repair all road crossings to Okanogan County specifications approximately 575' of asphalt cutting and repair.
- Provide all bedding material (1" minus gravel as approved by OKPUD project engineer)
 - Provide a cost per ton of bedding material as a separate line item. If native material is permitted by the OKPUD project engineer the cost of bedding material will be excluded from final costs.
- All excavation will be backfilled daily before the contractor leaves the project site
- Ditches will be compacted and levelled to pre-disturbed conditions.

**Contractors Estimate
Bid Units**

Item No.	Description	No. of Units		Unit Price (each)		Extended Price (No. Units x Unit Price = Extended Price)
A	Excavate Ditch deep enough to obtain 36" minimum cover over conduit	1,950'	X	\$ _____ per foot	=	
B	Excavate Ditch deep enough to obtain 48" minimum cover over utilities	8,200'	X	\$ _____ per foot	=	
C	Lay and glue 2" Schedule 40 Grey Conduit (includes 90° Sweeps)	12,800'	X	\$ _____ per foot	=	
D	Lay and glue 2" Orange Fiber Conduit (included 90° Sweeps)	10,150'	X	\$ _____ per foot	=	
E	Cut and remove asphalt	575'	X	\$ _____ per foot	=	
F	Asphalt repair	575'	X	\$ _____ per foot	=	
G	Gravel	460 Ton	X	\$ _____ per ton	=	
H	Bedding Material	70 Ton	X	\$ _____ per ton	=	
I	Water for dust control and soil compaction	50,000 gallons	X	\$ _____ per gallon	=	
J	Asphalt disposal and spoils disposal	1	X	\$ _____	=	
				Total Estimate		



Appr By: _____
 Scale: **NTS**
 As-Built: _____
 Adjac. Meter: _____
 Wo. No.: **20200127**

EXHIBIT B

ASTON ESTATES DOMESTIC WATER MAIN IMPROVEMENTS

Aston Estates Domestic Water Main Improvement

Background: Aston Estates Domestic Water Association has a need to replace the water main serving that part of Aston Estates between Omak River Road and River Overlook Street, Omak Washington.

Project: The proposed project will be to provide to the Contractor the following materials: 4" dia. C900 pipe; 4" gate valves; valve boxes and lids; permanent blowoff saddles, fittings; tees, cross and bends to install in a joint trench with the Public Utility District No.1 of Okanogan County (OKPUD) underground powerline project.

Aston Estates Domestic Water Main Improvement will be part of this bid, the Contractor will be responsible for installing approximately 8,200 linear feet of water main in a joint trench with the underground powerline project with minimum of 48" of cover. Location of water line in reference to gray and orange OKPUD conduits to be shown on drawings. Route of water line will be according to attached drawing. Isolation valves to be installed by Contractor as per drawing and staked in the field. Thrust blocks shall be installed by Contractor at all bends, tees and 90-degree corners and termination points using class 3000 concrete poured in place as per attached detail drawing "Concrete Thrust Blocking".

Disinfection of Water Main shall be in accordance with AWWA Standard C651.

Hydrostatic Pressure Test of Water Main shall be in accordance with specifications for this project.

All water line material: 4" dia. C900 pipe; 4" gate valves; valve boxes and lids; permanent blowoff saddles, fittings; tees, cross and bends, to be provided by Aston Estates Domestic Water Association with exception of concrete for thrust blocks.

Cost to install gate valves shall include installing valve boxes and adjustment to grade of valve box lid.

Thrust blocks shall include concrete, forms and rebar as per detail drawing.

Concrete Thrust Blocking

Concrete shall not be poured around joints. Thrust blocks shall be installed by Contractor at all bends, 90-degree corners, tees and termination points of the 4" water main at the pump house and cul-de-sac at the west end of River Overlook Street. All fittings to be blocked shall be wrapped with 3 mil. polyethylene plastic, see "Concrete Thrust Blocking Detail". Concrete Thrust Blocking shall be incidental to the installation of the 4" C900 Waterline. No separate payment will be made for Concrete Thrust Blocking.

Blowoff Assemblies

Permanent blowoff assemblies installed by the contractor will include: Tapping Saddle, 2" stub and cap plug; location of the blowoff assemblies will be staked in the field by the Engineer prior to construction. After project completion and approval, Aston Estates will complete installation of valve box and blow off riser.

Unit contract price per each for the installation of "Tapping Saddle & 2" stub/cap plug" specified shall be full pay for all work to install in place on the water main, including joining, installation of tapping saddle, 2" dia. stub, cap and plug, disinfecting, and hydrostatic testing.

Temporary (construction) blowoff assemblies shall be provided by the Contractor as required for testing and flushing and shall be incidental to the contract. No separate payment will be made for temporary blowoff assemblies.

Connection to Existing 4" PVC Main

Connection to Existing 4" PVC water main will be by Aston Estates. Termination point of the 4" water main at the pump house and cul-de-sac at the west end of River Overlook Street will be staked in the field. Contractor shall include all work for termination of water main identified by the item "Installation of 4" C900 Water Line" for fittings, fasteners, thrust block restraint, cap, miscellaneous materials, labor and equipment.

Installation of 4" C900 Water Line

"Installation of 4" C900 Water Line" per linear foot shall be full pay for all work to complete the installation of the water main and installing pipe, fittings, bends, crosses and thrust block restraint, hydrostatic testing, flushing (including dichlorination), disinfecting.

Valves for Water Main

The unit contract price per each for the "Installation of 4" Gate Valves" specified shall be full pay for all work to install the valve complete in place on the water main, joining, blocking of valve, disinfecting, hydrostatic testing, valve box and accessories, operator extension if required, and adjustment of valve box for temporary and permanent surfacing.

Hydrostatic Pressure Test

Water main line shall be tested in sections of convenient length under hydrostatic pressure equal to 150 psi. Pumps, gages, plugs, miscellaneous hose and piping, and measuring equipment necessary for performing the test shall be furnished and operated by the Contractor.

Sections to be tested shall normally be limited to 1,500 feet. The Engineer may require that the first section of pipe, not less than 1,000 feet in length, be tested.

The pipeline shall be backfilled sufficiently to prevent movement of the pipe under pressure. Restraints and/or thrust blocks shall be in place and time allowed for the concrete to cure before testing.

The mains shall be filled with water and allowed to stand under pressure a sufficient length of time to allow the escape of air and allow the lining of the pipe to absorb water. Aston Estates will furnish water necessary to fill the pipeline for testing purposes at a time of day sufficient quantities of water are available for normal system operation.

The test shall be accomplished by pumping the main up to the required pressure and holding pressure for one hour. During the test, the section being tested shall be observed to detect any visible leakage, and no loss in pressure during the one-hour test period.

Pressure gauges used in the test shall be in good working condition and have a zero-pressure reading prior to use. Damaged gauges may be rejected at the discretion of the Engineer and replaced with new gauges at the Contractor's expense.

Any visible leakage detected shall be corrected by the Contractor. Should the tested section fail to meet pressure test specified, the Contractor shall, at no additional expense to the Owner, locate and repair the defects and then retest the pipeline.

Test of valves will be acceptable if there are no immediate loss of pressure on the gage. The Contractor shall verify that the pressure differential across the valve does not exceed the rated working pressure of the valve.

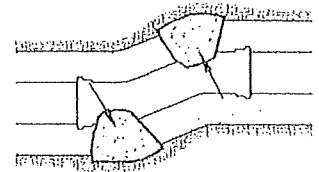
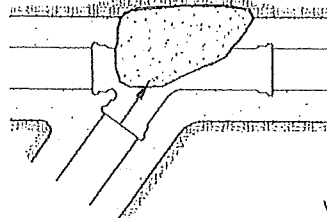
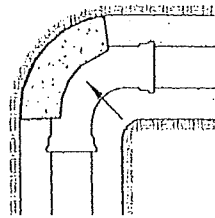
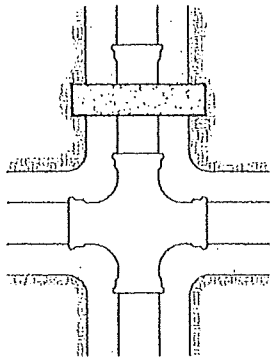
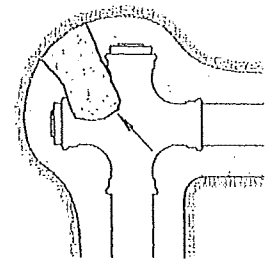
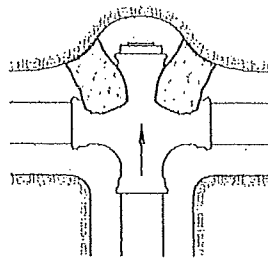
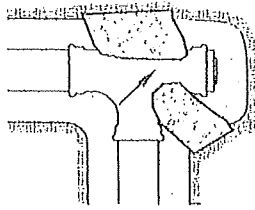
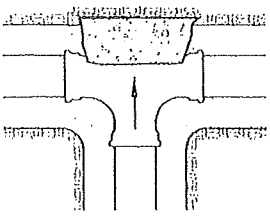
Prior to calling for the Engineer to witness the pressure test, the Contractor shall have all equipment set up and ready for operation and shall have successfully performed the test to ensure that the pipe is in satisfactory condition.

Damaged materials or defective workmanship, discovered as a result of the hydrostatic field test, shall be replaced by the Contractor at no expense to the Owner. Whenever it is necessary to replace damaged material or correct the workmanship, the hydrostatic test shall be re-run at the Contractor's expense until a satisfactory test is obtained.

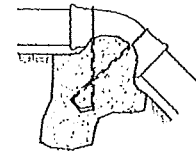
Disinfection of Water Mains

AWWA Standard C651 shall be used as a guideline for disinfecting water mains.

STANDARD PLANS



VERTICAL THRUST BLOCKS



SADDLE THRUST BLOCK
SEE DWG. NO. W-9

REBAR SIZE	EMBEDMENT DEPTH	HOOK SIZE
# 4	11"	6"
# 5	14"	7.5"
# 6	17"	9"
# 8	22"	12"

Pipe Size in Inches	HORIZONTAL THRUST BLOCKS MIN. BEARING AREA IN SQUARE FEET					VERTICAL THRUST BLOCKS MIN. VOLUME IN CUBIC YARDS			
	Tees, Wyes & Dead Ends	90° Bend; 45° Bend		11 1/4" & 22 1/2" Bend	45° Vertical Bend		11 1/4" & 22 1/2" Vertical Bend		
		Min Vol	Size		Min Vol	Size			
4	1	1.5	1	0.4	0.5	# 4	0.2	# 4	
6	2	3	1.5	0.8	1	# 4	0.5	# 4	
8	4	6	3	1.5	1.5	# 4	1	# 4	
10	6	9	5	2.3	2.5	# 4	1.5	# 4	
12	9	12	7	4	3.5	# 4	2	# 4	
14	12	16	9	5	4.5	# 4	2.5	# 4	
16	15	21	12	6	6	# 4	3	# 4	
18	19	27	15	8	7.5	# 5	4	# 4	
20	24	33	18	9	9	# 5	5	# 4	
24	34	48	26	13	13	# 6	7	# 4	

NOTES:

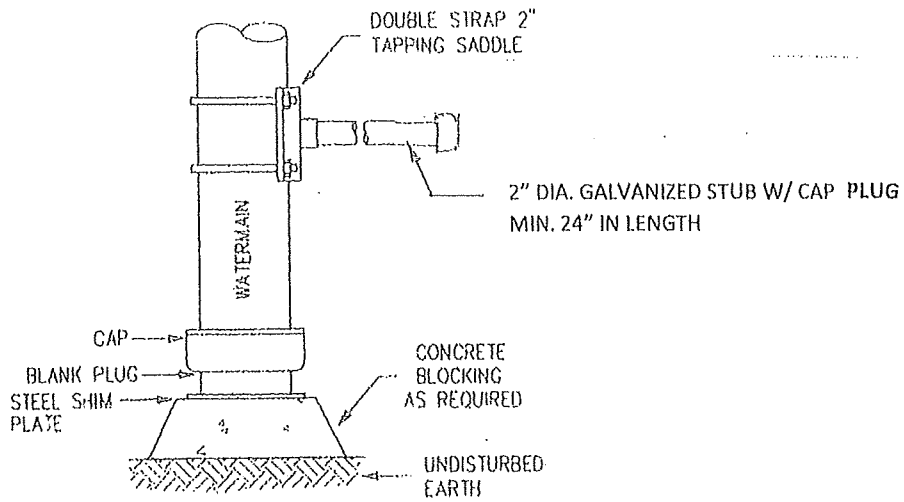
THE TABULATIONS ARE BASED UPON A MAXIMUM WATER PRESSURE OF 160 PSI AND A SAFE BEARING CAPACITY OF 2,000 LBS. PER SQ. FOOT ADJUST FOR OTHER VALUES OF PRESSURE.

KEEP CONCRETE CLEAR OF JOINTS AND ACCESSORIES.

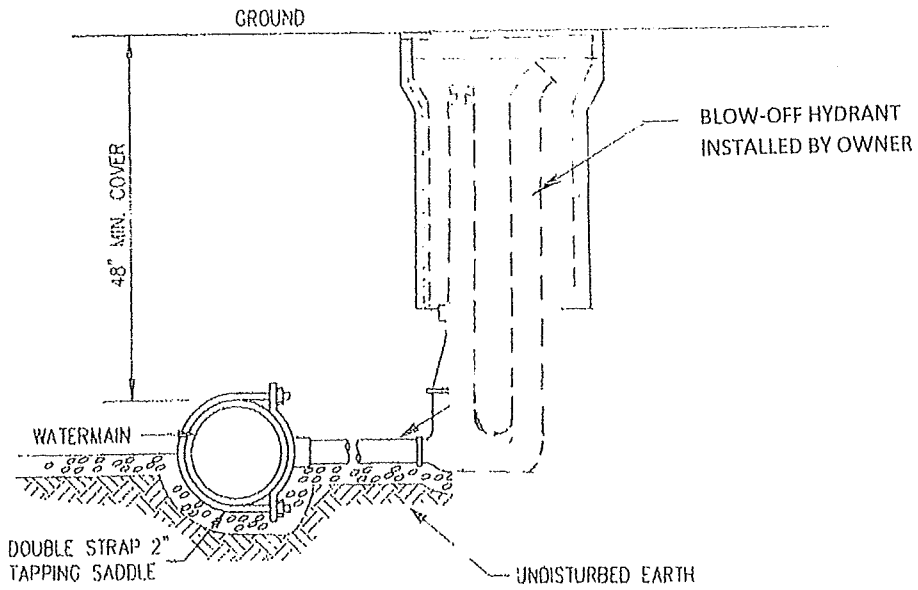
ALL THRUST BLOCKS MUST BE FORMED WITH PLYWOOD OR OSB

JOINTS TO BE WRAPPED POLYETHYLENE 3 MIL.

CONCRETE THRUST BLOCKING



PLAN



ELEVATION

ORIG	10-09-01		
Revision	Date	Description	Appr

BLOW-OFF-DETAIL

W-7

Aston Estates Domestic Water Line Project

Kruse St., River Overlook St., Million St., and Alley between Omak River Road and Kruse St.

PROPOSAL

The undersigned hereby certify that they have examined the contract location of the Aston Estates Domestic Waterline Project Improvements and have read and thoroughly understand the plans and specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract.

NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.

Item No.	Approx. QTY		Items	Unit Price	Amount
1	8200	LF	Installation of 4" C900 Water Line		
2	6	EA	Intallation of 4" Gate Valves		
3	5	EA	Install Tapping Saddle & 2" stub/cap plug		
4	1	EA	Minor Change	\$ 1.00	\$ 1.00

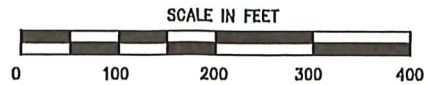
TOTAL _____

Signed _____ Date _____

SECT 31
TWP 34 N
RGE 27 EWN



- LEGEND**
- ALL WATER LINES ARE 7 FEET FROM PROPERTY LINES
 - SERVICE LINES ARE 2' IN ON PROPERTY LINES AND 2' TO EACH SIDE (UNLESS MARKED)
 - 2" RISER AND VALVE 2' OFF WATER LINE AS MARKED
 - ⋈ IN-LINE VALVE SIZE SAME AS PIPE
 - TB NEW THRUST BLOCKS TO BE INSTALLED
 - 2" PVC FROM WELL #2 TO PUMP HOUSE, EXISTING
 - ⊥ ALL SERVICE VALVES 1"
 - NEW 4" WATER MAIN, TOTAL ESTIMATED 4" C900 PIPE 6,200 FT.



ASTON ESTATES
WATER MAIN IMPROVEMENT
OMAK, WA