



Formal Quote # 24-21-07

Vista Bay 1 – Foundation, Footing, & Conduit Construction

Formal Quote Issued	Thursday March 7, 2024
Questions Submitted	Wednesday March 13, 2024, at 12:00 PM PST
Formal Quote Due	Thursday March 21, 2024, at 3:00 PM PST

Questions can be submitted to: cp@bentonpud.org



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Attachments:

Drawing Package:

VST-D-P001-1 Rev. 1

VST-D-P001-1R Rev. 0

VST-DP007-1 Rev. 0



CALL FOR FORMAL QUOTES

Vista Bay 1 - Foundation, Footing & Conduit Construction

NOTICE IS HEREBY GIVEN by Benton PUD, Kennewick, Washington that formal quote will be received until **3:00 p.m. PST, Thursday March 21, 2024.**

Specifications, and related documents may be obtained from the Procurement Department of Benton PUD, send request to cp@bentonpud.org.

Contractors submit formal quote to Benton PUD, Attn: Procurement Department, PO Box 6270, 2721 W. 10th Avenue, Kennewick, Washington, 99336 **and marked:** Formal Quote # 24-21-07, Vista Bay 1 - Foundation, Footing & Conduit Construction, Opening at 3:00 p.m. PST, Thursday March 21, 2024. Formal quotes can also be submitted electronically to cp@bentonpud.org.

The successful formal quote will be required to furnish a Surety or Performance Bond for 100% of the contract price.



GENERAL INSTRUCTIONS TO CONTRACTOR

1. Formal Quote to be received at the District's Procurement Department, 2721 W. 10th Avenue, Kennewick, Washington by the time and date specified in the Call for Formal Quote. The District assumes no responsibility for formal quote not received in the Procurement Department.

Mailed to (USPS):

PROCUREMENT
BENTON PUD
PO BOX 6270
KENNEWICK, WA 99336-0270

Delivered by courier or hand delivery to:

PROCUREMENT
BENTON PUD
2721 W. 10TH AVENUE
KENNEWICK, WA 99336-0270

Formal quotes can also be submitted electronically to cp@bentonpud.org.

It is the Contractor's responsibility to ensure the formal quote is properly identified and delivered to the District by the date and time due. Late responses will not be accepted or considered. The District is not responsible for delays in delivery.

2. The successful contractor will be required to furnish a performance bond in the form attached hereto with a surety authorized to do business in the State of Washington, in a penal sum not less than 100% of the contract.
3. Warranty may be a consideration in contract award. Contractor shall state all conditions of warranty on the Formal Quote Schedule.
4. Formal Quote shall reflect the exemption of the Federal Excise Tax. The contract is subject to Washington State Sales Tax, but the formal quote price shall NOT include this amount.
5. Formal Quote shall use firm pricing.
6. The experience and proven performance of the contractor will be considered in awarding the contract. Consideration will also be given to adequacy of the maintenance and service facilities provided by the Contractor.
7. Any changes, additions or deletions to the specifications shall be made by written addendum and issued prior to due date.
8. The District reserves the right to let any item or items separately to the lowest and best



qualified contractor.

9. The District reserves the right to waive minor irregularities or minor errors in any proposal 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 on the proposal in which they occur prior to the acceptance thereof by the District.
10. The District reserves the right to reject any or all formal quotes and to waive any informality in the formal quote process.
11. The venue and jurisdiction of any action or claim for or against the Contractor or the District shall be in Benton County, Washington and in the District or Superior Courts thereof according to the jurisdictional amount.
12. The contractor shall have, and maintain throughout the Contract period, insurance, and benefits in the following minimum requirements:
 - (a) Workers' 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, 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 \$1,000,000.00.
 - (c) 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.

The District shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

Contractor shall deliver to the Procurement Department of 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 limit of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days advance 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 Procurement Department of the District.

13. No payment shall be made until the Contractor's and Subcontractor's "Statement of Intent to Pay Prevailing Wages" has been certified by the Department of Labor and Industries and a copy so certified has been furnished to the District by the Contractor and all Subcontractors. The contractor must submit to the State the "Statement of Intent to Pay Prevailing Wages" within



the first ten (10) days of the contract at:

<https://secure.ini.wa.gov/home/default.aspx?rfs=logout> along with Certification of Compliance with Wage Payment Statutes. If this is not done, this contract may be terminated by the District. Five percent (5%) of the amount of each payment shall be withheld from each payment until final acceptance of the completed contract by the District and the expiration of the thirty-day (30-day) period for filing of liens as provided by law and until:

- The Contractor's and Subcontractor's "Affidavit of Wages Paid" has been certified by the Department of Labor and Industries and a copy so certified has been furnished to the District by the Contractor and all Subcontractors.
- A certificate is received from the Audit section of the State Department of Revenue (contracts over \$20,000.00) authorizing the payment of the retained fund; and
- A certificate of release from the Department of Labor & Industries has been furnished to the District.

A Notice of Completion of Public Works Contract will be filed with the State Department of Revenue by the District upon acceptance of the Contract by the District. It will be the responsibility of the contractor to notify the Department of Labor & Industries of contract completion.

14. Schedule availability may be a consideration in awarding this formal quote.
15. The Contractor shall meet all requirements as listed in this formal quote document. Omitting portions of the scope of work may result in declaring the contractor's response - non-responsive.



SPECIAL INSTRUCTIONS / SCOPE OF WORK

While Bay 1 will be deenergized, Bay 2 of the substation will remain energized during construction. However, a safe work area will be established prior to the Contractor starting work. District Inspector will provide a Safety Tailboard at the start of the project. The Contractor shall be responsible for providing qualified workers and their own safety watch for the duration of the contract.

Concrete trucks are allowed within the work area. Should the Contractor decide to pump concrete overhead pumping is not allowed.

Contractor shall be responsible for obtaining locates of the work area (both inside and outside the substation). Contractor shall coordinate locates inside the substation with Benton PUD.

Contractor shall be responsible for "proofing" all conduits (both new and modified) using an accepted industry standard method. For the existing 6" conduits that enter energized vaults, the Contractor shall blow pull string in and pull debris back towards area of work, not into existing vaults. Use of hot sticks to manipulate proofing equipment in energized vaults is required. Contractor shall coordinate with Benton PUD's Dispatcher to ensure circuits in vault are on "Hot Line Tag" during this process. As part of the proofing process, the Contractor shall blow in pull strings into the conduits. All conduits that are stubbed up out of the ground shall be temporarily capped to prevent the ingress of dirt, water, or wildlife.

The locations of the existing 6" conduits and stubs are approximate and based on the best available information.

Contractor shall be responsible for installing new ground grid as needed. Contractor shall allow for a District inspection of ground grid work prior to concrete pour or backfilling. Contractor shall repair any ground grid modified by the work.

Contractor shall provide red-line "as-built" markups as required.

Project Description:

As detailed in the plan drawings, the project involves the installation of foundations, footings, conduit, and ground grid at Vista Substation. The work includes, but is not limited to:

- (1) Demolishing and removing the existing metalclad switchgear foundation.
- (2) Excavating, installing, and backfilling for the new metalclad switchgear foundation.
- (3) Demolishing and removing the existing switch structure footings.
- (4) Excavating, installing, and backfilling for the new metering/switch structure footings.
- (5) Demolishing and removing the existing underground conduits. *
- (6) Excavating, installing, and backfilling new underground conduits.
- (7) Excavating, extending, repairing, and backfilling existing ground grid.
- (8) Excavating, installing, and backfilling retaining wall around existing vault in corner of yard.

*Note: It is assumed that all existing feeder conduits are concrete encased.



Materials:

The Contractor will provide all and deliver the rebar, concrete, fill, forming material, cad-welds, etc. necessary to complete the work. Contractor responsible for all through slab conduit fittings.

District shall provide j-bolts for Contractor to install in metering/switch structure footings.

The District will supply 6" conduits and fittings (couplers and sweeps) and bare copper ground grid conductor. The Contractor shall notify the District's project manager of quantities required in writing minimum (2) days prior to needing material on site. The Contractor shall be responsible for picking District provided material up at the District's Warehouse (1500 E. Ely St.). Warehouse standard hours are Monday through Thursday, 6:30AM to 5:00PM and is closed from 12:00PM to 12:30PM.

The Contractor shall inspect District furnished equipment/materials for any damage and shall inform the District of any shortages, discrepancies, defects, or damage found in writing prior to moving or receiving it. Once the Contractor has received District furnished equipment/materials into its custody they shall thereafter be solely responsible for any damage or shortage until final acceptance of the work.

The Contractor shall replace any District furnished equipment/material which are lost or damaged while in the custody of the Contractor. Replacement equipment/material shall be of a type and quality equal to the original, shall be approved by the District, and shall be obtained expeditiously to prevent delay of the work. Extensions of time will not be granted for delays caused by failure to receive replacement equipment and materials at the time required for their installation.

Site Securement:

Contractor shall be responsible for securing the work site and all materials/equipment stored on site.

Should the District request it, the Contractor shall allow a "horseshoe" to be installed on construction fencing to allow District personnel access when Contractor is not on site.

Fill Quantities:

Material removed during excavation may be used as back fill unless noted otherwise on the drawings. Contractor responsible for disposal of any materials removed during excavation that is not used as back fill. Substation dielectric cover rock shall be removed prior to excavation and kept free of fines for use when returning site to previous conditions. Extra substation dielectric cover rock shall be spread evenly around the area of work. Contractor may store excavated material on site for the duration of the project, but Contractor shall be responsible for putting down tarps or other barrier material to keep substation rock clean.



Project Walkthrough:

A non-mandatory walkthrough is available **Tuesday March 12th, 2024, at 8:00 am** at the substation. Site address is listed below.

Contractors interested in looking at the project location **MUST** email Contracts & Purchasing at cp@bentonpud.org by **12:00 pm on Monday March 11th, 2024**, to notify us of your interest in a project walkthrough. Please include all necessary contact information in your email. **If we are not contacted by interested contractors as noted, District personnel will not be at the jobsite for this walkthrough.**

Commencement Date:

To be determined by Contractor to meet Completion date.

Completion Date:

Work shall be completed by May 3, 2024.

Project Location:

Vista Substation, located at 8224 W. Gage Blvd, Kennewick, WA 99336.

Minimum Working Clearance:

The minimum working clearance to all buswork shall be 7'-0".

Working Hours:

Standard working hours shall be scheduled by the Contractor between the hours of 7:00AM – 6:00PM Monday – Friday to minimize construction impacts to nearby businesses.



FORMAL QUOTE SCHEDULE FORM

In compliance with the Invitation for Formal Quote, Instructions to Contractors, Special Conditions, Project Specifications, Technical Specifications, and the Agreement for Services the undersigned offers and agrees, if this formal quote is accepted and a contract awarded within thirty (30) calendar days of the formal quote submittal deadline, to furnish all material, labor and equipment as specified for the formal quote amount as follows:

Subtotal, Lumpsum (before tax):	\$
Tax:	\$
Total including tax:	\$

THE DISTRICT WILL NOT ACCEPT ANY CHANGES OR MODIFICATIONS AFTER THE RECEIPT OF THIS FORMAL QUOTE

NOTES:

1. Contractors' ability to meet project deadlines shall be consideration in awarding this Formal Quote.
2. Include with your Formal Quote a W-9 Form.
3. Anticipated award date will be March 27, 2024.
4. Excel spreadsheet (Formal Quote Price Schedule) to be submitted in hard copy, as well as an electronic copy provided on a thumb drive.
5. Project Schedule, per the special instructions 9. C.

Acknowledge receipt of Addendum Nos. _____

Are there any exceptions to the specifications? No _____ Yes _____ If yes, list on a separate piece of paper exceptions.

Are there any expectations to Exhibit A – Sample Contract? No _____ Yes _____ If yes, list on a separate piece of paper exceptions.

The undersigned Contractor agrees, if awarded the Contract, to complete the Work of the Contract within the number specified timeframe in the Formal Quote Documents.

The Contractor acknowledges that it is in compliance with the contractor's responsibility criteria described in the Instructions to Contractor. The Contractor agrees to provide proof of compliance with these requirements upon request by the District.

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The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The Vendor expressly acknowledges and agrees that its proposal and any information Vendor submits with its proposal or which Vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose Vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The Vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by Vendor, the District's sole obligation shall be to notify the Vendor promptly, so that the Vendor at Vendor's expense and cost, may seek court protection of any of the requested information Vendor deems confidential.

CONTRACTOR INFORMATION:

Contractor's Business Name:		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation: ____) <input type="checkbox"/> Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
If the above address is not in Washington State, check ONE of the boxes below: <input type="checkbox"/> Physical Office in WA: _____ Street Address City Zip Code OR <input type="checkbox"/> State of incorporation or State where business entity was formed, if not a corporation: _____		
Business Telephone Number:	Business Fax Number:	Business E-mail Address:
State of Washington numbers for the following:		
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:



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OFFICIAL AUTHORIZED TO SIGNATURE FOR FORMAL QUOTE:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

*Chapter 54.04.085 RCW Laws of 1971 requests that formal quotes shall be made upon contract proposal forms supplied by the District, and in no other manner.



SMALL WORKS CONTRACT

Project: _____

On this ____ day of ____, 202__, _____

(the *Contractor*) and **PUBLIC UTILITY DISTRICT NO.1 of BENTON COUNTY** (the *District*) agree to be bound by the following terms and conditions:

1. The *Contractor* agrees to perform the work and furnish labor, equipment, and certain materials in accordance with the plans and specifications.
2. The *Contractor*, in the performance of the work herein specified, shall be considered an independent contractor solely responsible for the performance of said work and any damage resulting therefrom.
3. The *Contractor* shall comply with Revised Code of Washington Section 39.12, providing for payment of prevailing wages. 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 schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein.

It will be the responsibility of the *Contractor* to pay all filing fees necessary to comply with RCW 39.12.

4. *Contractor* shall protect, hold free and harmless, defend and pay on behalf of Public Utility District No. 1 of Benton County (including its managers, commissioners and employees) all liability, penalties, costs, losses, damage, expense, 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 arises out of or is in any way connected with *contractor's* performance of this contract. *Contractor's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence 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 Benton County, its managers, commissioners, and employees.

In any and all claims against the *District* by any employee of *Contractor*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARPROJECTS.*

5. The *Contractor* hereby accepts exclusive liability for payment of any and all taxes (federal and/or state) required to be paid by the *Contractor*, the employees of such *Contractor*, or by any subcontractors or the officers or employees of such subcontractors, to any governmental agency, commission or authority having jurisdiction in the premises, under the provisions of any unemployment insurance, social security and/or pension plans established by law insofar as said taxes pertain to work performed under this contract. It is expressly understood and agreed that the *Contractor* will save and hold harmless the *District* from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.

6. The *Contractor* agrees to meet all requirements that may be specified under regulations of any governmental agency, commissioner or authority having jurisdiction in the premises insofar as said requirements relate to work performed under this contract. It is expressly understood and



agreed that the *Contractor* will save and hold harmless the *District* from any and all liability whatsoever for the deduction, collection, and/or payment of any such sums or the performance of any of the requirements aforesaid.

7. The *Contractor* agrees to comply with provisions set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 38 U.S.C. § 4212 of the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended and all provisions of 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

8. The *Contractor* will be required to furnish a Performance Bond in the form attached hereto with a surety authorized to do business in the State of Washington, in a penal sum not less than the contract price for all projects over \$50,000.00.

9. The *Contractor* agrees to warrant all work, for a period of one year, against defects in such work as desired in the plans and specifications, or other contract documents. Such warranty from the date of acceptance of the work by the *District*.

10. The *Contractor* will not sublet any of the work to be performed by him under the terms of this agreement and will not assign this contract or any rights hereunder, without first obtaining the written approval of the *District*.

11. It is agreed that neither the *District* nor the *Contractor* shall be held liable for work stoppage caused by strikes, injunction suits, acts of God or the public enemy, or causes beyond the control of the parties.

12. Payment to the *Contractor* for work performed shall be as follows:

a) For a contract with a completion schedule of forty-five (45) calendar days or less the



payment shall be after the work is completed and has been finally accepted by the *District*.

b) For a contract with a completion schedule greater than forty-five (45) calendar days, the *District* will make progress payments for work performed. The *District* shall make payment to the *Contractor* for construction accomplished during the preceding calendar month on the basis of completed construction certified by the *Contractor*, and approved by the *District's* representative solely for the purpose of payment.

No payment shall be made until the *Contractor's* and Subcontractor's "Statement of Intent to Pay Prevailing Wages" has been certified by the Department of Labor and Industries and a copy so certified has been furnished to the *District* by the *Contractor* and all Subcontractors. On contracts \$50,000.00 and greater, five percent (5%) of the amount of each payment shall be withheld until final acceptance of the completed contract by the *District* and the expiration of the thirty-day (30-day) period for filing of liens as provided by law and until: (1) the *Contractor's* and Subcontractor's "Affidavit of Wages Paid" has been certified by the Department of Labor and Industries and a copy so certified has been furnished the *District* by the *Contractor* and all subcontractors, (2) a certificate is received from the Audit section of the State Department of Revenue (contracts over \$50,000.00) authorizing the payment of the retained fund, and (3) a certificate of release from the Dept. of Labor & Industries has been furnished to the *District*. A Notice of Completion of Public Works Contract will be filed with the State Department of Revenue by the *District* upon acceptance of the Contract by the *District*. It will be the responsibility of the *Contractor* to notify the Dept. of Labor & Industries of contract completion.

13. If the *District* is dissatisfied with the quality of work being performed relative to workmanship and/or compliance with the plans and specifications, the *District* will inform the *Contractor* in writing of the dissatisfaction, and if the *Contractor* has failed to comply with the *District's* requests within two (2) days, then the *District* may terminate this agreement by providing five (5) days written notice to the *Contractor*. This contract may be canceled by either party upon receipt of thirty (30) days



written notice from the other party. All work shall be done in a workmanlike manner. All work, material, and locations of equipment are subject to *District* approval.

14. The *Contractor* shall have, and maintain throughout the Contract period, insurance, and benefits in the following minimum requirements:

(a) Workers' 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, 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.

(c) *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.

The *District* shall have the right at anytime to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

Contractor shall deliver to the Purchasing Department of 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 advance 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 Procurement Department of the *District*.



15. The *Contractor* shall at all times take all reasonable precautions for the safety of employees on the work and of the public and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes.

16. The following documents are, by this reference, incorporated into and made a part of this Small Works Agreement.

Appendix A - Statement of Work

Appendix B - Schedule of Payments

Appendix C - Special Conditions (if applicable)

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The Vendor expressly acknowledges and agrees that its proposal and any information Vendor submits with its proposal or which Vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose Vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The Vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by Vendor, the District's sole obligation shall be to notify the Vendor promptly, so that the Vendor at Vendor's expense and cost, may seek court protection of any of the requested information Vendor deems confidential.

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



**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY**

NAME

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

WA ST CONTRACTOR'S REGISTRATION NO:

TAX IDENTIFICATION NO:



Appendix A

Statement of Work



Appendix B

Schedule of Payments

Contractor will be paid within a period of thirty (30) days after receipt of invoice.

The maximum amount payable by the *District* to *Contractor* under this Agreement shall not exceed \$_____.



Appendix C

Special Conditions

Changes to General Terms and Conditions: None



EXHIBIT B

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1 of Benton County**, Washington, a municipal corporation, hereinafter designated as the "District", has entered into an agreement dated _____, 202_, with _____, hereinafter designated as the "Contractor", providing for _____, which agreement is on file at the District's office and by this reference is made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound into the State of Washington and the District in the sum of _____ DOLLARS (\$_____) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:

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AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.

Surety

Title

Contractor

Title



Appendix A

Certification of Compliance with Wage Payment Statutes Form

Effective July 23, 2017, before award of a public works contract, the Contractor under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible contractor. (See [RCW 39.04.350](#) as modified by [SSB 5301](#), Laws of 2017, ch. 258.)

=====

Certification of Compliance with Wage Payment Statutes

PO# _____

The Contractor hereby certifies that, within the three-year period immediately preceding the formal quote date (***Insert Date Here***), the Contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Contractor’s Business Name

Signature of Authorized Official*

Printed Name

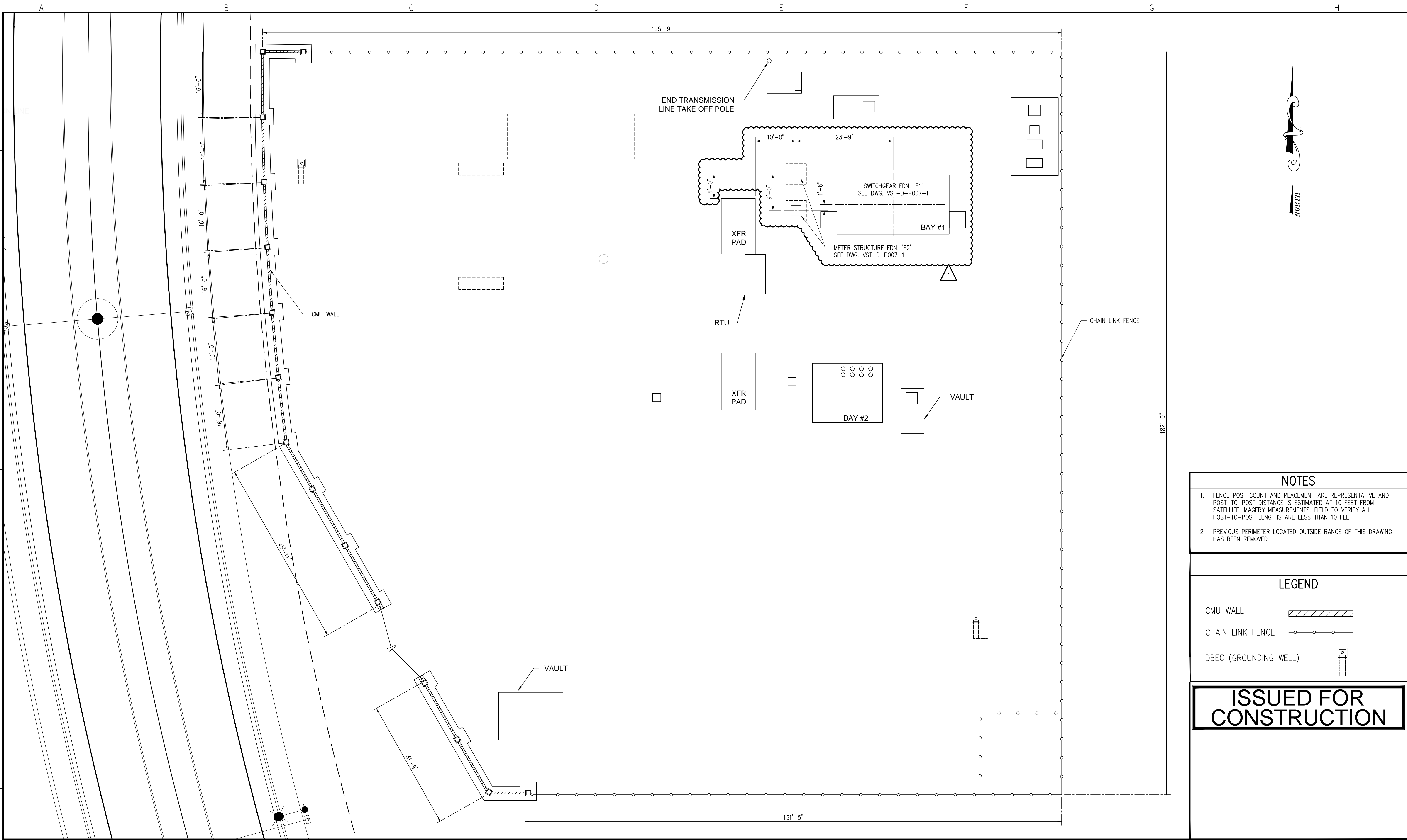
Title

Date

City

State

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



NOTES

1.

FENCE POST COUNT AND PLACEMENT ARE REPRESENTATIVE AND POST-TO-POST DISTANCE IS ESTIMATED AT 10 FEET FROM SATELLITE IMAGERY MEASUREMENTS. FIELD TO VERIFY ALL POST-TO-POST LENGTHS ARE LESS THAN 10 FEET.

2.

PREVIOUS PERIMETER LOCATED OUTSIDE RANGE OF THIS DRAWING HAS BEEN REMOVED

LEGEND

CMU WALL

CHAIN LINK FENCE

DBEC (GROUNDING WELL)

ISSUED FOR CONSTRUCTION

FILE LOCATION: N:\SHARED\01 ECI\BENTON PUD\02 PROJECTS\BPUD-011 VISTA SUB FND\VISTA SUBSTATION\100 CADD\110 WORKING\111 PHYSICAL\VST-D-P001-1.DWG LAST SAVED BY: MABurkholder 2/21/2024 9:26 AM PLOTTED BY: Matt A. Burkholder 2/21/2024 9:26 AM Tab:VST-D-P001-1

Engineering with Distinction™

ECI

ELECTRICAL CONSULTANTS, INC.

BILLINGS, MONTANA

1	ISSUED FOR CONSTRUCTION	02/22/24	MRP	CAJ
0	ISSUED FOR CONSTRUCTION – CENTER PARKWAY EXTENSION	09/28/22	MAB	DKC
NO	REVISION	DATE	BY	APR

BENTON

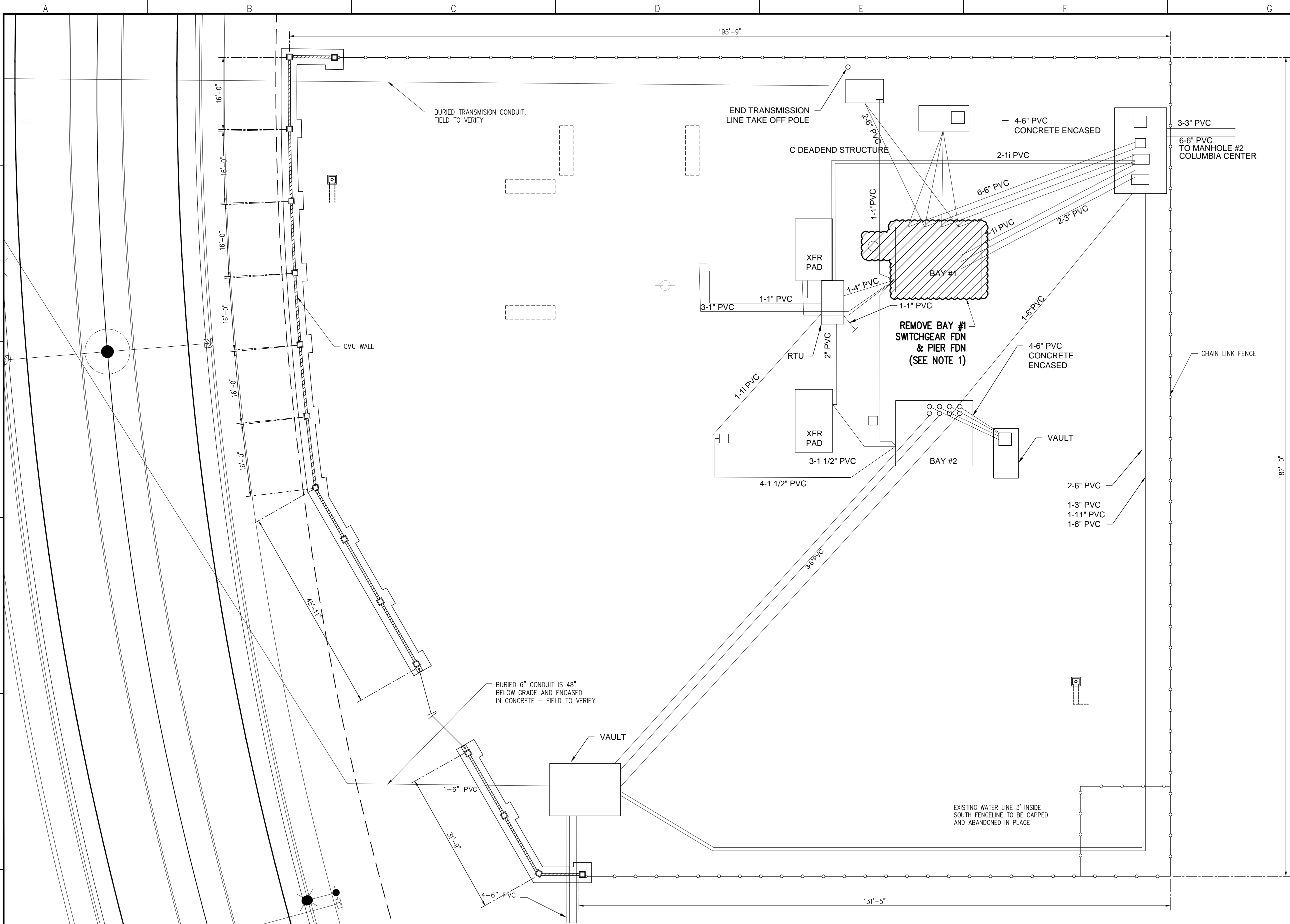
P.U.D.

ENGINEERING RECORD		DATE
DRAWN	POPESCU	04/13/22
DESIGNED	BOCK	04/13/22
CHECKED	DOERING	09/19/22
APPROVED	JOBES	09/19/22
DWG SCALE: 3/32"=1'-0"	PLT SCALE: 1:1	

VISTA 115 kV SUBSTATION
CENTER PARKWAY EXTENSION
SITE PLAN

DWG. NAME: VST-D-P001-1

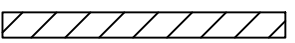
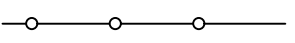
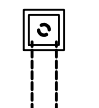
REVISION NO : 1



NOTES

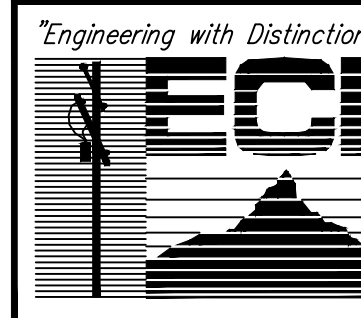
1. REMOVE SLAB FOUNDATION COMPLETELY. REMOVE PIER FOUNDATION TO A MINIMUM OF 5 FEET BELOW GRADE. BACKFILL WITH STRUCTURAL FILL IN LIFTS NOT TO EXCEED 8 INCHES, COMPACTED TO 95% MAXIMUM DRY DENSITY PER ASTM D698. AS AN ALTERNATIVE TO STRUCTURAL FILL, A SLURRY WITH A MINIMUM COMPRESSIVE STRENGTH OF 1500 PSI MAY BE USED.
2. SEE CONDUIT PLAN FOR ADDITIONAL DEMOLITION WORK.

LEGEND

- CMU WALL 
- CHAIN LINK FENCE 
- DBEC (GROUNDING WELL) 

REMOVAL

FILE LOCATION: N:\SHARED\01 ECI\BENTON PUD\02 PROJECTS\BPUD-011 VISTA SUB FND\VISTA SUBSTATION\100 CADD\110 WORKING\111 PHYSICAL\VST-D-P001-1R.DWG LAST SAVED BY: MABurkholder 2/21/2024 9:40 AM PLOTTED BY: Matt A. Burkholder 2/21/2024 9:41 AM Tab: VST-D-P001-1R



ELECTRICAL CONSULTANTS, INC.
BILLINGS, MONTANA

0	ISSUED FOR CONSTRUCTION	02/22/24	MRP	CAJ
NO	REVISION	DATE	BY	APR

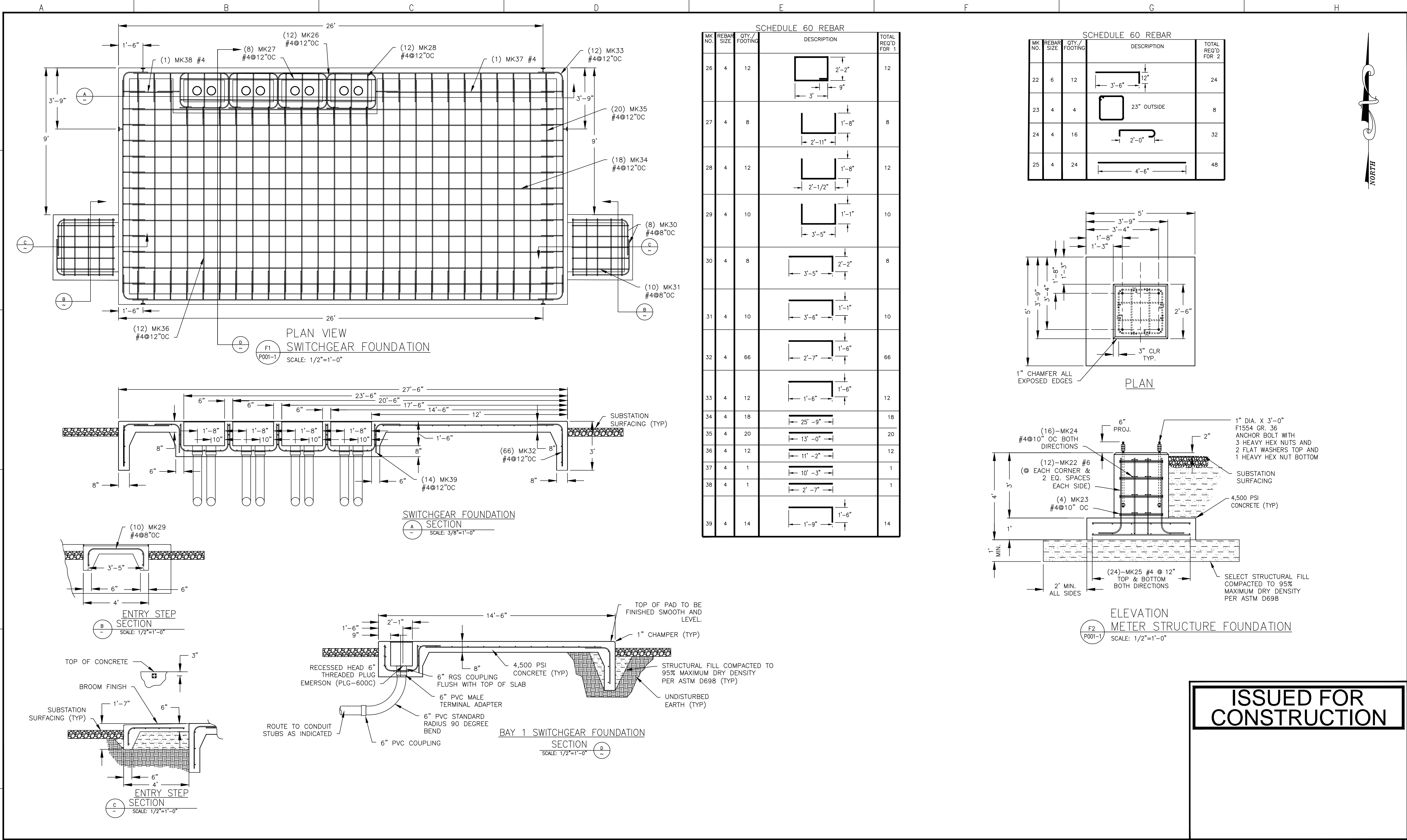


ENGINEERING RECORD		DATE
DRAWN	BURKHOLDER	01/29/24
DESIGNED	PETERMAN	01/29/24
CHECKED	JOBES	01/30/24
APPROVED	JOBES	02/20/24
DWG SCALE:	3/32"=1'-0"	PLT SCALE: 1:1

VISTA 115 kV SUBSTATION
CENTER PARKWAY EXTENSION
SITE PLAN – REMOVAL

DWG. NAME: VST-D-P001-1R

REVISION NO : 0



FILE LOCATION: N:\SHARED\01 ECI\BENTON PUD\02 PROJECTS\BPUD-011 VISTA SUB FND\010 CADD\110 WORKING\111 PHYSICAL\VST-D-P007-1.DWG LAST SAVED BY: MABurkholder 2/21/2024 9:43 AM PLOTTED BY: Matt A. Burkholder 2/21/2024 9:43 AM Tab: VST-D-P007-1

ELECTRICAL CONSULTANTS, INC.
BILLINGS, MONTANA

0	ISSUED FOR CONSTRUCTION	02/22/24	MRP	CAJ
NO	REVISION	DATE	BY	APR

ENGINEERING RECORD		DATE
DRAWN	BURKHOLDER	01/29/24
DESIGNED	PETERMAN	01/29/24
CHECKED	JOBES	01/31/24
APPROVED	JOBES	02/20/24
DWG SCALE:	AS NOTED	PLT SCALE: 1:1

VISTA 115 kV SUBSTATION
CENTER PARKWAY EXTENSION
FOUNDATION DETAILS – F1 & F2

DWG. NAME: VST-D-P007-1
REVISION NO : 0