PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY

INVITATION, INSTRUCTIONS TO BIDDERS, BID & CONTRACT FORMS AND SPECIFICATIONS

FOR

LILLIWAUP BAY UTILITY RELOCATION PROJECT

Issued: October 16, 2026

CALL FOR BIDS

NOTICE IS HEREBY GIVEN THAT PUBLIC UTILITY DISTRICT No. 1 OF MASON COUNTY, WASHINGTON, does hereby invite sealed proposals as described and in accordance with LILLIWAUP BAY UTILITY RELCOATION PROJECT REQUEST FOR PROPOSALS (RFP) obtainable from the District website at www.mason-pud1.org/bids/ or hard copy of the RFP and plan set binder can be requested from the PUD office for a fee.

Proposals for this work must be sealed, marked "Bid Documents- Lilliwaup Bay Project" and filed with the Engineering Manager Jeremaiah Waugh at the District's office in Shelton, Washington, by **12:00 p.m. on Tuesday, November 17, 2026.** Bids received after the time fixed for receiving bids will not be considered or accepted. The District's internal server will be the official time clock. Bid opening will occur at **12:15 p.m. on Tuesday, November 17, 2026, via Zoom: https://us02web.zoom.us/j/82348825590** with intent to award the contract at the November 24, 2026, Board of Commissioners meeting to the lowest responsible bidder or bidders of the specifications.

PROJECT SUMMARY

Mason County PUD No. 1 is relocating underground power and telecommunications utilities in Lilliwaup under Lilliwaup Bay and along U.S. Highway 101 from the Lilliwaup Post Office to approximately MP 326.9 on U.S. Highway 101.

Work involves boring under and across Lilliwaup Bay approximately 1,300 feet. The intent is to bypass the overhead section along the Lilliwaup bridge in order to prepare for an eventual bridge replacement. This section will be upgraded to larger-capacity cable installed in protective conduit along with installation of (2) 2" conduit for telecommunications line.

QUALIFIED BIDDERS

Only those Contractors who have been prequalified by Mason PUD 1 to perform work on its electrical system are eligible to submit quotations. Bidders must employ qualified journeyman-level line workers and corresponding crew members to perform the work. Any bidders who are not prequalified will be considered unresponsive. Prequalification applications are available on the District's website at www.mason-pud1.org/bids/ and must be submitted by 4:30 p.m. on November 10, 2026, to ensure enough time for consideration of the application prior to the bid due date.

PROJECT STORAGE

Storage of materials and equipment is at the will of the Contractor. The Mason County PUD 1 campus provides 2+ acres of lay down area that is locked after operating hours. PUD 1 anticipates the majority consumables and equipment will be stored on PUD's campus.

For technical questions regarding this project, please contact Jeremiah Waugh, PE, Engineering Manager, at (360) 605-6191 or email jeremiahw@mason-pud1.org.

All electronic communications sent to Jeremiah Waugh shall include a cc: to Kristin Masteller, General Manager at kristinm@mason-pud1.org.

BIDDING DOCUMENTS

Bona fide Bidders may obtain bidding documents from the District's website at: www.mason-pud1.org/bids. Hard copies of the RFP and plan set binder can be requested, for a $200 fee, from the PUD 1 Engineering Manager Jeremiah Waugh, Mason County PUD 1, 21971 N. Highway 101, Shelton, WA 98584. For technical questions regarding the project please contact Jeremiah Waugh, PE, jeremiahw@mason-pud1.org. All electronic communications shall include a cc: to Kristin Masteller, General Manager at kristinm@mason-pud1.org.

BID SECURITY AND BONDS

Each bid shall be accompanied by a certified check, bank cashier's check, or bid bond executed by a Washington State licensed surety company, in an amount not less than five percent (5%) of the amount bid. No bid will be considered unless accompanied by such a bond or security.

REJECTION OF BIDS

The Commissioners reserve the unqualified right in their sole and absolute discretion to waive any informalities and to reject any or all bids, and to accept the bid, which in their sole and absolute judgment will, under all circumstances, best serve the interest of the District.

Engineer's Estimate: $750,000

Proposed project timeline:

Oct 16	Bid documents available online/Advertisement
Oct 27	**MANDATORY** Pre-Bid Job Show at 9:00 a.m. Meet at PUD first and then drive to site.
Nov 10	Cutoff for Addenda questions 3:00 p.m. PST
Nov 13	Final addenda issued
Nov 17	Sealed Bids Due at District Office by 12:00 p.m. PST
Nov 17	Bid Opening @ 12:15 p.m. PST via Zoom: https://us02web.zoom.us/j/82348825590
Nov 24	Anticipated Bid Awarded
Nov 28	Anticipated Notice to Proceed
TBD	Preconstruction Meeting
April 30, 2027	Substantial Completion of Project

The bidder must submit:

A. One (1) signed hard copy of the bid form, with original ink signatures or approved electronic signatures, must be submitted in sealed packaging clearly marked with the bidder's name and address. All bid responses must be complete and accurate.

B. Acknowledgement of receipt of Addenda (if any).

C. Bid Bond, or certified cashier's check.

D. Completed and Signed "Certification of Compliance with Wage Payment Statutes" Form.

E. Completed and Signed "Non-Collusion Affidavit"

1. Response Evaluation

Mason County PUD No. 1 will evaluate bids received for responsiveness and will evaluate the responsibility of the Bidder along with the pricing provided on the Bid Form. Bid award is subject to Commission approval.

Bids will be reviewed based on price, completeness and contributed design details that illustrate the Contractor's understanding of the requested scope of work or that enhance performance/aesthetics of the proposed work.

Bids which contain or are conditioned upon different terms provided by the Bidder shall be rejected as non-responsive. Any bid which attempts to disclaim liability for the Bidder's negligence or disclaim liability for damage, which arises from Bidder's acts to person or property, shall be deemed non-responsive.

The Commissioners of Mason County PUD No. 1 reserve the right in their sole and absolute judgment to reject any and all alternative offers or bids, without further explanation, and to accept an alternative or bid which will, in their sole and absolute judgment, under all circumstance best serve the interest of the District.

2. Job Show

MANDATORY Pre-Bid walkthrough, Tuesday, October 27, 2026, 9:00 a.m. PST (Meet at PUD 1 board room first and afterward drive to site).

4. Addenda

Should the Bidder find discrepancies in or omissions from the bid document or should the intent or meaning appear to be obscure or ambiguous, the Bidder should at once forward to the District a written request for interpretation, clarification, or correction thereof before submitting the bid. The Bidder making such request will be solely responsible for its timely receipt. All such requests must be received not later than 3:00 p.m. on November 10th, 2026. Replies may be made in the form of addenda. Any final addenda will be issued no later than Friday, November 13, 2026.

Engineering will transmit to prospective Bidders of Record such addenda as deemed necessary in response to questions arising. Oral statements may not be relied upon and will not be binding or legally effective.

5. Bidder's Data

A. Total Bid Amount (fixed price) for comparison for the Project as described in these documents.
B. Cost of Trench Safety Systems (if applicable).

6. Additional Contractor Requirements

A. This Project is a Prevailing Wage project, and subject to all applicable RCW's and Washington State laws. Contractor shall comply with all requirements concerning public works, without limitation, prevailing wage. View prevailing wage rates at https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/, using the published updated wage rates of November 17, 2026, or view a copy at Mason County PUD No. 1's offices at 21971 N. Highway 101, Shelton, WA 98584. If requested, a copy will be mailed.

B. The Contractor shall maintain during the life of this contract, including warranty period, commercial general liability insurance, and automobile insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage including loss of use thereof, and products/completed operations with the minimum policy limits of $5,000,000.00, naming the District as an additional insured. (See all insurance requirements in the Agreement and General Conditions.)

C. The Contractor is to provide a good and sufficient Payment and Performance Bond acceptable to the District and in accordance with the provisions of Chapter 39 RCW, and payable to Mason County PUD No. 1 in an amount of not less than one hundred percent (100%) of the total value of the Project.

7. Responsible Bidder

A. Bidder Responsibility Criteria

It is the intent of the District to award a contract to the low responsible Bidder. Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
   a. Industrial Insurance (workers' compensation) coverage for the contractor's employees working in Washington, as required in Title 51 RCW;
   b. A Washington Employment Security Department number, as required in Title 50 RCW;
   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d. An electrical contractor license, if required by Chapter 19.28 RCW;
   e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
6. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.
7. Within the three-year period immediately preceding the date of the bid solicitation, the Bidder shall not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW. Before award of a public works contract, a Bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the Bidder is in compliance with this requirement.

B. Subcontractor Responsibility

The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the District, the Contractor shall promptly provide documentation to the District demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following Bidder responsibility criteria:

1. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
    a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
6. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.
7. Within the three-year period immediately preceding the date of the bid solicitation, the Bidder shall not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW. Before award of a public works contract, a Bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the Bidder is in compliance with this requirement.

8. Public Records Act

All bids, contract documents and related materials (collectively, "Materials") submitted in connection with any proposal or bid are subject to public review and approval by the Board of Commissioners. Contractor acknowledges and agrees to such public review and approval. With limited exceptions, all Materials submitted become public records and are subject to the provisions of RCW Chapter 42.56 (the "Act"). In most instances, all Materials will be subject to inspection and copying by the public.

Any specific part of the Materials that is claimed to be confidential information or otherwise exempt from disclosure under the Act must be clearly identified as such by the Contractor by marking each page "**PROPRIETARY AND CONFIDENTIAL"** in capital letters and in a manner that makes the claim immediately obvious and identifiable. Contractor agrees that Materials which are not so marked may be inspected, copied, or both by the public, at the District's discretion.

If a request is made for inspection, copying, or both of any Materials, the District will review the Materials to determine if any are marked "**PROPRIETARY AND CONFIDENTIAL."** For Materials appropriately marked, the District agrees that it will notify Contractor of such request and provide at least ten (10) days written notice of such request prior to public disclosure of the documents. The Contractor may take such efforts to assert or exercise any rights available to Contractor under the Act to prevent or limit such public disclosure or access at Contractor's sole and exclusive expense.

BID FORM- Page 1 of 4

COMPANY NAME: _____

PROJECT NAME: **LILLIWAUP BAY UTILITY RELOCATION PROJECT**

DATE & TIME DUE: _____

In compliance with Mason County PUD No. 1's Invitation for Bids, Instructions to Bidders, Scope of Work, Site Conditions and Coordination, Agreement and General Conditions, the undersigned hereby proposes and agrees to furnish all labor and supervision, material, tools and work equipment, except those materials and equipment specifically designated to be furnished by the Owner or by others, and perform the Work in strict accordance with the specifications designated and made a part of this Call for Bids for the bid amount as follows:

JOINT TRENCHES/BORES - STICK CONDUIT IS PUD PROVIDED, BORE CONDUIT SUPPLIED BY CONTRACTOR	**QTY**	**LABOR COST**	**MATERIAL**	**EXTENDED COST**
V1 - V2 (BORE UNDER LILLIWAUP BAY) **(3)3"& (2)2"**	LS			
C1 - C2 (HWY CROSSING BORE) **(2)2"**	LS			
V2 - P2 (TRENCH PARALLEL TO HWY) **(3)3"& (2)2"**	LS			
SUBTOTAL				

UNDERGROUND FACILITIES	**QTY**	**LABOR COST**	**MATERIAL COST**	**EXTENDED COST**
V1 & V2 - VAULT INSTALLATION (INSTALL AND MAKE-UP 3 VAULTS) - VAULTS ARE PUD PROVIDED	LS			
C2 - 1-PHASE CABINET INSTALLATION (INSTALL CABINET & CONDUIT ONLY) - 1PH CABINET W/ 4-WAYS ARE PUD PROVIDED	LS			
C1 - 3-PHASE CABINET INSTALLATION (INSTALL AND MAKE-UP CABINET) - 3PH CABINET W/ 4-WAYS ARE PUD PROVIDED	LS			
P2 - 600A (500MCM) 3-PHASE RISERS W/ GOS (INSTALL AND MAKE-UP 500MCM RISER) GOS IS PUD PROVIDED	LS			
P1 - 600A (500MCM) 3-PHASE RISERS (RE-PULL AND MAKE-UP 500MCM RISER)				
P3 - 200A (4/0) 3-PHASE RISER (RE-PULL AND MAKE-UP 4/0 RISER) 4/0 & TE	LS			
			SUBTOTAL	

OVERHEAD FACILITIES	QTY	LABOR COST	MATERIAL COST	EXTENDED COST
OVERHEAD CONSTRUCTION (INSTALL POLE W/ FIBERGLASS DE, DOWN GUYS) - POLES ARE PUD PROVIDED	LS			
			SUBTOTAL	
SITE WORK	**QTY**	**LABOR COST**	**MATERIAL COST**	**EXTENDED COST**
ROUTE CLEARING/RESTORATION	LS			
SOIL IMPORT/EXPORT	LS			
			SUBTOTAL	
			CONSTRUCTION SUBTOTAL	
GENERAL				
FLAGGING			LS	
GENERAL MOBILIZATION (SHALL NOT EXCEED 10% OF CONSTRUCTION SUBTOTAL)			LS	
			GENERAL SUBTOTAL	
ADDERS BORE CONDUIT IF ANY TO BE SUPPLIED BY CONTRACTOR	**QTY**	**LABOR COST**	**MATERIAL**	**EXTENDED COST**
DEMOB/REMOB	LS			
SAW CUT & REPAVE DRIVEWAYS	PER FOOT			
TRENCH (3) 3" & (2) 2"	PER FOOT			
TRENCH (2) 2"	PER FOOT			
ROCK TRENCH (3) 3" & (2) 2"	PER FOOT			
ROCK TRENCH (2) 2"	PER FOOT			
BORE (3) 3" & (2) 2"	PER FOOT			
BORE (2) 2"	PER FOOT			

ROCK BORE (3) 3" & (2) 2"	PER FOOT			
ROCK BORE (2) 2"	PER FOOT			
SOIL IMPORT/EXPORT	PER CUBIC FT			
				CONSTRUCTION SUBTOTAL
				GENERAL SUBTOTAL
				PROJECT SUBTOTAL (CONSTRUCTION + GENERAL)
				TAXES (8.6%)
				PROJECT TOTAL

Description	**Bid Amount**
Project Total Amount Bid for Comparison (without sales tax)	$
Cost of Trench Safety Systems (without sales tax) if applicable *RCW 39.04-180*	$
8.6% Sales Tax	$
Total Bid (including tax)	**$**

Total bid amount in words:_____

_____

Performance Schedule

Start/Manufacture Date: _____ Completion/Delivery Date: _____

Additional Information Required:

☐ Bid Bond / Certified Check Enclosed
☐ Bidder's Data Enclosed (see item Instructions to Bidders, number 5)
☐ Completed and Signed "Certification of Compliance with Wage Payment Statutes" Form.
☐ Signed Copies of Addenda (if applicable)

It is understood that this quotation constitutes a firm offer, which cannot be withdrawn for thirty (30) calendar days after the date set for quotation opening.

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within the timeframe specified.

The Bidder acknowledges that it is in compliance with the bidder responsibility criteria described in the Instruction to Bidders. The Bidder agrees to provide proof of compliance with these requirements upon request by the Owner.

The undersigned certifies that the Bidder has examined and is familiar with document "Call for Bids- Lilliwaup Corner Utility Relocation Project"**;** the Bidder is responsible for complying with the Agreement and General Conditions in their entirety; the Bidder has checked all the figures shown on this form and other attachments hereto; and understands that the Owner will not be responsible for any errors or omissions on the Bidder's part in making up quotation submitted.

All of the above work will be performed for the consideration of the sum designated, and the undersigned agrees, upon receipt of written notice of acceptance of this quotation, within ten (10) days to execute contract in accordance with the quotation as accepted and provide a public works contractor performance bond if applicable.

Authorized Signature: _____

BIDDER INFORMATION

Bidder's Business Name:		
Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (State of Incorporation:____) ☐Other _____		
Physical Business Address:		
Mailing Address:		
City:	State:	Zip Code:
Business Telephone Number:	Business Fax Number:	Business Email Address:

State of Washington numbers for the following:

Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:
Receipt is hereby acknowledged of Addenda No(s): _____ _____ _____ _____ _____ If none, so state: _____		

Official Authorized to Sign for Bidder:

"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:

Pursuant to RCW 39.30.060, list any HVAC, Plumbing, Class A and/or Class B Electrical Subcontractors (if applicable).

SUBCONTRACTOR NAME: _____
CATEGORIES OF WORK: _____
PUD CONTRACTING OFFICER APPROVAL: _____ DATE: _____

SUBCONTRACTOR NAME: _____
CATEGORIES OF WORK: _____
PUD CONTRACTING OFFICER APPROVAL: _____ DATE: _____

SUBCONTRACTOR NAME: _____
CATEGORIES OF WORK: _____
PUD CONTRACTING OFFICER APPROVAL: _____ DATE: _____

Certification of Compliance with
Wage Payment Statutes / Suspension & Debarment

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder 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.

Bidder/Vendor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City or other Location State or Country

Check One:

☐ Sole Proprietorship ☐Partnership ☐ Joint Venture
☐ Corporation ☐Limited Liability Company

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** 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.*

Intent to Pay Prevailing Wages

RCW 39.04.260 Private construction performed pursuant to contract for rental, lease, or purchase by state—Must comply with prevailing wage law.

Any work, construction, alteration, repair, or improvement, other than ordinary maintenance, that the state or a municipality causes to be performed by a private party through a contract to rent, lease, or purchase at least fifty percent of the project by one or more state agencies or municipalities shall comply with chapter **39.12** RCW.

Notes to the Bidder:

- The prevailing wage rate in effect on the bid due date are the prevailing wage rates that apply to that construction contract project, unless the award was delayed more than 6 months. In that case, the prevailing wage rates in effect on the date of the award shall apply for the duration of the contract.
- Prevailing wage rates are published twice per year—on the First business day of February and August—and are effective 30 days after publication.
- Prevailing Wage Rates: https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/
- Historically, prevailing wages were required to be included in the Contract Document set.
- Bid specifications now may provide the required prevailing wage rate information in this alternate format:
    - Provide the URL to the Dept of L&I's prevailing wage rates
    - Identify the exact wage publication date to use
    - State the county in which the public works project is located
    - Specify a copy is available for viewing in the agency office
    - Explain that the agency will mail a hard copy upon request
    - Retain a printed version of the rates for records

RCW 39.12.040 Statement of Intent to pay prevailing wages, affidavit of wages paid – Alternative Procedure *Required for ALL subcontractors too.*

(1)(a) Except as provided in subsection (2) of this section, before payment is made by or on behalf of the state, or any county, municipality, or political subdivision created by its laws, of any sum or sums due on account of a public works contract, it is the duty of the officer or person charged with the custody and disbursement of public funds to require the contractor and each and every subcontractor from the contractor or a subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages". For a contract in excess of ten thousand dollars, the statement of intent to pay prevailing wages must include:

(i) The contractor's registration certificate number; and

(ii) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW **39.12.020** and the estimated number of workers in each classification.

(b) Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the department of labor and industries before it is submitted to the disbursing officer. Unless otherwise authorized by the department of labor and industries, each voucher claim submitted by a contractor for payment on a project estimate must state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a public works project, it is the duty of the officer charged with the disbursement of public funds, to require the contractor and each and every subcontractor from the contractor or a subcontractor to submit to such officer an affidavit of wages paid before the funds retained according to the provisions of RCW **60.28.011** are released to the contractor. On a public works project where no retainage is withheld, the affidavit of wages paid must be submitted to the state, county, municipality, or other public body charged with the duty of disbursing or authorizing disbursement of public funds prior to final acceptance of the public works project. If a subcontractor performing work on a public works project

fails to submit an affidavit of wages paid form, the contractor or subcontractor with whom the subcontractor had a contractual relationship for the project may file the forms on behalf of the nonresponsive subcontractor. Affidavit forms may only be filed on behalf of a nonresponsive subcontractor who has ceased operations or failed to file as required by this section. The contractor filing the affidavit must accept responsibility for payment of prevailing wages unpaid by the subcontractor on the project pursuant to RCW **39.12.020** and **39.12.065**. Intentionally filing a false affidavit on behalf of a subcontractor subjects the filer to the same penalties as are provided in RCW **39.12.050**. Each affidavit of wages paid must be certified by the industrial statistician of the department of labor and industries before it is submitted to the disbursing officer.

(2) As an alternate to the procedures provided for in subsection (1) of this section, for public works projects of $5,000 or less as allowed under RCW **39.04.152** is followed:

(a) An awarding agency may authorize the contractor or subcontractor to submit the statement of intent to pay prevailing wages directly to the officer or person charged with the custody or disbursement of public funds in the awarding agency without approval by the industrial statistician of the department of labor and industries. The awarding agency must retain such statement of intent to pay prevailing wages for a period of not less than three years.

(b) Upon final acceptance of the public works project, the awarding agency must require the contractor or subcontractor to submit an affidavit of wages paid. Upon receipt of the affidavit of wages paid, the awarding agency may pay the contractor or subcontractor in full, including funds that would otherwise be retained according to the provisions of RCW **60.28.011**. Within thirty days of receipt of the affidavit of wages paid, the awarding agency must submit the affidavit of wages paid to the industrial statistician of the department of labor and industries for approval.

(c) A statement of intent to pay prevailing wages and an affidavit of wages paid must be on forms approved by the department of labor and industries.

(d) In the event of a wage claim and a finding for the claimant by the department of labor and industries where the awarding agency has used the alternative process provided for in this subsection (2), the awarding agency must pay the wages due directly to the claimant. If the contractor or subcontractor did not pay the wages stated in the affidavit of wages paid, the awarding agency may take action at law to seek reimbursement from the contractor or subcontractor of wages paid to the claimant, and may prohibit the contractor or subcontractor from bidding on any public works contract of the awarding agency for up to one year.

(e) Nothing in this section may be interpreted to allow an awarding agency to subdivide any public works project of more than $5,000 for the purpose of circumventing the procedures required by subsection (1) of this section.

AGREEMENT BETWEEN

OWNER AND CONTRACTOR

The Effective Date of this Contract is:	
The Parties to this Contract are:	
The "Owner"	Mason County Public Utility District No. 1
The "Contractor"	
Project Name:	LILLIWAUP BAY UTILITY RELOCATION PROJECT-Phase Two Tide Flats
The "Architect" or "Engineer:"	Mason PUD 1
The "Work:"	See "Scope of Work"
Alternates included in the Contract Sum:	
Contract Sum for the Work: *(not including sales tax)*	$ _____
Payments: *(check one)*	□ The Owner will make a single payment to the Contractor within thirty (30) days of Final Acceptance. □ See Supplemental Conditions
Date of Substantial Completion of the Work:	_____
Date of Final Completion of the Work:	**10** days after Substantial Completion
Liquidated Damages:	$ 500.00 per day for each calendar day beyond the Contract Time that Substantial Completion is not achieved.
Owner's Permit Responsibilities:	District will Obtain all.
Unit Prices:	Not Applicable
Minimum Required Insurance:	
Commercial General Liability:	At least $5 million per occurrence and general aggregate.
Automobile Liability:	At least $5 million
Workers' Compensation (industrial insurance):	At least the state statutory amount
Employer's Liability:	At least $5 million
Aircraft Liability:	Not Applicable
Watercraft Liability:	Not Applicable
Property Insurance:	Full insurable value
Boiler and Machinery Insurance:	Not Applicable
Additional Insureds:	Mason County PUD No. 1

The Owner and Contractor agree as set forth below.

ARTICLE 1: THE WORK.

The Contractor shall fully execute and complete the entire Work described in the Contract Documents, including the Alternates listed above.

SAMPLE

ARTICLE 2: COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION.

2.1 The date of commencement of the Work is the date of this Agreement. The Contract Time is measured from the date of commencement to the date of Substantial Completion specified above, as it may be adjusted under the Contract Documents.

2.2 The Contractor shall achieve Substantial Completion and Final Completion of the entire Work within the dates specified above, subject to adjustments of the Contract Time as provided in the Contract Documents.

ARTICLE 3: THE CONTRACT SUM.

The Owner shall pay the Contractor the Contract Sum for the Contractor's performance of this Contract, subject to additions and deductions as provided in the Contract Documents. Sales tax is not included in the Contract Sum.

ARTICLE 4: PAYMENT.

The Owner will pay the Contractor within *thirty (30) days* of receipt of an approved Application for Payment in accordance with this Contract. Retainage will be released in accordance with statutory requirements.

ARTICLE 5: PERMITS AND FEES.

5.1 The Owner will secure and pay for only those governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees listed on the cover page.

5.2 The Contractor shall secure and pay for all other governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees required for the prosecution of the Work.

ARTICLE 6: ENUMERATION OF CONTRACT DOCUMENTS.

6.1 The Contract Documents form this Contract. This Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor of any tier, between any Architect and the Contractor, or between any persons or entities other than the Owner and the Contractor.

6.2 The Contract Documents are enumerated as follows and, in the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following order of priority:

1. Agreement
2. Supplemental Conditions
3. Prevailing wage rates set by L&I as of the bid date for Mason County (available at https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/
4. General Conditions
5. Scope of Work
6. Drawings and Specifications
7. Site Conditions and Coordination

OWNER: Mason County PUD No. 1	**CONTRACTOR:** _____
By: _____	By: _____
(Signature)	*(Signature)*
_____	_____
(Printed name and title)	*(Printed name and title)*
Date: _____	Date: _____

GENERAL CONDITIONS

ARTICLE 7 THE CONTRACT DOCUMENTS

7.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contractor's performance shall be consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 "Work" means the construction and services required by the Contract Documents and includes all labor, materials, equipment and services to be provided by the Contractor to fulfill its obligations.

7.3 If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall report it to the Owner in writing at once. The Contractor shall not proceed with the affected Work until it receives a written interpretation or clarification from the Owner.

ARTICLE 8 ADMINISTRATION OF THE CONTRACT

8.1 The Owner will provide administration of the Contract. If an Architect or Engineer is also involved, its duties beyond those addressed in these General Conditions will be described in an attachment to this Contract.

8.2 Authority. The Owner must approve in writing all changes in the Contract Sum or Contract Time as well as all Change Orders, Construction Change Directives, and payments to the Contractor. The Owner will make any modification or release of any requirement of the Contract Documents, or any approval or acceptance of any portion of the Work, whether or not executed in accordance with the Contract Documents, exclusively in writing.

8.3 Rejection of Work. The Owner may reject Work that, in its opinion, does not conform to the Contract Documents. If the Contractor fails to correct Work that is not in accordance with the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor in writing to stop the Work, or any portion thereof, until the cause for that order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right.

8.4 Site Access. The Owner shall have access to and may visit the Work site at intervals it considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work, but the Owner will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

8.5 Submittals. The Contractor shall review, approve and submit to the Owner with reasonable promptness shop drawings, product data, samples and similar submittals required by the Contract Documents. The Owner will review and approve or take other appropriate action upon the Contractor's submittals for the limited purpose of checking for conformance with information given and the design concept expressed by the Contract Documents. The Work shall be in accordance with approved submittals. The Owner's review and approval does not relieve the Contractor of responsibility for compliance with the Contract Documents. The Contractor shall submit to the Owner any proposed change to or deviation from previously approved documents or submittals.

ARTICLE 9 THE CONTRACTOR

9.1 Using its best skill and attention, the Contractor shall perform, supervise and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and personnel, for safety, and for coordinating all portions of the Work under this Contract. The Contractor shall provide and pay for all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.2 Subcontractors. A "Subcontractor" is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A "Subcontractor of any tier" includes Subcontractors and lower-level subcontractors and suppliers.

9.2.1 Identification. As soon as practicable and no later than *fourteen (14) days* after award of this Contract, the Contractor shall confirm to the Owner in writing the names of the Subcontractors for each portion of the Work.

9.2.2 Subcontracts. Contracts between the Contractor and Subcontractors shall require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents for the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by the Contract Documents, assumes toward the Owner.

9.2.3 Payment. The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of

the Work for which the Owner has paid (including, but not limited to, workers and Subcontractors). The Contractor shall furnish to the Owner releases of liens and claims and other documents that the Owner requests from time to time to evidence such payment (and discharge). Nothing in the Contract Documents shall obligate the Owner to pay or to cause the payment of any moneys due to any Subcontractor of any tier or other person or entity, except as may otherwise be required by law or regulation.

9.3 Workers. The Contractor shall enforce strict discipline and good order among persons carrying out the Work and shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Owner considers objectionable.

9.4 Warranty. The Contractor warrants that materials and equipment furnished under this Contract will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required, and that the Work will conform with the requirements of the Contract Documents.

9.5 Progress Schedule. Within *fourteen (14) days* of execution of this Contract, the Contractor shall submit a schedule of the Work to the Owner ("Progress Schedule"). The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Progress Schedule (as updated) to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

9.6 Clean-Up. The Contractor shall keep the site and surrounding area free from accumulation of waste materials caused by operations under the Contract.

9.7 Indemnification.

9.7.1 Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its agents, employees, consultants, successors and assigns (together, the "Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs, attorneys' fees, and other litigation expenses incurred on such claims and in proving the right to indemnification, arising out of or resulting from the performance of the Work by or any act or omission of the Contractor, its agents, any Subcontractor of any tier, and anyone directly or indirectly employed by them (together, the "Indemnitor").

.1 The Contractor will fully indemnify and defend the Indemnified Parties for the sole negligence of the Indemnitor.

.2 The Contractor will indemnify and defend the Indemnified Parties for the concurrent negligence of the Indemnitor only to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any mediation, arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will similarly stipulate in their subcontracts. To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect.

9.7.2 After mutual negotiation of the parties, the indemnification obligation shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts in claims by an employee of the Contractor or a Subcontractor of any tier against any person or entity indemnified under this Paragraph 9.7. For the sole purpose of effecting the indemnification obligations under this Contract and not for the benefit of any third parties unrelated to the Owner, the Contractor specifically and expressly waives any immunity that may be granted it under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

9.8 Records. The Contractor shall maintain and preserve books, ledgers, records, estimates, correspondence, logs, schedules, electronic data and other documents relating or pertaining to the costs and/or performance of the Contract ("records"). Within *seven (7) days* of the Owner's request, the Contractor shall make available at the Contractor's office all records for inspection, audit and reproduction (including electronic reproduction) by the Owner's representatives. These requirements apply to each Subcontractor of any tier. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that the invocation of any rights under RCW 42.56 shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner.

9.9 Compliance with Law. The Contractor, its employees, Subcontractors of any tier and representatives, shall comply with all applicable laws, ordinances, statutes, rules and regulations, federal and state, county and municipal.

9.9.1 Prevailing Wages. The Contractor shall comply with all applicable provisions of RCW 39.12, including but not limited to submission of approved "Statements of Intent to Pay Prevailing Wage," payment of all

Labor & Industries' fees, submission and posting of approved "Statements of Intent to Pay Prevailing Wages" and payment of prevailing wages. The state of Washington prevailing wage rates applicable for this public works project, which is located in Mason County, may be found at the following website address of the L&I: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ using the published updated wage rates of November 17, 2026, and the Davis Bacon WDL # is WA20260053, or view a copy at Mason County PUD No. 1's offices at 21971 N US Highway 101, Shelton, WA. If requested, a copy will be mailed. The Contractor shall keep a paper copy at the Project site.

9.9.2 Hours of Labor. The Contractor shall comply with all applicable provisions of RCW 49.28. Hours of Work shall align with the District's standard schedule of Monday through Thursday, from 7:00 a.m. to 5:30 p.m. The Contractor shall also observe District holidays as non-working days.

9.9.3 Worker's Right to Know. The Contractor shall comply with RCW 49.70 and WAC 296-62-054 regarding workplace surveys and material safety data sheets for "hazardous" chemicals at the Project site.

ARTICLE 10 CONSTRUCTION BY THE OWNER OR BY SEPARATE CONTRACTORS

10.1 The Owner may perform construction or operations related to the Project with its own forces and may award separate contracts in connection with other portions of the Project or other construction or operations on the site under contractual conditions consistent with those of the Contract Documents.

10.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations.

ARTICLE 11 CHANGES IN THE WORK

11.1 The Owner, without invalidating this Contract, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, in the Contract Sum and/or in the Contract Time shall be authorized only by written Change Order signed by the Owner and the Contractor or by written Construction Change Directive signed by the Owner.

11.1.1 Change Orders. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of any adjustment in the Contract Sum, and the extent of any adjustment in the Contract Time.

11.1.2 Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Owner that directs a change in the Work and states a proposed basis for any adjustment in the Contract Sum and/or Contract Time. It is used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven (7) days* of receipt, the Contractor shall advise the Owner in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

11.2 Costs of Changes and Claims. If the parties cannot agree on the cost or credit to the Owner from a Construction Change Directive or other Change in the Work, the Contractor and all affected Subcontractors of any tier shall keep and present an itemized accounting with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the direct labor costs, material costs, construction equipment usage costs for the actual time equipment appropriate for the Work is used solely on the Change in the Work, the cost of any change in insurance, Subcontractor costs, and a fee for all combined overhead and profit, including impact costs of any kind, limited to twelve percent (12%) of the cost for any materials or work performed by the forces of the Contractor or a Subcontractor and eight percent (8%) of amounts due to Subcontractors.

11.3 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site that are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner promptly before conditions are disturbed and in no event later than *seven (7) days* after the first observance of the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedures of Article 19.

ARTICLE 12 TIME

12.1 Delay.

12.1.1 Time. If the Work is delayed by changes ordered in the Work, unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable

casualties or any other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order to the extent the critical path is affected.

12.1.2 Damages. The Contractor and Subcontractors shall be entitled to damages for delay only where the Owner's actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence.

12.1.3 Contractor Delay. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

12.2 Completion and Liquidated Damages. The timely completion of the Project is essential to the Owner. The Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. The Contractor is responsible for actual damages for delay unless an amount is inserted on the cover page for liquidated damages, in which case the liquidated damage amount shall apply. Liquidated damages shall not be affected by partial completion, occupancy, or beneficial occupancy.

ARTICLE 13 PAYMENTS AND COMPLETION

13.1 Payments. Payment shall be made as provided in this Contract, including any Supplemental Conditions.

13.2 Withheld Payment. The Owner may withhold payment in whole or in part, or it may nullify the whole or part of a payment previously issued, on account of (1) defective Work not remedied, (2) claims or liens filed by third parties, (3) failure of the Contractor to make payments due to Subcontractors or for labor, materials or equipment, (4) damage to the Owner or another contractor, (5) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (6) reasonable evidence that the unpaid balance would not be adequate to cover actual or liquidated damages for delay for which the Contractor is responsible, (7) failure to carry out the Work in accordance with the Contract Documents, or (8) liquidated damages. The Owner will provide the Contractor with written notice of its intent to implement this provision and provide details supporting the Owner's intention. The Contractor will be afforded reasonable time following receipt of such notice to respond to or correct the circumstances provoking this action by the Owner.

13.3 Substantial Completion.

13.3.1 Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully utilize the Work (or a designated portion) for its intended use. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable, any required occupancy or use permit has not been issued, or if utilities affected by the Work are not connected and operating normally. The fact that the Owner may use or occupy some or all of the Work does not indicate that the Work is Substantially Complete, nor does it toll or change any liquidated damages due the Owner.

13.3.2 When the Contractor believes that the Work has achieved Substantial Completion, it shall notify the Owner in writing. When the Owner agrees, it will issue a Certificate of Substantial Completion.

13.3.3 Immediately before any occupancy, the Owner will schedule an inspection tour of the area to be occupied. Representatives of the Owner and the Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall promptly supply and install any such items as well as items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum.

13.4 Final Completion. After the Contractor has notified the Owner that the Work has been concluded, and the Contractor has submitted the items listed below as may be required at the discretion of the Owner, the Owner will determine in writing that Final Completion has occurred.

13.4.1 A final Application for Payment.

13.4.2 An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied.

13.4.3 Consent of surety to final payment.

13.4.4 A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner.

13.4.5 A written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents.

13.4.6 Other data establishing payment or satisfaction of or protection (satisfactory to the Owner) against all obligations, such as receipts, releases and waivers of liens and claims.

13.4.7 Pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor.

13.4.8 A certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project.

13.4.9 Pursuant to RCW 60.28, certificates from the Department of Revenue and the Department of Labor and Industries.

13.4.10 Pursuant to RCW 50.24, a certificate from the Department of Employment Security.

13.4.11 All deliverables required by the Contract Documents.

13.4.12 A certification that the materials in the Work are "lead-free" and "asbestos free."

13.4.13 A legible hard copy of the as-built drawings.

13.5 Final Acceptance and Final Payment.

13.5.1 Pursuant to RCW 60.28, completion of the contract Work shall occur after Final Completion has been achieved and the Owner has formally accepted the Project ("Final Acceptance"). Final Payment shall not become due until after Final Acceptance.

13.5.2 If any Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may retain an amount to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than one hundred fifty percent (150%) of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

13.6 Waivers.

13.6.1 Final Payment by the Owner. The making of final payment constitutes a waiver of claims by the Owner except those arising from (1) liens, claims, security interests, or encumbrances arising out of the Contract and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; (3) Work subsequently found to be substandard and/or deficient; or (4) terms of warranties required by the Contract Documents or law.

13.6.2 Final Payment to the Contractor. Acceptance of final payment by the Contractor constitutes a waiver of Claims except those previously made in writing and specifically identified as unsettled on the final Application for Payment.

13.6.3 Change Orders. The execution of a Change Order constitutes a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order.

13.6.4 Reservation of Rights. If the Contractor adds to a Change Order, a Construction Change Directive, or any other document a reservation of rights that has not been initialed by the Owner, any amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by the Owner.

13.6.5 Failure to Exercise. The Owner's failure to exercise any of its rights under this Contract shall not constitute a waiver of any past, present or future right or remedy. Any waiver by the Owner of any right or remedy under this Contract must be in writing and shall apply only to the right or remedy specified.

13.7 Warranty of Title. The Contractor warrants and guarantees that title to the Work, materials and equipment covered by an Application for Payment, whether or not incorporated in the Project, will pass to the Owner no later than the time of payment, free and clear of liens.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

14.1 The Contractor shall be solely responsible, and the Owner shall not have responsibility, for all aspects of safety related to this Contract or the Work, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, persons or property.

14.2 The Contractor shall promptly remedy to the Owner's satisfaction damage or loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts the Owner may be liable that are not attributable to the fault or negligence of the Contractor or a Subcontractor of any tier.

14.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl, unless identified as such in the Contract Documents.

ARTICLE 15 INSURANCE AND BONDS

15.1 The Contractor shall, at its own cost, purchase from a company or companies authorized to do business in the state of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the Owner, and maintain during the life of this Contract, at least the following insurance. The Contractor shall also cause its Subcontractors of any tier to secure and maintain at least the following insurance. The insurance shall be in force at the time the Work is commenced and shall remain in force until Substantial Completion, unless a later date is specified below.

15.1.1 Contractor's Liability Insurance. The Contractor shall purchase and maintain an occurrence-based Commercial General Liability Insurance Policy and such other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents, whether to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefits and other similar employee benefit acts, as required by the laws of the state of Washington, including Contingent Employers Liability (Stop Gap) for all employees of the Contractor and Subcontractors;

.2 If there is an exposure for injury to Contractor's or Subcontractor's employees under the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, or any similar laws, regulations or statutes, coverage shall be included for such injuries or claims.

.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees and of any person other than the Contractor's employees;

.4 Claims for damages insured by personal injury liability coverage that are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

.6 Claims arising out of operation of laws or regulations for damages because of bodily injury or death of any person or for damage to property;

.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, including coverage for Owned Motor Vehicles, Non Owned Motor Vehicles and Hired or Borrowed Motor Vehicles; and

.8 The comprehensive general liability insurance required by this paragraph must include contractual liability insurance applicable to Contractor's obligations under Paragraph 9.7.

15.1.2 Property Insurance. Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to any deductible amounts that may be provided in the Contract Documents). This insurance shall include the interest in the Work of the Owner, Contractor, Subcontractors of any tier, any Architect and consultants, all of whom shall be listed as insureds or primary, non-contributing additional insured parties. Additional insured status shall be evidenced by internal policy provision or by separate external endorsement. This insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, theft, vandalism and malicious mischief, collapse, false work and water damage, temporary buildings and debris removal (including demolition occasioned by enforcement of any applicable legal requirements), and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit

when such portions of the Work are to be included in an Application for Payment. The Owner shall bear no responsibility for such portions of the Work or the consequences of their damage or loss.

15.1.3 Boiler and Machinery Insurance. Unless otherwise provided for in the Contract Document the Contractor shall purchase and maintain such boiler and machinery insurance for applicable equipment utilized or contained in the Work, which will include the interests in the Work of the Owner, Contractor, Subcontractors, any Architect, and consultants, all of whom shall be listed as insured or additional insured parties.

15.1.4 Aircraft/Watercraft Insurance. If the performance of the Work requires the use of any aircraft that are owned, leased, rented, or chartered by the Contractor or any of its Subcontractors, the Contractor shall secure and maintain Aircraft Liability Insurance for property damage and bodily injury, including passengers and crew. If the performance of the Work requires the use of any watercraft that are owned, leased, rented or chartered by the Contractor or any of its Subcontractors, the Contractor shall secure and maintain Watercraft Liability insurance for property damage and bodily injury.

15.2 The Owner's specification or approval of insurance in this Contract or of its amount shall not relieve, limit or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

15.3 Bonding Requirements

15.3.1 The Contractor is to provide a good and sufficient payment and performance bond acceptable to the District and in accordance with the provisions of Chapter 39 RCW, and payable to the District in an amount of not less than one hundred percent (100%) of the total contract value, if with a surety company as surety, conditioned that such person or persons shall faithfully perform all provision of such contract and pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who supply such person or persons, or Subcontractors, with provisions and supplies for the carrying on of such work, and any person or persons performing such services or furnishing material to any Subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. A sample performance bond is attached.

15.3.2 On contracts of one hundred fifty dollars ($150,000) or less, at the option of the Contractor the respective public entity may, in lieu of the bond, retain ten percent (10%) of the contract amount for a period of forty-five (45) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, including any related attorney's fees, filed under RCW 60.28, whichever is later; provided further, that for contracts of one hundred fifty thousand dollars ($150,000) or less, the public entity may accept a full payment and performance bond from an individual surety or sureties: and provided further, that the surety must agree to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

15.3.3 Chapter 60.28 RCW requires the District to retain a percentage of the contract funds in a District account or in an interest-bearing escrow account. The chapter also requires the District to withhold an amount sufficient to pay any unpaid claims, taxes, and costs as well as attorney fees incurred in closing the lien. If the Director of the Department of Labor and Industries, through an administrative order, notifies the District that an amount is owed, the District must withhold that amount and release it to the Department for distribution.

15.4 Waiver of Rights

15.4.1 The Owner and Contractor waive all rights against each other for losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraphs 15.1.2 and 15.1.3 and any other property insurance applicable to the Work, and also waive such rights against the Subcontractors, Architect, consultants and other parties named as insureds in such policies for losses and damages so caused. Each subcontract between the Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of the Owner, Contractor, Architect, consultants and all other parties named as insureds. None of these waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the Owner as Trustee or otherwise payable under any policy so issued.

15.4.2 The Owner and Contractor intend that any policies provided in response to Paragraphs 15.1.2 and 15.1.3 shall protect the parties insured and provide primary coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by any Architect or other Owner Consultant will obtain the same, and if such waiver forms are required of any Subcontractor, the Contractor will obtain the same.

15.5 Any insured loss under the policies of insurance required by Paragraphs 15.1.2 and 15.1.3 will be adjusted with the Owner and made payable to the Owner as Trustee for the insureds, as their interests may appear, subject to

the requirements of any applicable mortgage clause. The Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Contract Modification or Written Amendment, or be a separate contract, at the Owner's option.

15.6 Endorsements.

15.6.1 The Owner, its officer and employees shall be named as a primary, non-contributing additional insured and coverage shall apply on a primary and non-contributory basis on such policies other than Workers' Compensation. Additional insured status shall be evidenced by internal policy provision or by separate external endorsement. Policies shall contain a provision that the Owner shall be given *thirty (30) days'* written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification, restriction or material change thereto. No such cancellation, reduction, alteration, modification, restriction or material change in any policy shall relieve the Contractor of its obligation to maintain coverages in accordance with the Contract Documents.

15.6.2 All insurance policies to be maintained by the Contractor shall provide for Waiver of Subrogation in favor of the Owner.

15.6.3 All insurance policies, except Workers' Compensation, to be maintained by the Contractor shall provide Severability of Interests or Cross Liability Clause and provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Owner.

15.7 Certificates evidencing that satisfactory coverage of the type and limits set forth in the Contract Documents shall be furnished to the Owner in a form acceptable to the Owner and shall contain provisions consistent with Paragraph 15.6.

15.8 Irrespective of the requirements of the Contract Documents as to insurance to be carried by the Contractor, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve the Contractor of any of its obligations.

15.9 The Contractor shall defend, indemnify and hold the Owner harmless from any failure of the Contractor or its Subcontractors of any tier to secure and maintain insurance as required by this Contract.

ARTICLE 16 CORRECTION OF WORK

16.1 The Contractor shall promptly correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of *one (1) year* from the date of Substantial Completion of this Contract or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents.

16.2 If the Contractor fails to carry out or correct Work that is not in accordance with the Contract Documents, the Owner may, by written order, require the Contractor to stop the Work or any portions thereof until the cause for the order has been eliminated, and the Owner may take over and correct some or all of the non- conforming Work at the Contractor's cost.

16.3 Nothing in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Applicable Law. This Contract shall be governed by the internal law of the state of Washington, without regard to its choice-of-law provisions.

17.2 Compliance with Law. The Contractor shall give notices and comply with applicable laws, rules, regulations and orders of public authorities, including but not limited to RCW 39.06 and RCW 18.27 (Registration), RCW 49.60 (Discrimination), RCW 70.92 (Aged and Handicapped Persons), WAC 296-155 (Safety Standards), RCW 50.24 (Unemployment Compensation), RCW 51 (Industrial Insurance); RCW 82 (State Excise Tax Registration), RCW 39.12.065(3) (prevailing wage violations), Drug-Free Workplace Act of 1988 (Drug-Free Workplace) and RCW 49.26 (any asbestos removal).

17.3 Assignment. The Contractor shall not let, assign or transfer this Contract, or any interest in it or part of it, without the written consent of the Owner.

17.4 The Owner's Site Rules. The Contractor shall comply with the Owner's site and conduct rules.

17.5 Survival of Clauses. The warranty, dispute resolution, and indemnification provisions of this Contract shall survive the termination, cancellation or expiration of this Contract.

17.6 Writing Required. No addition to or modification of this Contract or waiver of any provisions of this Contract shall be binding on either Party unless explicitly made in writing and executed by the Contractor and the Owner.

ARTICLE 18 TERMINATION OF THE CONTRACT

18.1 Termination for Cause by the Contractor. If the Owner fails to make payment of undisputed amounts for a period of *sixty (60) days* through no fault of the Contractor, the Contractor may, upon *seven (7) additional days'* written notice (during which time the Owner has the right to cure), terminate the Contract and recover from the Owner payment for all Work executed in accordance with the Contract Documents.

18.2 Termination for Cause by the Owner. The Owner may, upon *seven (7) days'* written notice to the Contractor, terminate without prejudice the whole or any portion of the Work for cause, including but not limited to the Contractor's material breach of this Contract; failure to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time; failure to supply a sufficient number of properly skilled workers or proper materials; material disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or being adjudged bankrupt, making a general assignment for the benefit of its creditors, or having a receiver appointed on account of the Contractor's insolvency.

18.3 Termination for Convenience by the Owner. The Owner may, at any time upon *seven (7) days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner. The Owner shall be liable to Contractor only for the amount reasonably incurred to date and due under Article 13 for the performance of the Work terminated and other pre-approved costs, consistent with the Paragraph 11.2, necessary and reasonably incurred in connection with the termination of the Work.

18.4 Effects of Termination.

18.4.1 The total sum to be paid to the Contractor under this Article 18 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

18.4.2 Unless the Owner directs otherwise, after receipt of a notice of termination by the Owner, the Contractor shall promptly stop Work as specified in the notice of termination; place no further orders or subcontracts, except as necessary for completion of non-terminated Work; procure cancellation of all orders and subcontracts to the extent related to the performance of terminated Work; assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts; with the Owner's approval, settle outstanding liabilities and claims arising out of such termination of orders and subcontracts not assigned to the Owner; transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work; take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to the Project in the possession of the Contractor in which the Owner has an interest; and continue performance only to the extent not terminated.

18.5 Suspension. The Owner may, at its option and at any time, suspend the Contractor's performance of some or all of the Work. The Owner will give the Contractor notice of any such suspension, including the scope of the suspension and the Owner's estimate of the duration of such suspension. During the period of suspension, the Contractor shall use its best efforts to minimize costs associated with such suspension and to protect and maintain the Work. As full compensation for any such suspension, the Contractor will be eligible for an equitable adjustment, which shall not include consequential or indirect damages. Upon receipt of the Owner's notice to resume the suspended performance, the Contractor shall immediately resume performance to the extent required in the notice.

ARTICLE 19 DISPUTE RESOLUTION

19.1 All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims") shall be decided exclusively by the following dispute resolution procedure. Failure to comply with the requirements of this Article 19 shall constitute waiver of the Claim.

19.2 Notice of Claim. The Contractor shall submit notice of all Claims to the Owner in writing within *seven (7) days* of the event giving rise to them and shall include a reasonable description of the event and its probable effect.

19.3 Claim Submission. Within *thirty (30) days* of the effective date of submitting the notice in Paragraph 19.2, the Contractor shall provide the Owner with a written Claim that includes a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. No act, omission, or knowledge, actual or

constructive, of the Owner or any Architect shall in any way be deemed to be a waiver of the requirement for a timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver.

19.4 Effective Date. Unless otherwise specified in the Contract Documents, the effective date of any notice or request given in connection with this Contract shall be the date on which it is delivered to the Owner.

19.5 Informal Resolution. The Owner will make a determination of the Claim submitted. If the Contractor disagrees with the determination and wishes to pursue the Claim further, the Contractor must, within *fourteen (14) days* of receipt of the determination, provide the Owner with a written request that a representative of the Contractor, any Architect, and the Owner meet, confer, and attempt to resolve the claim. This meeting will then take place at mutually convenient time and place within *fourteen (14) days* of the Contractor's request.

19.6 Mediation. The Contractor may not bring any litigation against the Owner unless the Claim is first subject to mediation under the Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to the Owner within thirty (30) days after the meeting undertaken in Paragraph 19.5. If the parties are unable to agree to a mediator within *thirty (30) days* after the Owner's receipt of the written request for mediation, either party may submit a request for mediation to the AAA. An officer of the Contractor and the General Manager or designee of the Owner, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors and insurers, their representatives, with full authority to settle the Claim, shall also attend the mediation session. All unresolved Claims in the Project shall be considered at a single mediation session that shall occur prior to Final Acceptance by Owner.

19.7 Litigation. The provisions of Paragraphs 19.1, 19.2, 19.5, and 19.6 are each a condition precedent to the Contractor bringing litigation. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within *120 days* after the Date of Substantial Completion as designated in writing by the Owner. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of mediation shall toll this filing requirement.

19.8 Maintenance of Responsibilities. The parties shall diligently carry on their respective obligations and responsibilities and maintain the Progress Schedule during any dispute resolution proceedings, unless otherwise agreed by both parties in writing.

19.9 Waiver. The requirements of this Article 19 cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The fact that the Owner and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract Documents shall not constitute waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Commissioners

SUPPLEMENTAL CONDITIONS

1. The District may consider payments as set forth below. The Contracting Officer will be the final arbiter as to the amount of work completed for release of any payments.

2. **Progress Payments.** If approved, progress payments shall be made monthly for Work that is duly approved and performed during the calendar month preceding the Application for Payment according to the following procedure.

2.1 Payment Request. The Contractor may submit a payment request with a Progress Payment Request form for Work performed during the prior calendar month. Among other things, the Request shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors from the Owner's prior payments have been made. The Request shall constitute the Contractor's representation that (1) all payments due Subcontractors from the Owner's prior payments have been made and (2) the Work has been completed to the extent billed. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, within the same time period, submit to the Owner a separate written payment request specifying the exact additional amount due, the specific Work for which the additional amount is due, and why the additional payment is due.

2.2 Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Owner written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight (8) working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

2.3 Retainage. Pursuant to RCW 60.28, the Owner will reserve five percent (5%) from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under this Contract and the state with respect to taxes imposed pursuant to Title 82 RCW, which may be due from the Contractor. The moneys reserved will be retained in a fund by the Owner until *forty-five (45) days* following formal acceptance of the Project by the Owner ("Final Acceptance"). The Contractor may retain payment of not more than five percent (5%) from the moneys earned by any Subcontractor.

3. Upon completion of the Work, Contractor shall submit a Request for Final Payment, Certificate and Release form and itemized invoice to the Owner for approval and payment.

BID BOND FORM

_____, as Principal, and _____ _____, as Surety, obligate ourselves to **PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY** (the District), in the sum _____ _____Dollars (which is a sum not less than five percent (5%) of the amount of the Total for Bid Comparison). Principal and Surety hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to pay this sum.

The condition of the obligation of this bond is that:

Principal has submitted its written bid, dated _____ in response to the District's advertisement for bid for _____ _____.

If Principal withdraws its bid in a manner not authorized in the Bid Document; or if the Principal does not, within ten (10) calendar days after the notice of award for any reason whatsoever, except the fault of the District, enter into the Contract Agreement with the District in accordance with the bid and give Performance and Payment Bond with good and sufficient surety for the faithful performance and proper fulfillment of the contract, and supply the certificate of insurance (if applicable) and proof of proper submittal to the Washington State Department of Labor & Industries of its Statement of Intent to Pay Prevailing Wages (if applicable) as required by the Contract, then the above obligations shall be and remain in full force and effect; and we shall immediately pay to the District as liquidated damages the above stated sum; otherwise they shall be void.

The person signing this bond on behalf of Principal and the person signing on behalf of Surety each have full authority from our governing bodies to bind Principal and Surety by that signature. Principal and Surety have each signed this instrument and each stamped it with our seals this _____ day of _____, 2025.

(SEAL)

(Principal)

_____

_____

_____

(Business Address)

In Presence of

_____

_____

_____

(Address)

(SEAL)

(Surety)

_____

_____

_____

(Business Address)

In Presence of

_____

_____

_____

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas PUBLIC UTILITY DISTRICT 1 OF MASON COUNTY, hereinafter designated as the "District" has entered into an agreement dated _____ with _____ hereinafter designated as the "Contractor," providing for bid

_____
_____ which agreement is on file at the District's office and by this reference is made a part hereof.

WHEREAS said Contractor is required under the terms of said agreement and under the provisions of Section 39.08.010 et seq. of the Revised Code of Washington to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we, the undersigned Contractor, as principal, and _____ a corporation organized and existing under and by virtue of the law of the state of _____ and duly authorized to do a surety business in the state of Washington, as surety, are held and firmly bound unto the state of Washington and said Public Utility District No. 1 of Mason County 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/her heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract, and pay all laborers, mechanics, subcontractors and material men with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, its officers and agents, from any pecuniary loss resulting from the breach of any said terms, covenants, or conditions to be performed by the Contractor.

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 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 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 the agreement above mentioned and in addition thereto it is furnished to meet the requirements of Section 39.08.010 et seq. of Revised Code of Washington, and, in addition to other obligations herein contained, is made, executed and delivered by the Contractor and surety to the District for filing with the District Auditor for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men and all persons who supply such person or persons, 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, and, in addition, to the extent the District or its property may be held liable under any of said sections of the 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 _____, 2026.

SURETY:

_____

BY: _____

SIGNATURE: _____

TITLE: _____

CONTRACTOR:

_____

BY: _____

SIGNATURE: _____

TITLE: _____

SURETY'S AGENT:

_____

_____

_____

Address

Waiver and Release of Lien

The undersigned, _____
NAME OF MANUFACTURER, SUPPLIER, OR SUBCONTRACTOR

has furnished to _____
NAME OF CONTRACTOR

the following _____
KIND OF MATERIAL AND/OR SERVICES FURNISHED

for use in the construction of a project owned by _____
NAME OF PROJECT OWNER

and known as _____
NAME OF PROJECT

For and in consideration of $_____, and other good and valuable consideration, the receipt of which is herby acknowledged, the undersigned does hereby waive and release any and all liens, or right to claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Contractor for said project.

Given under my (our) hand(s) and seal(s) this _____day of_____, 20____.

_____

NAME OF MANUFACTURER, SUPPLIER, OR SUBCONTRACTOR

By _____

PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER (USE DESIGNATION APPLICABLE)

REQUEST FOR PAYMENT

Contractor must indicate by selecting a box below whether this is a request for a progress payment or final payment and attach the original invoice to this form.

Project Name & No.: _____

Date of Request: _____ **PUD 1 Purchase Order No.:** _____

☐ **Progress Payment (*See Section 1 below.*)** Period Covered: _____ to _____

Progress Payment No. _____, in the amount of $_____ (exclusive of retainage and tax).

☐ **Final Payment (*See Section 2 below.)*** Payment Amount: _____
(exclusive of retainage and tax)

Section 1. ***If this is a request for a Progress Payment, Contractor warrants that:***

A. All persons, firms, corporations and other entities furnishing labor, employee benefits, materials, equipment and/or services in connection with the Project, at the request of and for or on behalf of Contractor, have been or will be paid in full through the entire period stated above from funds already received or to be received from this payment. Neither Contractor nor any person, firm, corporation or other entity who has furnished labor, employee benefits, materials, equipment and/or services to Contractor for the Project, has any right to file a claim or lien against the District or the retainage on the Project, except as follows: _____ _____(none, unless otherwise stated).

B. There are no federal, state or municipal taxes, warrants, levies or other charges, unpaid or delinquent, which constitute an encumbrance, claim or lien against the District or the retainage on the Project. No government agency may file a valid warrant, lien, levy or other encumbrance against the District or the retainage on the Project, except as follows: _____ _____ _____ (none, unless otherwise stated).

C. The undersigned Contractor agrees to indemnify and hold the District harmless from any and all claims which might be filed contrary to the warranties made above and to defend any such claims without any cost, expense or damage to the District.

D. Except as expressly listed in paragraphs A and/or B above, the undersigned Contractor, in consideration for the Payment Amount shown above, hereby forever releases the District from any and all claims arising under or in connection with the Project during the period covered (with the exception of claims for retainage) and accepts the Payment Amount stated above as full compensation and consideration (except for retainage) for the work performed upon the Project which is the subject of this payment, including, but not limited to, any and all change orders, miscellaneous charges, extra work, delays, etc.

E. This certificate is made by the undersigned with a full understanding of the facts set forth herein, and for the purpose of inducing the District to make payment on the assurance that there are no liens, claims or other encumbrances, except those described above, arising from the labor, materials and/or equipment furnished by Contractor or by persons, firms, corporations or others through Contractor, for the Project, which may be asserted in any way against the Project, the District, or the retainage on the Project.

F. The person signing this document, regardless of whether he/she is signing in a representative capacity, specifically represents that he/she has reviewed the relevant records of Contractor and has personal knowledge that all lienable claims referred to above have been paid. The undersigned also represents that he/she has been duly authorized to sign this release and to make the representations set forth above on behalf of Contractor.

Section 2. ***If this a request for Final Payment, Contractor warrants that:***

A. Contractor has fully completed all work described in the Agreement.

B. Contractor has fully paid for all labor, materials, equipment, services, taxes and all other costs and expenses relating to the Agreement.

C. The following constitutes a complete itemization of all claims or potential claims of any nature whatsoever which the Contractor or any entity claiming through Contractor has or may have against the District or the retainage relating to the Agreement:

CLAIM	**NATURE OF CLAIM**	**AMOUNT OF CLAIM**

(Itemize claims and amounts due. If none, so state.)

D. The following constitutes a complete itemization of all claimants or potential claimants against the Contractor in connection with the Agreement:

CLAIM	**NATURE OF CLAIM**	**AMOUNT OF CLAIM**

(Itemize claims and amounts due. If none, so state.)

E. Contractor acknowledges that this certificate and release constitutes a waiver of all claims by the Contractor against the District except for unsettled claims specifically identified in Paragraph C above. In consideration of the payment of the amount stated above, Contractor hereby releases the District from any and all claims, causes of action, and damages, of any nature whatsoever, known or unknown, it may have against District, arising out of the Agreement, except those amounts listed in Paragraph C above. Contractor certifies that payment of the amount designated above releases the District from any and all claims of any nature whatsoever arising out of the Agreement or the relationship created by the Agreement. If for any reason the District does not pay in full the amounts designated in Paragraph C above, any deduction by the District shall not affect the validity of this release, but the amount deducted shall be automatically included under Paragraph D above as an amount which the Contractor has not released but will release upon payment of that amount.

F. Contractor represents that this document and its contents are accurate and complete. Contractor further represents that the District is entitled to rely upon the Contractor's warranties and representations in this document. Contractor and the undersigned represent that the undersigned is authorized to sign this request, certificate and release on behalf of Contractor.

The undersigned declares under penalty of perjury under the laws of the state of Washington that the preceding statements are true and correct.

DATED this _____ day of _____, 2026.

MASON COUNTY PUD 1:	CONTRACTOR: _____
_____	_____
Contracting Officer	Contractor Signature
_____	_____
Typed/Printed Name, Title	Typed/Printed Name, Title
_____	_____
District Treasurer	Place of Signing
Katie Arnold, District Treasurer	_____
Typed/Printed Name, Title	Contractor Registration No. & UBI No.

Opening of Bids

All Bids received prior to the scheduled closing time, which are not returned unopened for failure to meet the Bid requirements and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein. All times and deadlines are noted in the Invitation to Bid section.

Award of Contract

Owner reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids. Owner reserves the right to waive minor irregularities or minor errors in any bid, if it appears to the Owner that such irregularities or errors were made through inadvertence. In evaluating bids, Owner will consider the history, price, and most qualified Contractor.

Interpretation of Documents

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in or omissions from the drawings or specifications, he/she may submit to the Engineer a written request for an interpretation or correction thereof. To be given consideration, such request must be received at least five (5) days prior to the date fixed for opening Proposals. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued, and a copy of the addendum will be posted to the online Bid Center. Neither Owner nor the Engineer will be responsible for any other explanation or interpretation of the Bid Documents. Failure on the Bidder's part to request clarification on any part of the contract documents shall obligate the Bidder to abide by the Owner's decision as to the intended meaning of any part of the specifications.

Substitution of Material

Any addenda issued during the time of Bidding will be in the form of written addenda to the specifications and will whenever a material, article, or piece of equipment is identified on the Proposal form by reference to manufacturer or vendor names, trade names, catalog numbers, part numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable, provided the material, article, or piece of equipment so proposed is, in the opinion of the Engineer and the Owner, of equal substance, performance, and function. It shall not be purchased or provided by the Seller without the Engineer's prior written approval.

Any proposed substitution shall include the proposed manufacturer's catalog number and strength rating of the proposed substitution if a strength rating has been listed in the approved plans or specifications. Proposed substitutions must be clearly identified on the Proposal form where space has been made available, the item description, cut sheets and a catalog page describing comparable replacement and substitution must be included.

Addenda

Any addenda issued during the time of bidding will be in the form of written addenda to the specifications and will be posted to the PUD's website. All registered Bidders will receive a notification that new documents have been posted for download. All addenda so issued shall become a part of the Contract Documents.

IT SHALL BE THE PROSPECTIVE BIDDER'S RESPONSIBILITY TO ENSURE THAT THEY HAVE RECEIVED ALL ADDENDA TO THE BID DOCUMENTS PRIOR TO THE BID OPENING BY ACKNOWLEDGING RECEIPT OF THE ADDENDA IN THE SPACES PROVIDED ON THE PROPOSAL FORM AND INCLUDING ALL ADDENDA SIGNED BY THE BIDDER IN THE BID SUBMITTAL.

Non-Collusion Affidavit

Mason County PUD No. 1

Lilliwaup Bay Project

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)

COUNTY OF MASON) SS.

_____(name), being first duly sworn upon his/her oath, says that he/she is the _____(title) of the Bidder submitting the above Bid, and that the Bid above submitted is genuine and not a sham or collusive Bid, or made in the interest of any person not therein named; and he/she further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham Bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to _____(him/her/it) self an advantage over any other Bidder or Bidders.

_____

(Firm Name of Contractor)

_____

(Signature of Contractor)

SUBSCRIBED AND SWORN TO before me this _____day of_____, 20 _____.

Notary Public in and for the State

Of _____, residing at

(Notary Seal) _____

My commission expires: _____

THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID ENVELOPE.

END OF NON-COLLUSION AFFIDAVIT

Sample Addendum No. ___

Project :
Date :
To :
From :
Cc :
ADDENDUM

Bidder shall sign and attach a copy of this Addendum with Bid Proposal.

1.

2.

3.

Acknowledgement of receipt of Addendum: _____

Signature of Bidder

Project Overview

Summary

Mason County PUD No. 1 is relocating underground power and telecommunications utilities in Lilliwaup under Lilliwaup Bay and along U.S. Highway 101 from the Lilliwaup Post Office to approximately MP 326.9 on U.S. Highway 101.

Work involves boring under and across Lilliwaup bay approximately 1,300 feet. The intent is to bypass the overhead section along the Lilliwaup bridge in order to prepare for an eventual bridge replacement. This section will be upgraded to larger-capacity cable installed in protective conduit along with installation of (2) 2" conduit for telecommunications line.

Project Storage

Storage of materials and equipment is at the will of the Contractor. The Mason County PUD 1 campus provides 2+ acres of lay down area that is locked after operating hours. PUD 1 anticipates the majority consumables and equipment will be stored.

For technical questions regarding this project, please contact Jeremiah Waugh, PE, Engineering Manager, at (360) 605-6191 or email jeremiahw@mason-pud1.org.

All electronic communications sent to Jeremiah Waugh shall include a cc: to Kristin Masteller, General Manager at kristinm@mason-pud1.org.

Division of Responsibilities

Overview

Overhead and underground installation. Tree trimming. Danger tree removal.

Mason County PUD No. 1 Responsibilities

- Respond to information requests regarding the project.
- Coordinate outage requests with Engineering.
- Attend construction meetings.
- Obtain approved WSDOT permit and Traffic Control Plan

Contractor Responsibilities

- Obtain locates of all utilities through one call.
- Provide all requisite materials. labor, clearing, equipment, concrete, fasteners, adhesives, bolts, nuts, washers, etc. to complete the project. This is not an exhaustive list.
- Comply with easements.
- Construct the distribution build according to project plans and specifications.
- Maintain a tidy work environment.
- Keep a safe work environment for crews and support staff.
- Work closely with the inspector and notify Owner and Engineer of any discrepancies in the plan or unexpected issues that arise.
- Send electronic certified payroll to Katie Arnold (PUD 1), karnold@mason-pud1.org.
- Initial set up of staging areas prior to construction and then clean up and restoration of the site and staging areas after construction.
- Provide all tools, manpower, and equipment necessary for construction.

- Maintain erosion that occurs from construction activities. Sediment to not leave project site when conducting earthwork activities.
- Maintain, protect, and store all Contract Drawings, Specifications, Addenda, Reviewed Shop Drawings, Change Orders, Other Modifications to Contract, and Field Test Records on the job site and make available to the Project Engineer and PUD1.
- Maintain a current red-line as-built drawing on the job site. Provide a clean copy of all project documents to PUD 1 at the end of the project.
- Schedule outages with PUD 1.
- Inspection including final approval.

RFP Appendices-

2.1 Plan Drawings

- CV – Cover Sheet
- E1 Overhead & Underground Plan Drawings

2.2 Staking Sheets

- Cover Sheet
- OH Staking Sheets
- UG Staking Sheets

2.3 Construction Unit Drawings

- OH & UG Construction Units

2.4 Guidelines

- Engineering Information

2.5 Specifications

- Construction Installation Specifications

2.6 Geotechnical Report

- Geotechnical Report

2.7 Bore Cross Section

- Bore cross section from geotechnical report

2.8 HPA

- Hydraulic Project Approval

Permits

- Shoreline Permit - On file with the District.
- WSDOT - On file with the District.

Inadvertent Discovery Plan (IDP)

- On file with the District.

END OF DOCUMENT