

CONSTRUCTION SPECIFICATIONS
AND CONSTRUCTION DOCUMENTS
FOR

RT-256126 Camas Ln Group
Fiber Construction Project

PUBLIC UTILITY DISTRICT No. 1
of
KITSAP COUNTY

September 23, 2020



**CONSTRUCTION SPECIFICATIONS
AND CONTRACT DOCUMENTS
FOR**

**RT-256126 Camas Ln Group
Fiber Construction Project**

**PUBLIC UTILITY DISTRICT No. 1
OF
KITSAP COUNTY**

Prepared by:

Public Utility District No. 1 of Kitsap County
1431 Finn Hill Road
P.O. Box 1989
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(360) 779-7656

Matt Henson, PMP
Public Utility District No. 1 of Kitsap County

INVITATION TO BID

Notice is hereby given that Public Utility District No. 1 of Kitsap County (Kitsap PUD or KPUD) will receive sealed proposals for bid **RT-256126 Camas Ln Group Fiber Construction Project** on October 8, 2020 until 1:00 p.m., at the District's Office, 1431 Finn Hill Rd, Poulsbo, Washington 98370, where they will be publicly opened and read aloud shortly thereafter.

Bids are being asked for provision of all necessary labor, equipment and materials required for the installation of the District provided fiber cables from the Districts' splice case at the intersection of SW Old Clifton Rd. and Sunnyslope Rd. SW, install District provided cable East on SW Old Clifton Rd. to Feigley Rd W. At the intersection install the District provided vaults and a 4" conduit crossing. Continue to install the conduit and vault system North on Feigley Rd W. to The intersection of SW Hudson Dr. where the system will again be an aerial install to the community. Install distribution and service cables using Stand and Lash construction methods and in community provided conduits, as indicated in the drawings and other specifications which can be found on the Kitsap PUD website <http://www.kpud.org/invitationsToBid.php>. Splicing is not part of this project.

Point of contact for questions is Matt Henson, PMP of KPUD at telecombid@kpud.org.

Bids shall be made out on the bid form furnished with the specifications. Each Bid shall be completely sealed in a separate envelope, addressed to Kitsap PUD, with the name and address of the bidder and the name of the project plainly indicated on the outside of the envelope. Note special instructions in section 1-02.6 PREPARATION OF PROPOSAL in the contract documents for Bid delivery.

A **bid bond** is required with this project. Cash, checks or money orders will not be accepted. **Performance Bond** and a **Payment Bond** will be required by the successful bidder. As a small works project all applicable requirements of a normal small works project are in full effect including, but not limited to: prevailing wage, insurance requirements, maintenance bonds and compliance of all Labor and Industry requirements.

When submitting a bid, only include the **bid form**, the **bid bond** and the **Non-Collusion certificate**. Other forms included in the "Standard Construction Specifications" are for reference and to be used during the award and performance of the contract.

Upon completion of the project, Contractor shall invoice the District for final payment. District will process the final payment upon receipt of Affidavit of Wages Paid (from Washington State Department of Labor and Industries) and execution of the Maintenance Bond/Assignment of Account.

The District has obtained the PSE Attachment Permit. All other permits if any are the Contractors responsibility.

The Contract will be awarded to the qualified bidder submitting the lowest responsible bid. Kitsap PUD reserves the right to reject any or all bids and to waive all informalities in the bidding.

Dated this September 23, 2020

Matt Henson, PMP
Public Utility District No. 1 of Kitsap County

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INTRODUCTION

The Public Utility District No. 1 of Kitsap County, a municipal corporation under the laws of the State of Washington, hereinafter called "District" is requesting a quote as authorized by RCW 39.04.155, RCW 54.04.070 and RCW 54.04.080 and associated statutes.

This project requires the installation of the District provided fiber cables from the Districts' splice case at the intersection of SW Old Clifton Rd. and Sunnyslope Rd. SW, install District provided cable East on SW Old Clifton Rd. to Feigley Rd W. At the intersection install the District provided vaults and a 4" conduit crossing. Continue to install the conduit and vault system North on Feigley Rd W. to The intersection of SW Hudson Dr. where the system will again be an aerial install to the community. Install distribution and service cables using Stand and Lash construction methods and in community provided conduits, as indicated in the drawings and other specifications which can be found on the Kitsap PUD website <http://www.kpud.org/invitationsToBid.php>.

KPUD will be providing the fiber cables and vaults. All other supplies will be provided by contractor. Splicing is not part of this project.

This fiber system is owned and operated by the Public Utility District No. 1 of Kitsap County (Kitsap PUD or KPUD).

Except as otherwise noted, all work and materials shall conform to the current Standard Specifications for Road, Bridge, and Municipal Construction, current edition, prepared by the Washington State Department of Transportation, and to the Special Provisions and Supplemental Technical Specifications herein. Kitsap PUD must approve all substitutions of materials with written authorization.

Provide all system installations in accordance with (including, but not limited to) the following standards: ANSI, TIA, EIA, NEC, NESC, and local codes and ordinances, including PSE Standard 0700.8000.

Provide items necessary to complete all systems. The drawings are diagrammatic to some extent and do not necessarily show every item necessary for a complete installation

All bid items, either unit price or lump sum, shall constitute complete compensation for all materials, labor, and equipment required to do the specified work. It is the intent that all the work included in the bid proposal shall constitute a completed project. Any work necessary for the completion of the project and not specifically delineated or identified shall be considered incidental to the project and shall be included in the various bid items as tendered.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications for Road, Bridge, and Municipal Construction, current edition, prepared by the Washington State Department of Transportation (known as Standard Specifications) are made as part of this contract and supersede any conflicting provisions of the Standard Specifications.

Two links for your reference are:

<http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

and

<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

DIVISION 1 – GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

1-01.2 ABBREVIATIONS

Additional Abbreviations:

CA	Cable
Demarc	Demarcation Point
EHS	Extra high Strength
NESC	National Electrical Safety Code
PSE	Puget Sound Energy
PUD or KPUD	Public Utility District No. 1 of Kitsap County

1-01.3 DEFINITIONS

Amend the following:

Commission, Washington State Transportation Commission, Contracting Agency, Department of Transportation, Secretary of Transportation, State, Department of General Administration, Divisions of Purchasing and State Treasurer:

Where appropriate, replace the above mentioned with the following:
Public Utility District No. 1 of Kitsap County and its Board of Commissioners

The changes in the definitions to the above terms are intended to be used when the terms are referring to the Owner. The changes are not to be construed to apply to Washington State laws, statutes, or regulations.

Engineer or Project Engineer

Shall be revised to read:

Public Utility District No. 1 of Kitsap County and/or its duly authorized representative, acting through its legally constituted officials, boards, commissions, etc. as represented by its authorized officers, employees, or agents.

Public Utility District No. 1 of Kitsap County
1431 Finn Hill Road
P.O. Box 1989
Poulsbo, WA 98370
(360) 779-7656

Owner:

Shall be revised to read:

Public Utility District No. 1 of Kitsap County acting through its legally constituted officials, boards, commissions, etc. as represented by its authorized officers, employees, or agents.

Public Utility District No. 1 of Kitsap County
1431 Finn Hill Road
P.O. Box 1989
Poulsbo, WA 98370
(360) 779-7656

1-02 BID PROCEDURES AND CONDITIONS

1-02.2 PLANS AND SPECIFICATIONS

Shall be revised to read:

Each bid shall be per the plans and specifications available online at <http://www.kpud.org/invitationsToBid.php>. Upon award, the Contractor shall be issued three (3) sets of the plans and specifications.

1-02.6 PREPARATION OF PROPOSAL

The following shall be added:

When included with the contract documents, the non-collusion certificate and/or certification of equal employment opportunity report shall be signed by the bidder in addition to his signing the form of proposal.

Proposals are to be submitted to Public Utility District No. 1 of Kitsap County before 1:00 p.m. on October 8, 2020.

When submitting your sealed bid at the office during normal business hours, please call (360) 626-7701 or email acotner@kpud.org for immediate time stamp per arrival of sealed bid. If you need to drop the sealed bid in the night deposit box, please call our Customer Service Department at (360) 779-7656 and notify a CS Rep that you have dropped a bid in the drop box so they can go retrieve the sealed bid & stamp immediately.

1-02.12 PUBLIC OPENING OF PROPOSALS

The following shall be added:

Proposals will be opened and publicly read aloud shortly after 1:00 p.m. on October 8, 2020 at Public Utility District No. 1 of Kitsap County.

1-04 SCOPE OF THE WORK

1-04.1 INTENT OF THE CONTRACT

Add the following paragraph:

All operations of the Contractor shall be confined to the areas authorized or approved by the Owner or Engineer. The Contractor shall be liable for any and all damage caused by him.

1-04.2 COORDINATION OF THE CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATION, AND ADDENDA

Supplement by adding the following:

No alteration or modification of the terms and conditions of the contract will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor and the Engineer.

Each and every provision of law and clause required by law to be inserted in this contract shall be inserted herein and the contract shall be read and informed as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be forthwith physically amended to make such insertion or correction.

1-05 CONTROL OF WORK

1-5.10 GUARANTEES

The following subsection will be added as follows:

All work and materials and equipment shall be and is guaranteed by the Contractor for a period of two years from and after the date of final acceptance.

Upon completion of construction and prior to final acceptance by the PUD, the Contractor shall furnish to the PUD a maintenance bond in an amount

determined by the PUD but not less than 10% of the total project construction cost (including sales tax). The Contractor shall provide the PUD with documentation of the total construction costs and these costs shall be approved by the PUD for the purpose of setting the bond amount.

If within said guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Engineer or Kitsap PUD, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not per the terms of the contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner (a) place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and (b) make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not per the terms of the contract; and (c) make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling any such guarantee.

If the Contractor, after notice, fails within ten (10) calendar days to proceed to comply with the terms of this guarantee, or fails to fully comply within 21 calendar days, the Owner may have the defects corrected, and the Contractor and his surety shall be liable for all expenses incurred, including compensation for additional professional services, such as engineering, attorney fees and costs, provided, however, that in case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof. In the event the district reasonably believes it is necessary for its personnel or agents to perform emergency corrections, the Contractor and Surety further agree to promptly reimburse the district for the cost of said work. (Any customer out of service is considered an emergency).

1-05.12 FINAL ACCEPTANCE

Add the following paragraph:

The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not complete per the contract. If such prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

1-05.13 SUPERINTENDENTS, LABOR, AND EQUIPMENT OF CONTRACTOR

Supplement by adding the following:

The Contractor will designate a superintendent who will have full responsibility to supervise and direct the work. The Contractor will be solely responsible for, and have control over the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the work under contract, unless the contract documents give other specific instructions concerning these matters.

The Contractor shall designate an agent who may be contacted in the event of any emergency that may occur after working hours, on holidays, or weekends, or at any time during the absence of the Contractor's work force. Said agent shall be available to personally attend to and/or arrange for help to attend such emergencies within thirty (30) minutes of the time of contact by the Engineer or Owner.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 LAWS TO BE OBSERVED

Supplement by adding the following:

The Contractor shall be solely and completely responsible for working conditions on or near the job site, including safety of all persons and property during the performance of the work. These requirements shall apply continuously and shall not be limited to normal working hours.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The Contractor shall have control over, be in charge of, and be responsible for all safety precautions and programs.

1-07.10 WORKERS' BENEFITS

Supplement by adding the following:

The Contractor's worker's compensation carrier will not subrogate losses of the named insured against the Owner and such language will be included in the Contractor's policy.

1-07.14 *RESPONSIBILITY FOR DAMAGE*

Supplement by adding the following:

The Contractor and the PUD are to sign the Indemnity Addendum to this section, which is included at the back of this document.

1-07.18 *APWA PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE*

The public liability and property damage insurance shall contain the following provision:

The coverage provided by this policy is primary to any insurance maintained by Public Utility District No. 1 of Kitsap County.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payments of damages, injury or loss resulting from the Contractor's operations under this contract. The Contractor shall not be relieved from liability imposed by the Contract documents in excess of such coverage.

In the event the Contractor is required to perform work on the premises after the project has been accepted, the Contractor shall obtain at its own expense, and prior to commencement of any work, full insurance coverage per the requirements herein.

1-07.23 *TRAFFIC CONTROL*

Flagmen, Barricades, Signs and Traffic Control furnished or provided shall conform to the standards established in the latest edition of the "Manual on Uniform Traffic Control Devices" (MUTCD), current edition, published by the U.S. Department of Transportation. Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

If requested, the Contractor shall prepare a signing plan showing the necessary construction signing and barricades required for the project, and submit it to the Engineer for approval at least one week in advance of the time the signing and barricades will be required. When the signing for a particular area will be provided as detailed on one or more of the figures included in the "Manual on Uniform Traffic Control Devices," without modification, the Contractor may reference the applicable MUTCD figure at the appropriate location on the plan. When the Contractor's proposed signing requires modification of the MUTCD

figures, or development of a special plan, the Contractor must provide a complete plan for approval.

The Contractor's signing plan shall include warning signs when detailed on the plans to identify No Passing Zones that are to be obliterated in excess of 150 feet by paving operations. The Contractor shall provide posts and signs for this purpose and the cost for finishing the posts and signs shall be considered incidental to the project and shall be included in the unit contract prices for the various items of work therein. The signs shall be maintained by the Contractor until construction operations are completed.

The Contractor, at his own expense shall provide such flagmen, signs, and other devices not otherwise specified as being furnished by the Owner, and shall erect and maintain signs and detour signs, as are necessary to warn and protect the public at all time from injury or damage as a result of the Contractor's operations which may occur on highways, roads, or streets affected by such operations.

When flaggers are employed by the Contractor to safeguard road traffic the Contractor shall furnish all equipment necessary and the cost thereof shall be considered incidental to the project and shall be included in the unit contract prices for the various items of work therein.

Where in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work; it shall be restricted either entirely, or during the time when it creates a hazard. Signs for this purpose shall be furnished and placed by the Contractor and approved by the Owner. The Contractor shall be responsible for and shall maintain the signs, if they are used on any street, which is directly involved in the construction work.

Any standard signs, as well as any other appropriate signs prescribed by the Engineer as applicable and necessary as provided herein, will be furnished to the Contractor without charge. The Contractor shall erect them on posts and supports and maintain them at his expense in a neat and presentable condition until the necessity for them has ceased. The Contractor shall patrol the traffic control area and reset all disturbed signs and traffic control devices immediately. All non-applicable signs shall be removed or covered during periods when not needed. All control signs necessary for night time traffic control shall be fully reflectorized.

Upon failure of the Contractor to provide immediately such flagmen and to provide, erect, maintain, and remove such barricades and lights, and, erect, maintain and remove standard signs when ordered to do so by the Engineer,

the Engineer shall be at liberty, without further notice to the Contractor or his Surety, to provide the necessary flagmen, to provide, erect, maintain and remove barricades and lights, and to erect, maintain and remove standard signs and deduct all of the costs thereof from any payments due or coming due the Contractor.

The Contractor shall be responsible for providing adequate flagmen, barricades, lights and signs for the protection of the work and the public at all times regardless of whether or not such flagmen, barricades, lights and signs are ordered by the Engineer or furnished by the Owner, and the Contractor and his Surety shall be liable for injuries and damages to persons and property suffered by reasons of the Contractor's operations or any negligence in connection therewith.

1-07.26 PERSONAL LIABILITY OF PROFESSIONAL OFFICERS

Delete and replace the following:

Neither the commissioners, officers, engineers, consultants nor the employees of the Owner shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such matters, they are acting solely as agents of the Owner.

1-08 PROSECUTION AND PROGRESS

1-08.1 SUBCONTRACTING

Supplement by adding the following:

Any work done after the Contractor discovers any conflict, error or discrepancy, until authorized, will be done at the Contractor's risk.

The Contractor agrees that it is fully responsible to the Owner for the acts and omissions of its agents (subcontractors, suppliers, etc.) and all persons either directly or indirectly employed by them. All agents shall be required by the General Contractor to comply with the terms and conditions of the Contractor's contract.

1-08.2 ASSIGNMENT

Supplement by adding the following:

An assignment of all or any part of the work shall not relieve the original

Contractor or surety of responsibilities or obligations under the contract documents, including but not limited to, the Contractor's responsibility for work, responsibility for injury or damage and any Defend, Indemnity and Hold Harmless obligations regardless of whether these responsibilities and obligations arose from the Contractor's or its agent's (or anyone either directly or indirectly employed by either of them), acts or omissions, operations, negligence, failure to prevent injury or damage, failure to take reasonable precautions or to exercise sound engineering or construction practices in conducting its work.

1-09 MEASUREMENT AND PAYMENT

1-09.9(2) RETAINAGE

Supplement by adding the following:

The Contractor shall assume full responsibility and pay all costs which may accrue from establishing and maintaining any fund or account for the retainage.

1-09.13(3) CLAIMS

Delete and replace with the following:

Prior to seeking claim resolution through arbitration or litigation, disputes arising from this contract shall proceed under the present administrative provisions in Sections 1-04.5, 1-09.11, and any special provisions provided in the contract for resolution of disputes. The provisions of these sections and the special provisions must be complied with, in full, as a condition precedent to the Contractor seeking claims resolution through arbitration or litigation.

All claims, counter-claims, disputes and other matters in questions between the Owner and the Contractor arising out of or relating to this contract or the breach thereof, will be decided by arbitration if the parties hereto mutually agree, or in the Superior Court of Kitsap County, Washington. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract per the Engineer's decision.

The Contractor may file for arbitration (if the parties mutually agree) or file a lawsuit arising out of a contract dispute with the Owner, provided that: (1) the formal claim document has been submitted, (2) all the contract administrative remedies have been exhausted, and (3) the Owner has been given the time and opportunity to respond to the Contractor as provided in Section 109.11(2).

In the event that the parties mutually agree to arbitration, the provisions of WSDOT

1-09.13(2) and 1-09.13(3) shall govern, except that the first sentence of the last paragraph of WSDOT 1-09.13(2) shall be revised as follows:

The Owner and the Contractor mutually agree to be bound by the decision of the arbitrator and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of Kitsap County.

SPECIAL PROVISIONS

GENERAL

The Standard Specifications for Road, Bridge, and Municipal Construction, the current edition, shall be the basic specifications to be used for this project except as hereinafter modified. The following Special Provisions and General Construction and Material Specifications shall be used in conjunction with the above noted Standard Specifications and provisions hereinafter contained shall supersede any conflicting provisions of the aforementioned Standard Specifications. Any conflicting provisions not specifically covered shall be clarified by the Engineer as the need arises. In the aforementioned Standard Specifications, Public Utility District No. 1 of Kitsap County shall be substituted in place of the various agencies and officials contained therein.

PROJECT DESCRIPTION

This project requires the installation of the District provided fiber cables from the Districts' splice case at the intersection of SW Old Clifton Rd. and Sunnyslope Rd. SW, install District provided cable East on SW Old Clifton Rd. to Feigley Rd W. At the intersection install the District provided vaults and a 4" conduit crossing. Continue to install the conduit and vault system North on Feigley Rd W. to The intersection of SW Hudson Dr. where the system will again be an aerial install to the community. Install distribution and service cables using Stand and Lash construction methods and in community provided conduits, as indicated in the drawings and other specifications which can be found on the Kitsap PUD website <http://www.kpud.org/invitationsToBid.php>.

LOCATION

The project is within unincorporated Kitsap County and the City of Port Orchard WA. Washington.

TIME FOR COMPLETION

Section 1-08.5 is modified as follows: The Contractor shall start work as soon as possible, upon receipt of the Notice to Proceed. The 'Notice to Proceed' will be issued as soon as the bond and insurance certificate have been provided. In no case shall this be more than ten (10) calendar days after the Notice of Award. All work shall be completed within 45 Working Days. The contract time shall begin on the first working day after the Notice to Proceed is signed.

Extensions will be allowed only for those items of work affected by adverse conditions as approved by the PUD. A formal request for extension of the completion date must be submitted to the Engineer by the Contractor, for transmittal to the PUD for approval, ten (10) calendar days prior to said completion.

FAILURE TO COMPLETE WORK ON TIME - LIQUIDATED DAMAGES

If the Contractor shall fail to complete the work within the time specified in the contract, he shall pay the Owner liquidated damages for each working day that the work remains uncompleted beyond the specified completion date, as provided for in Section 1-08.9 of the Standard Specifications.

The Contractor does hereby authorize the Owner to deduct such liquidated damages from the amount due, or to become due, the Contractor. The Contractor further agrees that any such deduction shall not in any degree release him from further obligations and liabilities in respect to the fulfillment of the entire contract.

Liquidated damages shall not be assessed the Contractor for unworkable days caused by weather conditions only when the Project Engineer confirms the fact that weather conditions do constitute a work stoppage.

INTENT

All equipment furnished and work performed by the Contractor for this project shall be of the highest quality herein specified and is to be inspected under the direction of the Engineer. The Contractor shall be held to the intent as well as the detailed requirements of these plans and specifications during the progress of the work.

NOTICE TO PROCEED

The Notice to Proceed will be in the form of a written Notice to Proceed from Kitsap PUD.

RIGHT-OF-WAY

All construction shall be on within the public right-of-way.

PROPRIETARY ITEMS

Unless otherwise specified, whenever a brand or trade name has been used in these Specifications, it has been used for descriptive purposes only. The use of such trade names shall not be construed as restricting the Contractor to furnish the specifically named product. Any other manufacturer's product which is in fact equal in quality, in operational performance, reparability and compatible with replacement parts stocked by KPUD will be considered and if found acceptable by the Engineer, may be furnished in lieu of the specific product. However, the Contractor shall provide all test data requested by the Engineer and obtain written permission for such substitutions. Any costs and time spent by the Engineer verifying product equality will be paid by the Contractor.

PERMITS AND COMPLIANCE WITH THE LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of the contract and give all necessary notices for all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract. He will be responsible for all violations of the law for any cause in connection with the construction of the work or caused by obstruction of streets, driveways, etc., and he shall give all requisite notices to public and private authorities.

The Contractor shall comply with RCW 332-120 (*Survey Monuments Removal or Destruction*). It is the sole responsibility of the Contractor to adhere to all of the requirements of this Chapter.

RIGHTS OF ACCESS

The Owner and Engineer shall have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

EXISTING STRUCTURES AND FACILITIES

The Contractor shall use reasonable care on working around existing facilities to prevent damage, and in case of any damage to these facilities, the Contractor shall promptly repair the damage at his expense to the satisfaction of the Owner. The Contractor shall call One-Call (811) to have existing underground utilities located. If any lines (public or private) are damaged by the Contractor's work, it shall be his responsibility to repair them to the satisfaction of the Owner.

ACCIDENT PREVENTION

The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work.

The required and/or implied duty of the Engineer to conduct construction review of the Contractor's performance, does not, and is not, intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site. The convenience of the general public and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

INDEMNITY

The Contractor indemnifies and agrees to save the Owner and the Engineer, and their agents, against all losses, all liability claims or demands for personal injury or property damage per the Indemnity Addendum.

PAYMENT

The Contractor will be paid according to monthly estimates by the PUD. Payment in the amount of 95% of the contract price, or value as estimated by the Engineer, will be paid for all work on the basis of estimated quantities completed on or before the 1st of each calendar month, or as agreed at the pre-construction meeting.

SPECIAL CONDITIONS

The Owner shall have the right to make any reasonable change in the plans or quantities upon the recommendation of the Engineer that may be hereafter determined necessary or expedient, either before or after beginning the work, by defining them in writing, and in case such alterations on unit price contracts increase or diminish the approximate quantities as stated in the schedule. The Contractor shall be paid for the work actually done at the contract price that is specified in the proposal and such alterations shall not constitute a claim for damages nor shall any claim be made on account of anticipated profits on the work that may be altered or dispensed with.

The KPUD reserves the right to eliminate any portion of this work.

EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

The Contractor shall comply with the requirements set forth in Section 1-07.11 of the Standard Specifications.

WAGES

No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the "prevailing rate of the wage" as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is located at <http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/>.

Current prevailing wage data will also be furnished by the Industrial Statistician upon request.

Please mail the request to:

*Department of Labor and Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(Telephone: (206) 753-4019)*

PROGRESS SCHEDULE

A progress schedule shall be prepared per Section 1-08.3 of the Standard Specifications. The progress schedule shall be in sufficient detail that progress of the work can be evaluated accurately at any time during the performance of the contract.

PROPOSALS

Determination of the best bid for the PUD will be based upon engineering analysis of the proposals submitted and budget considerations. The best bid will not necessarily be the lowest bid and the PUD reserves the right to reject any or all bids and to waive all informalities in the bidding.

Bidders shall be required to bid on all items listed in the proposal.

SALVAGE

All equipment and materials of recoverable value removed from existing facilities shall be carefully salvaged and delivered to the Owner in good condition. Materials and items deemed of no value by the Owner shall be removed and disposed of by the Contractor.

ENGINEERING SPECIFICATIONS

GENERAL CONSTRUCTION, EQUIPMENT AND MATERIAL SPECIFICATIONS

1. GENERAL

The work to be performed shall be done per the Standard Specifications for Road, Bridge, and Municipal Construction, current edition. All work is to be done in strict compliance with the specifications and the applicable drawings, and subject to the terms and conditions of the contract.

- a) Whenever the word 'provide' is used, it means 'furnish and install complete and ready for use'.
- b) Provide all system installations in accordance with (including, but not limited to) the following standards: ANSI, TIA, EIA, NEC, NESC, and local codes and ordinances, including PSE Standard 0700.8000.
- c) Provide items necessary to complete all systems. The drawings are diagrammatic to some extent and do not necessarily show every item necessary for a complete installation.
- d) Verify all physical dimensions prior to installing equipment to ensure that access clearances can be met.
- e) Coordinate all installations with all other trades. Bring all discrepancies or coordination issues to the attention of the engineer when first identified and prior to rough in, if possible.
- f) Cable bend radius is 20x O.D. post installation and 40x O.D. during installation
- g) Default Storage Loop or Slack Loop (SL) size is 300-ft.
- h) At aerial splice locations store 150-ft on each side of the splice (or match the existing storage) in a slack storage device (Snowshoes).
- i) When installer is providing fiber optic cable it shall have a maximum of 12 strands per buffer tube.
- j) Coordinate the exact equipment and device locations with the engineer prior to rough in. Make minor adjustments at no additional cost. This includes any vault storage, vault splice, Demarc (FTP and CPE) and Racking.
- k) When needed the default messenger shall be 1/4" EHS with a grade of 6.6M or greater. For spans greater than 400-ft contact District representative.
- l) When using messenger and or lashing, bond to each pole ground no less than 8 times per mile or less than 660-ft between each ground bond.
- m) All attachments shall be on the Street Side or as indicated as Field Side (FS) on the PSE Permit Appendix A. When in doubt contact District Engineer.

- n) Default depth on underground installations is 36 inches of cover. **Call Two Business Days Before You Dig ... 811 or 1-800-424-5555.**
- o) Unless stated on print Default conduit size is 2 inch SCH 40 PVC.
- p) Install a pull-string when pulling cables in conduits for future installations.
- q) Install locatable metallic trace wire with cable in underground conduits.
- r) When installing cables in equipment rooms, route cables in a vertical and/or horizontal fashion running parallel to the room lines. Do not route cables in a diagonal fashion.
- s) Bond all cable runways, cable trays, equipment racks, metallic cable sheaths, grounding lugs on cable protection devices, etc., to the provided telecommunications bonding backbone using #6 AWG copper conductors.
- t) At a Demarc store 30-ft of cable after termination of pigtails.
- u) Seal conduits after cable installation with proper 'fire stopping' material.
- v) Label conduit installed in buildings every 20-ft as 'Fiber Optic Cable'.
- w) Cable shall be labeled at each pole attachment, splice enclosure, vault penetration, and at each side of any wall / floor / ceiling penetration with District provided labels.
- x) When "wreck out" is required the contractor shall coordinate with the District for proper disposal at the Contractor's expense.

2. REMOVAL OF STRUCTURES AND OBSTRUCTIONS

The Contractor shall remove and dispose of all asphalt or cement concrete pavement, or other obstructions that lie wholly or partially within the proposed fiber optic alignment which prevent the Contractor's prosecution of work, and have been determined to be unnecessary or abandoned by the respective utility company or Engineer. Any abandoned pipes encountered which have had sections removed shall be plugged with materials acceptable to the Engineer to prevent the flow of unwanted liquids into the trench.

Saw-cutting of existing asphalt cement concrete pavement shall occur prior to the removal of the existing paved surface to assure even edges along the trench. Under no circumstances will the Contractor be allowed to break pavement with a backhoe or similar piece of equipment. Pavement shall be removed to the limits shown in the Details to 12 inches outside the top of the trench (24 inches for County Road crossings). The pavement shall be sawed on a straight line, with vertical cut. No specific unit of measurement shall apply to Removal of Structures and Obstructions. Payment for Removal of Structures and Obstructions shall be incidental to the Contract and no additional payment shall be made.

3. PROJECT SEDIMENT AND EROSION CONTROL

This work includes protecting the work, nearby land and streams and other bodies of water by installing, maintaining and monitoring, removing and disposing of water pollution and erosion control devices, per State and local laws, contract specifications, conditions of permits, or ordered by the Engineer as work proceeds.

Work is to be suspended when inclement weather will compromise the water quality at the site. It is noted however, unpredictable rainfall events may occur where additional erosion control measures are necessary, and the Contractor shall have in-place adequate protection to minimize impact to the work, surrounding properties, and drainage courses.

At a minimum, the following items are to be included as part of this project. Other measures may become necessary, depending on the Contractor's construction methods or conditions encountered, and shall be included as part of the minimum work required:

- Apply straw mulch to cleared areas if left un-worked for more than 7 days (2 days after Sept 30th) at a rate of 2-3 bales per 1000 square feet;
- Maintain temporary erosion measures during the life of the contract, and remove devices within 30 days once permanent measures are completed and the site stabilized;
- Designate an ESC Lead person to implement, monitor and maintain, and remove temporary erosion control measures.

Additional measures not anticipated for this project, but which may become necessary depending upon the severity of construction conditions:

- Install additional check dams, wattles, sediment traps, energy dissipaters, and other measures to control flows and prevent sediment discharges downstream;
- Direct turbid discharges from trench de-watering operations to temporary sediment traps;
- Compact, cover or otherwise protect shoulders and ditch slopes until placement of crushed surfacing or permanent erosion control measures are established.

The Contractor shall designate at the pre-construction conference an Erosion and Sediment Control (ESC) Lead person. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training through WSDOT's Construction Site Erosion and Sediment Control course.

The ESC Lead shall be responsible for implementing and updating as necessary a Temporary Erosion and Sediment Control (TESC) Plan based on minimum requirements, methods of construction, and anticipated working conditions. Best Management Practices (BMPs) devices employed for this project shall be per WSDOT's Highway Runoff Manual or DOE's Storm water Management Manual for Western Washington.

The ESC Lead shall be responsible for installing, maintaining, inspecting and repairing all BMP devices included in the TESC plan to assure continued performance of their intended function. All on-site erosion and sediment control measures shall be inspected once every five working days, each working day during a runoff-producing rain event, and within 24 hours after a runoff-producing rain event. Damaged or inadequate measures shall be corrected immediately. An inspection report shall be prepared for each inspection. The inspection report shall document when, where and how devices were installed, maintained, modified, and removed; repairs needed and repairs made; observations of device effectiveness and proper placement; and recommendations for improving performance of BMP devices. A copy of each report shall be provided to the Engineer.

The ESC Lead shall maintain a file that includes TESC inspection reports, the TESC Plan, applicable permits and conditions, and other relevant information. Upon request, the file shall be provided to the Engineer for review.

No specific unit of measurement shall be made for Project Sediment and Erosion Control. Payment shall be lump sum and shall be full payment for furnishing all labor, equipment, tools, and materials, to furnish, install, monitor, maintain and remove sediment and erosion control devices, as specified and as necessary, including the ESC Lead and no additional compensation will be made.

4. CLEAN-UP AND RESTORATION

The Contractor shall maintain a clean project site during construction. Subsequent to construction, the site is to be returned to a neat and orderly condition. This shall include dressing of road shoulders and gravel driveways, re-grading of slopes and ditches, ensuring proper drainage, disposal of waste materials, preparation of areas to receive crushed surfacing or seed, furnishing and applying sod or seed and fertilizer and mulch, cleanup of temporary patching materials and stockpile areas, restoration of traffic striping, resetting of signs and mailboxes removed to facilitate conduit installation, restoring any landscaping or fencing or other improvements, and other miscellaneous work.

Restoration must be completed within one week of pipe installation, unless otherwise

approved by the Engineer.

Measurement and payment for Cleanup and Restoration shall be lump sum, and shall be full payment for furnishing all labor, equipment, tools, and materials required or necessary to restore the project area to its original condition, and for which payment is not otherwise included in these specifications, and no further compensation will be made.

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed in full as required and submitted with the proposal:

- A. **BID FORM and SIGNATURE SHEET**
To be filled in and signed by the bidder. The lump sum and unit prices must be shown in the space provided. Show lump sum and unit bid prices in legible figures.
- B. **BOND ACCOMPANYING BID**
This form is to be executed by the bidder and the Surety Company. The amount of this bond shall be not less than 5% of the total amount of the bid and may be shown in dollars or on a percentage basis.
- C. **NON-COLLUSION CERTIFICATE**
This form is to be completed and signed by the Contractor and notarized.

The following items are to be submitted upon execution of the contract:

- D. **INDEMNITY ADDENDUM**
To be filled out by all bidders
- E. **PERFORMANCE BOND and PAYMENT BOND**
To be executed by the successful bidder and his Surety Company and be submitted prior to the execution of the contract
- F. **INSURANCE CERTIFICATE**
This certificate to be submitted prior to execution of the contract
- G. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**
This certificate to be submitted prior to execution of the contract
- H. **CONSTRUCTION CONTRACT and SIGNATURE SHEET**
This agreement is to be executed by the successful bidder.
- I. **STATEMENT OF INTENT TO PAY PREVAILING WAGES**
To be submitted by Prime Contractor and all subcontractors.
- J. **PROGRESS SCHEDULE**

The following items are to be submitted upon acceptance of the project.

K. AFFIDAVIT OF WAGES PAID

Submitted by Prime Contractor and all subcontractors

L. CERTIFICATE INDICATING TAXES HAVE BEEN PAID

When required, Contractor to secure from the State Department of Revenue a certificate that all taxes due with respect to this contract have been paid in full and submit said certificate to Kitsap PUD.

M. The Construction Record Drawings (CRD's) documentation is due within 2 weeks of completion.

BID FORM AND SIGNATURE SHEET

To: Public Utility District No. 1 of Kitsap County

This certifies that the undersigned has examined the location of the:

RT-256126 Camas Ln Group Fiber Construction Project

and that the Plans and Specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement per the said plans, specification and contract. Show price in legible figures.

\$ _____
SINGLE LUMP SUM BID NOT INCLUDING SALES TAX

A proposal guaranty in an amount of five percent (5%) of the total bid based upon the approximate estimate of quantities at the above prices and in a form as indicated below is attached hereto:

Receipt is hereby acknowledged of addendum(s) No. (s) _____

CONTRACTOR'S LICENSE No.

UBI No. and TIN No.

AUTHORIZED SIGNATURE(S)

NAME(S) PRINTED

By this signature I acknowledge that I have read and understood all the drawings and specifications of this project.

FIRM NAME

ADDRESS

PHONE NUMBER

NON-COLLUSION CERTIFICATE

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to Public Utility District No. 1 of Kitsap County for consideration in the award of a contract on the improvement described as follows:

RT-256126 Camas Ln Group Project
NAME OF PROJECT

NAME OF FIRM

AUTHORIZED SIGNATURE

PRINTED NAME

Sworn to before me this ___ day of _____, 20__.

Signature: _____

Name Printed: _____

NOTARY PUBLIC in and for the State of
Washington

My commission expires: _____

INDEMNITY ADDENDUM

WSDOT 1-07.14 Responsibility for Damage shall apply with the following supplement:

The Contractor's duty to indemnify, defend and save harmless shall include, but not limited to, any and all expenses, costs, damages, losses, Owner's personnel-related costs, reasonable attorney's fees, expert witness fees, engineering, architectural and other service fees, court costs and other claim-related expenses.

The Contractor's duty to indemnify, defend and save harmless shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any person or party under any insurance policy or Worker's Compensation Acts, Disability Benefits Acts or other benefit acts.

The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature described above and in WSDOT have been paid, discharged or waived.

THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, PROVIDED, HOWEVER, THE CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS CONTRACT, EXTENDS ONLY TO CLAIMS AGAINST THE CONTRACTOR BY THE OWNER AND DOES NOT INCLUDE OR EXTEND TO ANY CLAIMS BY THE CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST THE CONTRACTOR.

Contractor:

DATED _____
COMPANY _____
SIGNATURE _____
NAME PRINTED _____
TITLE _____

Public Utility District No. 1 of Kitsap County:

DATED _____
COMPANY _____
SIGNATURE _____
NAME PRINTED _____
TITLE _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ the Contractor named in the contract hereinafter referred to as PRINCIPAL and _____ as Surety, are held and firmly bound unto Public Utility District No. 1 of Kitsap County, herein after called and also being the Owner named in said contract, in the penal sum of _____ dollars

(\$ _____), lawful money of the United States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, assigns, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Owner dated _____, 20__, for _____ work completed with the Owner's RT-256126 Camas Ln Group Fiber Construction Project in County of Kitsap, State of Washington.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof that may be granted by the Owner with or without notice to the Surety; and during the life of any guarantee required under the Contract, covenants, terms, conditions, and Agreements of any and all duly authorized modifications of said Contract may hereafter be made; notice of which modifications to the Surety being hereby waived and furthermore; shall promptly make payment to all persons, firms, or corporation supplying materials or labor, or both, in the performance of such contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____ 20__ affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal:

By: _____
Signature Name Printed

Attest (If Corporation):
Corporate Seal

By: _____
Name Printed: _____
Title: _____

Surety:

Attest:
Corporate Seal
By: _____
Name Printed: _____
Title: _____

CERTIFICATION AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the corporation named as Principal in the within bond: that _____ who signed the said bond on behalf of the Principal, was _____ of said corporation; that I know his signature thereto is genuine: and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority.

Signature of Secretary of Assistant

Name Printed

Corporate Seal

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date October 8, 2020, 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.

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

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ the Contractor named in the Contract
hereinafter referred to as PRINCIPAL, and _____
_____ as SURETY, are held and firmly bound unto the State of
Washington, and unto Public Utility District No. 1 of Kitsap County, hereinafter called
and also being the OWNER named in said Contract, in the penal sum of
_____ dollars

(\$ _____), lawful money of the United States, for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors, assigns,
administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered
into a certain contract with the Owner dated _____, 20____, for
_____ work completed with the Owner's RT-256126 Camas Ln
Group Fiber Construction Project in County of Kitsap, State of Washington.

AND THAT WHEREAS, the Owner has a permit to construct upon certain roads and right-
of-way of Kitsap County, all of which construction is covered by the Owner's contract with
the Principal.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the
provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements
of said contract during the period of the original contract and any extensions thereof that
may be granted by the Owner, with or without notice to the Surety; and during the life of
any guarantee required under the Contract,; and shall also well and truly perform and
fulfill all of the undertakings, covenants, terms, conditions and agreements of any and all
duly authorized modifications of said Contract that may hereafter be made; notice of
which modifications to the Surety being hereby waived; shall indemnify and save
harmless Owner from all cost and damage by reason of the Principal's default or failure
to do so, and shall pay the State of Washington sales and use taxes, and amounts due
said State pursuant to Titles 50 and 51 of the Revised Code of Washington then this
obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under
their separate seals this _____ day of _____, 20 _____, the name
and corporate seal of each corporate party hereto affixed, and these presents duly signed
by its undersigned representatives pursuant to authority of its governing body.

PRINCIPAL

Corporate Seal

By: _____

Title: _____

ATTEST (If Corporation):

By: _____

Title: _____

SURETY

Corporate Seal

By: _____

Title: _____

CONSTRUCTION CONTRACT

This agreement is made and entered into this ____ day of _____, 20__, by and between the Public Utility District No.1 of Kitsap County, hereinafter referred to as the "Owner," and _____, party of the second part, hereinafter referred to as the "Contractor."

The parties to this agreement, in consideration of the mutual covenants contained herein agree as follows:

1. The Contractor agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship-like manner, the work called for in the Contract Documents entitled:

RT-256126 Camas Ln Group Fiber Construction Project

according to the terms of the Contract Documents which shall include, but shall not be limited to the accepted Proposal, General and Special Condition, Specifications, Drawings, Addenda, Bond, Advertisement for Bid, Special Provisions and this Agreement.

2. Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be completed within 45 working days. The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of _____ Dollars (\$_____), for each calendar day thereafter that the work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work at the time stipulated, and this sum is not to be construed as in any sense a penalty.
3. In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of _____ Dollars (\$_____ plus WSST) which sum is based upon Bid Proposal submitted. Actual payment shall be based on actual installed quantities, as determined by the Engineer.

CONSTRUCTION CONTRACT SIGNATURE SHEET

DATED THIS _____ DAY OF _____, 20____.

OWNER:

BY: _____
SIGNATURE

BY: _____
NAME PRINTED

TITLE

CONTRACTOR:

BY: _____
SIGNATURE

BY: _____
NAME PRINTED

TITLE

State Contractor's License No.

NOTICE OF AWARD

Description of Work: Construction of the RT-256126 Camas Ln Group Fiber Construction Project for Public Utility District No. 1 of Kitsap County.

To: _____

The Owner represented by the undersigned has considered the Proposal submitted by you for the above-described work in response to its Advertisement for Bids dated _____.

It appears that it is to the best interest of said Owner to accept you Proposal in the amount of _____ Dollars

(\$ _____) [Including W.S.S.T.] You are hereby notified that your Proposal has been accepted for all items.

You are required by the Notice and Instructions to Bidders to execute the formal contract with the undersigned Owner and to furnish the required Contractor's Performance, Payment Bond (if necessary) and insurance certificate within ten days from the date of delivery of the Notice to you.

If you fail to execute said contract and to furnish said bond within ten (10) calendar days from the date of delivery of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another or to re-advertise the work or otherwise dispose therefore as the Owner may see fit.

Dated this _____ day of _____ 20____.

Public Utility District No. 1 of Kitsap County
Owner

By: _____

Name Printed

ACCEPTANCE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 20____.

By _____

Name Printed _____

Title _____



NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: RT-256126 Camas Ln Group Fiber Construction Project

You are hereby notified to commence WORK per the Contract dated: _____

WORK shall be completed within 45 working days. The date of completion is therefore

_____.

Public Utility District No. 1 of Kitsap County
OWNER

By _____

Name Printed _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____

Name Printed _____

Title _____

Employer Tax Identification Number _____