

Lewis County

PUBLIC UTILITY DISTRICT

321 N.W. PACIFIC AVENUE • CHEHALIS, WASHINGTON
Mailing Address: P.O. Box 330, Chehalis, WA 98532-0330
1-800-562-5612 • (360) 748-9261 • FAX (360) 740-2455

**AGENCY OR CONTRACTOR'S AGREEMENT
FOR THE YEAR 2010**

GENERAL TERMS AND CONDITIONS

Business Name _____ Date ___/___/___

Address _____
City State Zip

Mailing Address (if different) _____
City State Zip

Telephone Number _____ Fax Number _____

Contact Person _____
Name Title

Email Address _____ Website Address _____

Tax/UBI No. _____ Contractor No. _____

1. I wish to be considered for the following type of work, which I am fully qualified to perform or will be performing the following work:

2. In the last five (5) years, I represent to the District that I have had no claims against me alleging negligence in the performance of my work, except as follows:

3. As a contractor hired by Contractor Order or Purchase Order or a Contractor or Agency hired by _____ to do work for Public Utility District No. 1 of Lewis County, I do hereby agree to the following General Terms and Conditions:

- a. To perform the services designated as an independent contractor and not as an employee of the District. To comply with all applicable rules, laws and regulations of the State of

Washington and of any and all other lawmaking bodies. To perform the required services using my own equipment and transportation.

- b. To comply with all regulations including but not limited to those related to tax, wage, discrimination, industrial and unemployment insurance applicable to the work involved and to be responsible for like compliance by any and all my subcontractors.
- c. To pay wages and benefits for craftsmen employed on work which prevail in the locality of the work as determined by the Department of Labor and Industries.
- d. To comply with government regulations regarding non-discrimination, its Engineer, its agents and employees to communicate with and obtain information from any party identified in such statement, and authorized any party identified in the experience and reference statement to furnish and release information to the District, its agents and employees.
- e. Affirm that contractors, their employees, subcontractors, their employees, vendors, their employees, agents and invitees are expected to be free from the effects of drug or alcohol use/abuse while conducting business for the District, according to the District's Drug and Alcohol Policy.
- f. To be solely responsible for all alleged or actual injuries to or death of persons and/or damage or destruction of property and to save, defend, indemnify and hold the District harmless from liability for any such claims for injury, death or damage, and to pay all costs suffered by the District as a result of each such claim or suit, including but not limited to reasonable attorneys' fees, it being specifically understood and agree that the contractor shall be solely responsible and liable for and shall fully protect and indemnify the District against all claims and demands whatsoever occasioned by, arising out of, or related to performance of the contracted work by contractor, including but not limited to the acts or omissions of contractor, contractor's employees, subcontractors, agents, suppliers, licensees, and invitees. The Contractor Shall maintain a minimum of \$1,000,000 commercial liability, public liability and property damage insurance while providing services or work under a contract or purchase order with the District. The District shall be named as additional insured on liability policies. The Contractor shall also maintain \$1,000,000 automobile liability, and workers compensation, as required by law, insurance policies while performing work for the District. Upon demand by the District or as stated in the Contract or purchase order, the contractor shall obtain additional liability insurance in such form and for such amount as is acceptable to the District, naming the District as an additional insured.

Signature

Print Name

Title

Date

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the State of
Washington, residing at _____.