

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411 Pacific Power group, LLC 805 Broadway Street, Suite 700 Vancouver, WA 98660	CONTRACT AMENDMENT	
	Contract No.	02420
	Amendment No.	1
	Effective Date	September 1, 2023

FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 02420
GENERATOR MAINTENANCE AND REPAIR

This First Amendment (“Amendment”) to Contract No.02420 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Pacific Power group, LLC a Washington corporation (“Contractor”) and is dated as of September 1, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No.02420 for generator Maintenance and Repair dated effective as of September 17, 2021 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PREVAILING WAGE.** The following provision is added as a new subsection at the end of Section 4 of the Contract (Contractor Representations and Warranties):
 - 4.17. **PREVAILING WAGES.** This Contract is subject to Washington’s Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.
 - (a) **WAGE RATES.** Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker’s classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of

the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.


- (b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
 - (c) INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
 - (d) AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
 - (e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
 - (f) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.
2. PRICING. The contract pricing for the generator maintenance and repairs is hereby amended by deleting the existing **Exhibit A – Prices for Services** in its entirety and inserting the attached **Exhibit A – Prices for Services** (dated 9/1/2023). As of the effective date of this Amendment, any reference to Exhibit A – Prices for Services shall be deemed to be a reference to the attached **Exhibit A – Prices for Services** (dated 9/1/2023)
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**PACIFIC POWER GROUP, LLC,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Michael D. Bourn
Title: Manager, Sales ops.
Date: 8/22/2023

By: _____
Name: Theresa Jensen
Title: Procurement Supervisor
Date: 8/22/2023

PRICES FOR SERVICES

Category 1: Preventative maintenance, repair services and load bank testing for generators up to 600 kW.

Region	Mechanic (L&I PW Job Classification: Power Equipment Operator, Mechanic)		Journey-level electrician (01) (L&I PW Job Classification: Electricians - Inside, Journeyman)		Power Equip. Operator, Gen. Plant Engineer and Gen. Operator (L&I PW Job Classification)		Truck Driver	
	PW +		PW +		PW +		PW +	
North Puget Sound	PW +	139.83%	PW +	146.84%	PW +	0%	PW +	0%
Olympic	PW +	138.76%	PW +	146.84%	PW +	0%	PW +	0%
Southwest	PW +	131.23%	PW +	138.92%	PW +	123.56%	PW +	0%
North Central	PW +	138.76%	PW +	137.23%	PW +	0%	PW +	0%
South Central	PW +	166.56%	PW +	135.16%	PW +	115.21%	PW +	0%
Eastern	PW +	0 %	PW +	125.03%	PW +	115.21%	PW +	0%
Other Markups								
After-hours/emergency work	PPG Afterhours/emergency labor billed at 1.5X Dayshift Rates							
Replacement Parts	PPG Markup: 42%							

Category 2: Preventative maintenance, repair services and load bank testing for generators up to 601 kW to 3,000 kW (or larger).

Region	Mechanic (L&I PW Job Classification: Power Equipment Operator, Mechanic)		Journey-level electrician (01) (L&I PW Job Classification: Electricians - Inside, Journeyman)		Power Equip. Operator, Gen. Plant Engineer and Gen. Operator (L&I PW Job Classification)		Truck Driver	
	PW +		PW +		PW +		PW +	
North Puget Sound	PW +	139.83%	PW +	146.84%	PW +	0%	PW +	0%
Olympic	PW +	138.76%	PW +	146.84%	PW +	0%	PW +	0%
Southwest	PW +	131.23%	PW +	138.92%	PW +	123.56%	PW +	0%
North Central	PW +	138.76%	PW +	137.23%	PW +	0%	PW +	0%
South Central	PW +	166.56%	PW +	135.16%	PW +	115.21%	PW +	0%
Eastern	PW +	0%	PW +	125.03%	PW +	115.21%	PW +	0%

Other markups								
After-hours/emergency work	<i>insert here multiplier of regular labor rates (e.g. 1.5) PPG</i> Afterhours/emergency labor billed at 1.5X Dayshift Rates							
Replacement Parts	<i>insert here % markup above invoice cost to bidder. PPG</i> Markup: 42%							

Please note, labor rates shown with 0% markup are L&I PW Job Classifications that are not used by Pacific Power Group, or are not currently recognized by L&I in the Regions where they are marked as 0% markup. Pacific Power Group reserves the right to re-quote markup on these Job Classifications at such time that these Classifications are adopted by L&I for use in the Counties in these Regions.

Filing Fees and Permits

Cost of permit and filing fees may be charged at cost as a separate line item on customer invoices. Labor costs involved in obtaining permits and/or filing fees may be charged at regular contract prices (PW+% per region).

Travel charges

Mileage: \$3.05 per mile

Hourly each way: Charged at the actual hours in transit for the actual technician for the county of the job site at the markup rate (PW + %) for the region.

Per diem at actual State Administrative and Accounting Manual rates (based on federal GSA guidelines) per location of job – no minimum charge, no charge for lodging if no overnight stay.

Minimum service charge:

\$300.

