



# Clark Public Utilities

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## BID DOCUMENTS

### UTILITY TREE TRIMMING

BID 521

September 19, 2017

**Only Prequalified Contractors May Bid This Project**

Consistent with RCW 54.04.085, the work of this project involves "construction or improvement of any electrical facility", and only contractors who have been prequalified by Clark Public Utilities are eligible to submit a bid. Any bid received from a non-prequalified contractor will be returned unopened and will not be considered.

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Clark Public Utilities Vegetation Management Standards Rev. 8/6/2013

**END OF SECTION**

## **ADVERTISEMENT FOR BIDS**

Clark Public Utilities  
Utility Tree Trimming – Bid 521  
Date of Bid Opening: Tuesday, October 3, 2017

### NOTICE TO CONTRACTORS:

**Bid Submittal:** Sealed bids will be received for the above-referenced project by Clark Public Utilities, at the Purchasing Department, Ed Fischer Operations Center Building, 8600 NE 117th Avenue, Vancouver, WA 98662 (courier service or hand delivery only). There is no US Postal Service to this address.

Bids will only be accepted from contractors who are currently prequalified by Clark Public Utilities for construction or improvement of any electrical facility as required by RCW 54.04.085.

Bid submittals must be received by the Utility at the location noted above no later than 11:00 A.M., Pacific Time, on Tuesday, October 3, 2017. Bids will then be publicly opened and read aloud.

Bids received after the date and hour stated above will not be accepted or considered.

**Project Description:** To provide labor and equipment to prune, cut, treat and dispose of trees and brush along, and under Utility communications, service, distribution, and transmission lines, throughout Clark County.

**Bid Documents:** Bidders may obtain or access plans, specifications, and addenda for this project through the following website: <https://www.ebidexchange.com/clarkpud>. If the Bidder is not currently registered, Bidder must register at the preceding website selecting the Supplemental Application "Public" category to access Bid Documents.

**Bid Guaranty:** Bidder shall submit with its bid either an original surety company bid bond on the form provided by the Owner, or a cashier's or certified check payable to the order of Clark Public Utilities, in an amount not less than five percent (5%) of the total amount of the Bid that could be awarded including any Additives and Alternates and excluding sales tax. Bids not accompanied by an appropriate bid guaranty may be rejected as non-responsive.

**Questions:** Questions about this project should be directed to the following individual. Depending on the nature of the question, the Utility may require the Bidder to put a question in writing.

Contact Person, Title: Brian Roden, Acting Forestry Manger  
Phone Number: 360-992-8863  
E-mail Address: broden@clarkpud.com

At its sole discretion, Clark Public Utilities reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.

By Order of the Commission,  
Nancy Barnes, Secretary

Date(s) of Publication: Tuesday, September 19, 2017

**END OF SECTION**

## 1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. Examination of Site and Requirements: Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and potential locations of the Work, that it has carefully examined the Bid Documents and the potential work sites, and that it has investigated and satisfied itself as to all general and local conditions, and with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the performance of the Work or its cost.
- B. Surface and Subsurface Conditions: Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the potential sites, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of the Bid Documents. Bidder also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Bid Documents, made such additional surveys and soil investigations as it deems necessary for the performance of the Work at the Total Bid amount, in accordance with the requirements of the Bid Documents, and that it has correlated the results of all such data with the requirements of the Bid Documents.
- C. Conditions at the Project Site: Bidder acknowledges that adjoining areas will be conducting normal operations during the work. Bidder should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the work be coordinated with ongoing operations.
- D. Bidder Acknowledgement: Bidder acknowledges that its bid is based upon a schedule and assumptions which incorporate these conditions.
- E. Questions and Addenda: Owner assumes no responsibility for any conclusions or interpretations made by Bidder based on the information made available by Owner. Should a Bidder find conflicts, errors, discrepancies, or omissions in the Drawings or Specifications, or should Bidder be in doubt as to their meaning or interpretation, Bidder shall at once notify the Owner in writing. At the Owner's discretion, questions received less than five (5) calendar days before the bid submission deadline may not be answered. If appropriate, Owner will send explanations, interpretations, or modifications to all bidders by written addenda. Oral explanations and interpretations by the Owner shall not be binding. All addenda issued shall be incorporated into the Contract Documents.

## 2. BID DOCUMENTS

Bidders may obtain or access plans, specifications, and addenda for this project through the following website: <https://www.ebidexchange.com/clarkpud>. If the Bidder is not currently registered, Bidder must register at the preceding website selecting the Supplemental Application "Public" category to access Bid Documents.

### 3. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid.

- A. Complete Bid Form: The name, address, Washington State Contractor's registration number of Bidder, and other information required shall be typed or printed on the Bid Form in the spaces provided. The Bidder's business name must match the name on the bid guaranty.
- B. Use Bid Form: Bidders must submit bids on the Bid Form (or photocopy of the Bid Form) provided by the Owner.
- C. Fill in Blanks: All blank spaces on the Bid Form must be filled in by the Bidder. Bidder must submit a bid amount for all Alternates, Additives, Deductives, unit prices, and other prices indicated on the Bid Form. When bidding on items for which there is no charge, Bidder shall write the words "No Charge," "zero," or "0.00" in the space provided on the Bid Form. If a Bidder fails to submit a bid price for any item, notes "no bid" or similar language for any item, or does not fill in all blank spaces on the Bid Form, the bid may be rejected as non-responsive.
- D. Clarity of Bid Amount: In the event the Owner is unable to read or discern what number or numbers the Bidder included as part of its Bid price, the Owner reserves the right to reject the Bid as nonresponsive.
- E. Sign Bid Form: The Bidder shall manually sign the Bid Form in ink by an authorized representative of the Bidder.
- F. Initial Corrections: Any correction to entries made on the Bid Form shall be initialed by an authorized representative of the Bidder.
- G. Subcontractors List: The requirements of RCW 39.30.060 for submission of a list of Subcontractors is identified on the Bid Form.
- H. Acknowledge Addenda: Bidders shall acknowledge receipt of all addenda by identifying the addendum number in the space provided on the Bid Form.

### 4. BID PRICES

- A. Estimated Quantities: Any quantities on the Bid Form are estimates and are stated for bid comparison purposes. The Owner does not warrant expressly or by implication that the actual quantities of work will correspond with the estimated quantities. The Owner reserves the right to increase the dollar amount of the Contract for the Contractor to perform additional work consistent with the scope of work for the project. The Owner will pay the Contractor based on actual quantities of each item of work completed in accordance with the Contract Documents.
- B. Filing Fees: Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of Bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

- C. Taxes: The bid shall include all applicable taxes imposed by law.
- D. Bid Allowances: Bidder shall include in the bid all allowances provided on the Bid Form. Owner will pay the difference if the actual cost exceeds the allowance.
- E. Trench Safety System Bid: If this project will involve trench excavation in excess of a depth of four feet, Bidder must include a lump sum dollar amount in the space indicated on the Bid Form for the cost of the trench safety systems for the trench excavation. The costs of trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety systems as an incidental cost is prohibited. Identification of this amount is an acknowledgment that the Bidder has considered proper safety provisions in the bid amount but does not relieve the Bidder of responsibility for full compliance with all laws and statutes regardless of their actual cost. A bid that identifies the cost of the trench safety systems as "N/A," "zero," or "0.00" shall be declared non-responsive.
- F. Insurance and Bonds: Bidder shall include in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all additives and alternates.

## 5. SPECIFIED PRODUCTS

- A. Bid Products Identified: Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.
- B. Substitution Requests: Requests for approval of equals or substitutions must be made in writing and received by the Owner at least 7 days prior to the bid submission deadline. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all Bidders.

## 6. BID GUARANTY

- A. Form and Amount: Bidder shall submit with its bid either an original surety company bid bond on the form provided by the Owner and included in Appendix A, or a cashier's or certified check payable to the order of Clark Public Utilities, in an amount not less than five percent (5%) of the total amount of the Bid that could be awarded including any Additives and Alternates and excluding sales tax. Bids not accompanied by an appropriate bid guaranty may be rejected as non-responsive.
- B. Bids Valid: The award of a contract, if it be awarded, shall be made within 60 calendar days after the bid submission deadline. No Bidder may withdraw its bid after the bid submission deadline, unless the award of the contract is delayed for a period exceeding 60 days from the bid submission deadline. The Owner reserves the right, for a period of 60 calendar days following the bid submittal deadline, to initiate or rescind acceptance of any Alternate or Additive Bid in the amounts bid on the Bid Form.

- C. Holding Bid Guaranties: Owner reserves the right to hold the bid guaranties of all Bidders until the successful Bidder has entered into a contract with the Owner, or for a period of 60 days, whichever is the shorter time.
- D. Forfeiture of Bid Guaranty: If the successful Bidder fails to enter into a contract with the Owner and provide satisfactory performance and payment bonds and evidence of insurance within the days specified herein, the bid guaranty shall be forfeited to the Owner.

## 7. SUBMISSION OF BIDS

- A. Bid Receipt Deadline: Bidders must submit their bids on the Bid Form included with the Bid Documents prior to the deadline established in the Advertisement for Bids. Any bid received after the bid submission deadline will not be accepted or considered and will be returned unopened. The official time for determining whether a bid has been submitted in a timely manner is based on the time stamp clock in the Purchasing office located at 8600 NE 117<sup>th</sup> Ave, Vancouver, WA 98662. Bids received prior to the bid submission deadline will be publicly opened and read aloud shortly after the deadline.
- B. Sealed Bid Envelope: Bids and bid modifications must be submitted in sealed envelopes or packages (1) addressed to the office specified in the Advertisement for Bids and (2) showing the name of the project, bid opening date and time, and the name and address of Bidder.
- C. Evidence of Bid Receipt: The only acceptable evidence to establish the time of receipt of a bid at the office designated in the Advertisement for Bids is the time/date stamped or printed by Owner on the bid envelope or other documentary evidence of receipt maintained by Owner.
- D. Prohibited Forms of Bids: Receipt of bids and bid modifications by e-mail, telegram, facsimile, telephone, other electronic means, or orally will not be considered.
- E. Withdrawal and Resubmission of Bid: After submitting a bid to the Owner, a Bidder may withdraw its bid if the Owner receives a request from a Bidder to withdraw the bid prior to the bid submission deadline. Any request to withdraw a bid which is received after the bid submission deadline will not be considered. The Bidder may revise such a bid and resubmit it if the revised bid is received prior to the bid submission deadline.
- F. Modification of Bid: After a Bidder has withdrawn its bid as described in the paragraph above, submitting a bid to the Owner, a Bidder may revise its bid if the Owner receives the revised bid on the required Bid Form prior to the bid submission deadline, and the revised bid shall be submitted in a properly marked and sealed enveloped prior to the bid submission deadline. Any bid modification which is received after the bid submission deadline will not be considered.

## 8. CLAIM OF ERROR

- A. Submission of Claim of Error: A Bidder who wishes to claim error after the bids have been opened shall submit a signed statement, accompanied by actual work sheets used in the preparation of the bid, requesting relief from the responsibilities of award. The

statement shall describe the specific error(s) and certify that the work sheets are the actuals used in the preparation of the Bid. The statement and actual work sheets shall be submitted in person or by courier to:

Clark Public Utilities – Purchasing Department  
8600 NE 117<sup>th</sup> Avenue  
Vancouver, Washington 98662

or via email to [cwannamaker@clarkpud.com](mailto:cwannamaker@clarkpud.com) by 5:00 p.m. on the Business Day after the bid submission deadline or the claim will not be considered. The Owner reserves the right to extend this deadline at its discretion.

- B. Review by Owner: The Owner will review the certified work sheets to determine the validity of the claimed error. If the Owner concurs in the claim of error, the Bidder will be relieved of responsibility, the bid will be withdrawn from the bid pool, and the bid guaranty of the Bidder will be returned. Thereafter, at the discretion of the Owner, all bids may be rejected or award made to the next lowest responsible Bidder. A low Bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if the project is rebid.

## 9. BID EVALUATION

- A. Non-Responsive Bids: Bids which are incomplete, conditioned or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for on the Bid Form and in the Bid Documents, are not in conformity with the law or with these Instructions, contain a statement by the Bidder reserving the right to accept or reject an award or to enter into the contract, or include any other irregularity shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Failure to submit either the Bid Form or Subcontractors List (if applicable) within the allotted times as described in the Advertisement for Bids, Section 00 11 00, shall render the entire bid nonresponsive.
- B. Multiple Bids: If more than one bid is submitted by a Bidder, or by any person or persons representing the Bidder, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to a Bidder may submit prices to other Bidders, and may submit a direct and complete bid for the project to the Owner on its own behalf.
- C. Unbalanced Bids: The Owner may consider a bid irregular and reject it as non-responsive if any of the bid item prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Owner.
- D. Tied Bids: After bids have been opened, if two or more of the lowest responsive bids have Total Bid amounts that are exactly equal, then the following drawing process will be used to break the tied bids and determine the successful Bidder. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "Unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from



the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for award of the contract. Only those Bidders who submitted a Total Bid amount that is exactly equal to the lowest responsive Bid are eligible to draw.

- E. Waiving Irregularities: Owner reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.
- F. Correcting Bid Prices: After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item price and the extended amount of any bid item shall be resolved by accepting the bid item price as correct. If a minimum bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the Owner will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension.
- G. Award of Additives, Alternates, Deductives: The low bid shall be determined by the sum of the Base Bid (the summation of bid item price extensions, corrected where necessary), plus any combination of Additives, Alternatives, and/or Deductives that the Owner decides, in its sole discretion, to include in the contract award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner chooses. The numbering of the Additives, Alternates, and/or Deductives on the Bid Form bears no relationship to the order in which they may be selected by the Owner. The summation of extensions, corrected where necessary, and including any applicable Additives, Alternatives, Deductives, and sales taxes, will be used to fix the awarded contract price and the amount of the payment and performance bonds.
- H. Unit Prices: If the Bid Form includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, Owner reserves the right to reject, without impairing the balance of the bid, any or all such predetermined unit prices, and negotiate such unit prices during the term of the contract.
- I. Bid Evaluation Documentation and Meeting: In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the Owner, promptly make available for the Owner's review a complete itemization and breakdown of its Total Bid amount, and a description of the Bidder's understanding of the Work. Prior to award, upon request of the Owner, the Bidder and proposed subcontractors and suppliers shall attend a bid evaluation meeting with the Owner, and shall bring to the meeting any documents requested by the Owner to assist the Owner in evaluating the bid and the Bidder's understanding of the Project. In the event the Bidder refuses to provide the requested information or attend the bid evaluation meeting, the Owner may reject the bid as non-responsive.
- J. Reciprocal Bid Preference: In accordance with RCW 39.04.380, for a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by

the nonresident contractor's home state. For the purpose of determining the successful Bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the Base Bid and all accepted Alternate, Additive, and Deductive bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington State contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences. The Bidder with the lowest total shall be the successful Bidder. See example below:

Alaska Nonresident Contractor Bid Amount	\$100,000	
Multiplied by the Alaska CPD		x 0.05
Alaska CPD Total		\$ 5,000

Alaska Nonresident Contractor Bid Amount	\$100,000	
Alaska CPD Total		+ 5,000
Nonresident Disadvantage Total		\$105,000

When Nonresident Disadvantage Total is Low: If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsible bidder with a responsive bid.

When Nonresident Disadvantage Total is High: If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, or other nonresident contractors whose states do not provide in-state percentage bidding preferences, the lowest bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsible bidder with a responsive bid.

*Definition of Nonresident Contractors:* A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
- b) At the time of bidding on a public works project, does not have a physical office located in Washington. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

## 10. LOW RESPONSIBLE BIDDER

- A. Mandatory Bidder Responsibility Criteria: It is the intent of Owner 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 Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration 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:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3), or be suspended or debarred from working on a federally funded project according to the federal website [www.sam.gov](http://www.sam.gov); and;
5. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 29 limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 31 49.52 RCW.

## 11. CONTRACT AWARD AND EXECUTION

- A. **Award**: The formal acceptance by the Owner, through an award by its Board of Commissioners, of the lowest responsive bid of a responsible bidder that is within the budget available for the project, will be in the form of a written notice of award of public works contract to the Bidder issued by the Owner and mailed to the Bidder's address shown on the Bid Form.
- B. **Contract Execution**: Within ten (10) calendar days after the notice of award date, Bidder shall submit two (2) signed originals of the Contract (see Appendix A); certificate of insurance and endorsements as required in the Contract Documents; and separate Payment and Performance Bonds, each for 100% of the Contract Award Amount plus Washington State Sales Tax. The bonds shall be on a form furnished by the Owner (see Appendix A). The bonds must be signed by an approved surety (or sureties) that:
  1. Appears on the current Authorized List in the State of Washington published by the Office of the Insurance Commissioner; and
  2. Has a current rating of at least A-VII in A.M. Best's Key Rating Guide or is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).
- C. **Failure to Execute Contract**: If the successful Bidder, after award of the Contract, fails to execute the Contract or provide insurance documentation and bonds as required within the time specified, Owner may revoke award of the Contract and the bid guaranty may be retained by Owner.

## 12. DEFINITION AND SECTION TITLES

- A. Bid Documents: The Bid Documents include all of the documents issued by the Owner as part of soliciting bids for the Project, including but not limited to the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions Unit Price Contracts, Modifications to General Conditions Unit Price Contracts, Specifications and Drawings.
- B. Captions and Headings: The titles of sections in these Instructions to Bidders are for convenience only and do not define or limit the contents.

**END OF SECTION**

**BID FORM**

TO: Clark Public Utilities  
 Ed Fischer Operations Center  
 Attn: Purchasing Dept.  
 8600 NE 117<sup>th</sup> Ave.  
 Vancouver, Washington 98662

**BID:**

Pursuant to and in compliance with the Bid Documents, the undersigned Bidder agrees to perform the Work for the following Total Bid amount for the above-referenced project:

**SCHEDULE A – HEAVY CREW / 3 PERSON CREW**

Item	Description	Estimated Annual Quantity	Unit	Unit Price Dollars/Cents	Total Bid Price Dollars/Cents
1	Tree Trimmer Foreman	2080	HRS	\$	\$
2	Tree Trimmer Journeyman	2080	HRS	\$	\$
3	Tree Trimmer Groundperson	2080	HRS	\$	\$
4	Aerial Device & Equipment – 60/70' Lift	2080	HRS	\$	\$
5	Chipper Dump Truck – 11 yd.	2080	HRS	\$	\$
6	Chipper	2080	HRS	\$	\$
Subtotal:					\$
<b>Total Bid Price Annually for Three (3) Person Heavy Crews</b> (Subtotal line above x3 crews as required under Contract):					\$

**SCHEDULE B – SERVICE CREW / 1 PERSON CREW**

Item	Description	Estimated Annual Quantity	Unit	Unit Price Dollars/Cents	Total Bid Price Dollars/Cents
1	Tree Trimmer Foreman	2080	HRS	\$	\$
2	38' Lift Truck & Equipment	2080	HRS	\$	\$
<b>Total Bid Price Annually for One 1 Person Crew</b>					\$

**SCHEDULE C – SERVICE CREW / 2 PERSON CREW**

Last Revised: July 21, 2017

\_\_\_\_\_  
 Bidder's Business Name

\_\_\_\_\_  
 Initials of Bidder's Representative

Item	Description	Estimated Annual Quantity	Unit	Unit Price Dollars/Cents	Total Bid Price Dollars/Cents
1	Tree Trimmer Foreman	2080	HRS	\$	\$
2	Tree Trimmer Journeyman	2080	HRS	\$	\$
3	Aerial Device & Equipment – 55' Lift	2080	HRS	\$	\$
4	Chipper	2080	HRS	\$	\$
<b>Total Bid Price Annually for One 2 Person Service Crew</b>					<b>\$</b>

**SCHEDULE D – ADDITIONAL EQUIPMENT & LABOR RATES**

Item	Description	Estimated Annual Quantity	Unit	Unit Price Dollars/Cents	Total Bid Price Dollars/Cents
1	Aerial Device & Equipment – 100' Lift	160	HRS	\$	\$
2	Tree Trimmer Foreman - Overtime Rate	80	HRS	\$	\$
3	Tree Trimmer Journeyman - Overtime Rate	80	HRS	\$	\$
4	Tree Trimmer Groundperson - Overtime Rate	80	HRS	\$	\$
<b>Total Bid Price Annually for Additional Equipment &amp; Labor Rates</b>					<b>\$</b>

<b>Bid Subtotal:</b>	\$
Total Bid Price of Schedule A, B, C & D (without sales tax)	
<b>Total Bid Price for 3 Year Contract</b> (Bid Subtotal line above x 3 years)	\$

**TAXES:**

The bid shall include all applicable taxes imposed by law.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within the number of calendar days agreed to for each Work Order. It is further agreed that the time for completion of each Work Order is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

**CONTRACT EXECUTION:**

- A. Contract Execution: If the Owner awards a contract based on this bid within sixty (60) calendar days of the bid submission deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated bid amounts, on the Public Utility District No. 1 of Clark County Public Works Contract form.
- B. Bonds and Insurance: Bidder shall submit executed Contract, separate Payment and Performance Bonds, and acceptable evidence of insurance within ten (10) calendar days after receipt of award notice and Public Works Contract form from the Owner.
- C. Failure to Execute Contract: If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contract or submit the Payment and Performance Bonds and

acceptable evidence of insurance as required within the time specified, Owner may revoke the award. The bid guaranty may be retained by Owner as liquidated damages, not as a penalty. If a contract is not awarded within sixty (60) days after the bid submission deadline, or if the Bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check submitted as the bid guaranty shall be returned to the bidder, or the Bid Bond shall become void.

**DECLARATION:**

- A. Familiarity with Bid Documents and Site: The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above-referenced project, and the site where the Work is to be performed and the conditions affecting the Work, and consistent with the Instructions to Bidders.
- B. Bid Guaranty: The Bidder has enclosed a Bid Guaranty in the amount of five percent (5%) of the Total Bid that could be awarded including Alternates, Additives, excluding sales tax in the form of a cashier's check, certified check, or bid bond.
- C. Validity of Bid: The Bidder agrees that this bid shall be valid and not withdrawn for a period of sixty (60) days from the bid submission deadline.
- D. Proposal to Perform Work: The Bidder hereby proposes to furnish all labor, materials, fuel, equipment, and services and to perform all work which may be required to complete each Work Order within the time agreed and in strict accordance with the Contract Documents for the above-referenced project for the amount of each Work Order, not to exceed the Total Bid Price indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, bonding, fuel, and taxes, to perform the Work in accordance with the Contract Documents.
- E. Non-Collusion: The Bidder affirms that the bid is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not 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 this bid to the Owner for the project described in the Bid Documents.
- F. Responsible Bidder Requirements: The Bidder acknowledges that it is in compliance with the bidder responsibility criteria described in the Instructions to Bidders. The Bidder agrees to provide proof of compliance with these requirements upon request by the Owner.
- G. Notice to Proceed: Bidder agrees that if awarded the contract, Bidder will commence work on the date specified in each Work Order.
- H. Compliance with Applicable Laws and Regulations: Bidder agrees that if awarded the contract, Bidder will comply with the requirements of all applicable federal, state, and local laws and regulations.
- I. Subcontractors List: Consistent with RCW 39.30.060, the Bidder is required to submit as part of its bid the names of subcontractors with whom the Bidder, if awarded the contract will subcontract for the performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or if the Bidder will perform the work in any of the three trades required, the Bidder shall name itself for

such work. Based on the scope of work of this Project, the Bidder agrees and certifies that the Project does not include work in any of the three trades identified in RCW 39.30.060, and that there are therefore no subcontractor names to identify and submit as part of its bid. If the Bidder asserts this Project will include work in any of the three trades identified in RCW 39.30.060, the Bidder shall submit the names of such subcontractors (or name itself as performing the work) on a separate sheet of paper attached to and submitted with this Bid Form. In the absence of such a list submitted with the Bid, the Bidder's agreement and certification in this paragraph of no subcontracting in the three identified trades remains in force.

- J. Certification of Compliance with Wage Payment Statutes: The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this project, 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's Business Name:		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation:____) <input type="checkbox"/> Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
If the above address is not in Washington State, check ONE of the boxes below:		
<input type="checkbox"/> Physical Office in WA: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Street Address</span> <span>City</span> <span>Zip Code</span> </div>		
<b>OR</b>		
<input type="checkbox"/> State of incorporation or State where business entity was formed, if not a corporation: _____		
Business Telephone Number:	Business Fax Number:	Business E-mail Address:
State of Washington numbers for the following:		
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:
Receipt is hereby acknowledged of Addenda No(s).: _____		

**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: (City, State)

**END OF SECTION**



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## **PART 1 – GENERAL PROVISIONS**

### **1.01 DEFINITIONS**

- A. “Application for Payment” means a written request submitted by Contractor to Owner’s Representative for payment of Work completed for a Work Order in accordance with the Contract Documents, supported by such substantiating data as Owner’s Representative may require.
- B. “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates, Additives, or Deductives.
- E. “Contract Documents” means the Advertisement for Bids, Instructions to Bidders, completed Bid Form, Payment Bond, Performance Bond, General Conditions for Clark Public Utilities Unit Price Contracts (last revised September 14, 2017), Modifications to the General Conditions Unit Price Contracts, Public Works Contract, Drawings and Specifications, executed Work Orders, and all addenda and modifications thereof. The Contract Documents comprise the entire agreement between the Owner and the Contractor, and may be modified only as described in the Contract Documents.
- F. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents for authorized Work Orders at unit or hourly rates bid by the Contractor on the Bid Form including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- G. “Contract Time” is the number of calendar days agreed upon between the Owner and Contractor for each Work Order for completing the Work.
- H. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- I. “Day(s)” mean calendar day(s) unless otherwise specified. A calendar day of twenty-four (24) hours is measured from midnight to the next midnight.
- J. “Division 1” means the following section number(s) from the Standard Specifications for Road, Bridge, and Municipal Construction, 2014 edition, published by the Washington State Department of Transportation and available at <http://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS2014.pdf>: 1-10.
- K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. “Final Acceptance” means the written acceptance issued to Contractor by Owner of Final Completion, as more fully set forth in Section 6.06 B.

- M. "Final Completion" means that the Work of all Work Orders issued is fully and finally complete in accordance with the requirements of the Contract Documents, as more fully set forth in Section 6.06 A.
- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.04 A.
- O. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice. All notices to the Owner shall be sent to the attention of the Owner's Representative.
- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Work can begin. The Contractor shall not perform any Work prior to such date.
- Q. "Owner" means the Public Utility District No. 1 of Clark County (aka Clark Public Utilities), through its authorized representative(s) with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Owner's Representative" means a person or entity representing Owner within the limits of its delegated authority who will be the Owner's representative during the construction period for construction management, inspection, interpretation of the Contractor's performance consistent with the requirements of the Contract Documents, and other services of managing the Project on behalf of the Owner. Owner shall issue all communications to Contractor through Owner's Representative. The name of the Owner's Representative will be designated in the Notice to Proceed letter to the Contractor. The Owner's Representative may be a firm contracted with the Owner to provide these services, including but not limited to an architect, engineer, or construction manager, or may be an employee of the Owner. The Owner may designate multiple individuals or firms as Owner's Representative to fill different roles on the Project.
- S. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- U. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- V. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- W. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- X. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

- Y. “Work Order” is the written or electronic authorization by the Owner directing the Contractor to perform Work at a specific location for the unit or hourly rates bid by the Contractor on the Bid Form. Work orders may also be referred to as Service Orders.

### **1.02 ORDER OF PRECEDENCE**

Any conflict, error, discrepancy, or inconsistency in the Contract Documents, as amended by any addenda issued during the bidding period, shall be resolved by giving the documents precedence in the following order:

- A. Authorized Work Orders
- B. Approved Change Orders
- C. Signed Public Works Contract
- D. Modifications to the General Conditions Unit Price Contracts
- E. General Conditions for Clark Public Utilities Unit Price Contracts
- F. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
- G. Drawings
- H. Other attachments to the Contract Documents including, but not limited to, permits, maps, and reports.
- I. Signed and Completed Bid Form
- J. Instructions to Bidders
- K. Advertisement for Bids

### **1.03 EXECUTION AND INTENT**

Contractor Representations: Contractor makes the following representations to Owner:

- A. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work as represented by the Contract Documents. Contractor has included in the Contract Sum all incidentals for performing the Work, and shall complete the Work with all necessary material, equipment, labor, supplies, and subcontractors for the Contract Sum;
- B. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site(s) prior to proceeding with a Work Order, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site(s) or affect performance of the Work or the cost or difficulty thereof;
- C. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and

- D. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

## **PART 2 – INSURANCE AND BONDS**

### **2.01 CONTRACTOR'S LIABILITY INSURANCE**

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance documentation by Owner, and Contractor's maintenance of the required insurance shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. Contractor shall be responsible for payment of all deductible amounts as part of the insurance policies. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall have included in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all Additives and Alternates.

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work.
1. General Liability Insurance: Commercial General Liability (CGL) on ISO Occurrence Form CG 00 01 04 13 or most current edition or the equivalent endorsement form and the Contractor shall provide such endorsement to the Owner. Coverage shall include, but not be limited to:
    - a. Completed operations/products liability;
    - b. Explosion, collapse, and underground property damage (XCU) when the Project includes any blasting, excavating, digging, burrowing, filling, backfilling, moving, bulldozing, trenching, cutting, ditching, drilling, grading, paving, pile driving, or underground operations or similar operations. (There shall be no endorsement or modification of the CGL insurance limiting any liability arising from XCU);
    - c. Employer's liability coverage/stop gap liability;
    - d. Premises and operations
    - e. Independent contractors;
    - f. Personal injury and advertising injury; and
    - g. Liability assumed under an insured contract.
  2. Automobile Liability Insurance: Coverage for all owned, non-owned and hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 10 13 or most current edition or the equivalent endorsement form. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  3. Workers' Compensation coverage: Contractor shall comply with the Washington State Industrial Insurance Act (Title 51 RCW).

- B. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
  
- C. Owner as Additional Insured: All insurance coverages shall name the Public Utility District No. 1 of Clark County as an additional insured with respect to liability arising out of work performed by Contractor, and an additional insured endorsement to the General Liability and Automobile Liability policies must be provided to the Owner (ISO CG 20 10 04 13 or CG 20 33 04 13 or most current edition or the equivalent endorsement form) and Completed Operations (GG 20 37 04 13 or most current edition or the equivalent endorsement form). All insurance coverages shall be endorsed to be primary and non-contributory with any insurance maintained by the Public Utility District No. 1 of Clark County, provide a waiver of any rights of subrogation against the Public Utility District No. 1 of Clark County, and contain a severability of interest provision in favor of the Public Utility District No. 1 of Clark County, and all insurance documentation shall evidence full compliance with the above enumerated requirements.
  
- D. Subcontractors: The Contractor shall include all subcontractors at any tier as additional insureds, and ensure that the Contractor's coverage of subcontractors under the Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Contractor shall obtain from each subcontractor not insured under the Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of the Contract Documents.

## **2.02 COVERAGE LIMITS**

Insurance amounts: The Contractor shall maintain not less than the following coverage amounts:

- A. Commercial General Liability Insurance: \$1,000,000 each occurrence for Bodily Injury and Property Damage, \$2,000,000 Annual General Aggregate.
  - 1. \$2,000,000 Annual Aggregate for Completed Operations and Products Liability.
  
- B. Automobile Liability Insurance: \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

## **2.03 INSURANCE COVERAGE CERTIFICATES**

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed and signed certificate of insurance for the required insurance types and amounts and the required endorsements. The certificate of insurance shall list the project name, project number, and the following as the certificate holder: Clark Public Utilities, P.O. Box 8900, Vancouver, Washington 98668. Insurance carriers providing insurance in accordance with the Contract Documents shall have an A.M. Best rating of A:VII or better and the ratings shall be indicated on the insurance certificates.
  
- B. Policies and endorsements required: The Owner reserves the right to request, and the Contractor must submit, certified copies of any and all insurance policies and endorsements relating to the Contract.
  
- C. List Project info: All insurance certificates shall name Owner's Project number and Project title.

- D. Cancellation provisions: The Contractor shall provide to the Owner and all Additional Insureds for the Work with written notice of any policy cancellation, material alteration or amendment, reduction, restriction, or modification, within two business days of the Contractor's receipt of such notice.

#### **2.04 PAYMENT AND PERFORMANCE BONDS**

Conditions for bonds: The Contractor shall furnish a separate Payment Bond and Performance Bond, each for 100% of the Contract Award Amount, plus state sales tax, using the Payment Bond and Performance Bond form published by the Owner and included in Appendix A.

#### **2.05 ALTERNATIVE SURETY**

When alternative bonds required: Contractor shall promptly furnish acceptable payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. The surety is adjudged bankrupt or becomes insolvent, or its right to do business is terminated; or
- C. Any surety fails to furnish reports on its financial condition if required by Owner.

### **PART 3 – TIME AND SCHEDULE**

#### **3.01 PROGRESS AND COMPLETION**

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, and achieve completion of each Work Order issued within the Contract Time.

#### **3.02 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE**

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work, or for individual Work Orders issued for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
  - 1. Cancel the written notice suspending the Work; or
  - 2. Terminate the Work covered by the notice as provided in the termination provisions of Part 8.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.



- D. Equitable Adjustment for suspensions: At Owner's discretion, Contractor may be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, for individual Work Orders issued.

**3.03 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE**

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

**3.04 DELAY**

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
1. Acts of God or the public enemy;
  2. Acts or omissions of any government entity;
  3. Fire or other casualty for which Contractor is not responsible;
  4. Quarantine or epidemic;
  5. Strike or defensive lockout;
  6. Unusually severe weather conditions which could not have been reasonably anticipated; and
  7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: At Owner's discretion, Contractor may be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor may be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

### **3.05 NOTICE TO OWNER OF LABOR DISPUTES**

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

## **PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS**

### **4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW**

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications, Drawings, and Work Orders is to describe the Work for an individual Work Order in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, supplies, and all other facilities and incidentals necessary to perform the Work required by the Drawings, Specifications, and other provisions of the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.
- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to Owner's Representative in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, Work Orders, or written modifications unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it

knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.

- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions referred to Owner's Representative: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner's Representative. Owner's Representative will issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as determined necessary, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents.

#### **4.02 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS**

- A. Contractor does not own Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E or Owner, and A/E or Owner shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright, unless otherwise specified in the contract between the Owner and A/E. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

## **PART 5 – PERFORMANCE**

### **5.01 CONTRACTOR CONTROL AND SUPERVISION**

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, scheduling, sequences, procedures, safety precautions and programs, and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent individual (i.e. Superintendent, Foreman) who has authority to act for Contractor. The individual must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the individual from the Work or Project site, if Owner reasonably deems the individual incompetent, careless, or otherwise

objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.

- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, suppliers, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor to comply with ethical standards: Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any employee, official, or volunteer of the Owner that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this provision. The Owner reserves the right to terminate the Contract for any violation of this provision.

## **5.02 COMPLIANCE**

- A. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- B. Sales tax: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the State of Washington.
- C. Business License: Contractor shall maintain current Business Licenses as required by cities throughout Clark County through the Final Acceptance date.

## **5.03 PATENTS AND ROYALTIES**

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

## **5.04 PREVAILING WAGES**

- A. Contractor to pay Prevailing Wages: Contractor shall pay at least the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work, in accordance with Chapter 39.12 RCW and the rules and regulations of the Washington State Department of Labor and Industries. The Contractor is also responsible for the payment of prevailing wages to workers, laborers, or mechanics of all subcontractors, of any tier. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the

Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

A new Statement of Intent to Pay Prevailing Wages must be submitted by the Contractor and all subcontractors at the following intervals: beginning of the contract term, immediately after the effective date of the revised prevailing wages in March of each year, and immediately after the effective date of the revised prevailing wages in September of each year.

- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

In addition, new Affidavits of Wages Paid must be submitted by the Contractor and all subcontractors at the following intervals: immediately prior to the effective date of the revised prevailing wages in March of each year, and immediately prior to the effective date of the revised prevailing wages in September of each year.

- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent: By submitting each Application for Payment, Contractor certifies that prevailing wages have been paid in accordance with the approved pre-filed Statement(s) of Intent to Pay Prevailing Wages. Copies of the approved intent statement(s) shall be posted at the Contractor's local office and provided to any employee upon request along with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each Statement of Intent to Pay Prevailing Wages and/or Affidavit of Wages Paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.
- H. Applicable Prevailing Wages: The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Washington State Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The applicable prevailing wages for each individual Work Order shall be the prevailing wages in effect on the date the Work Order is issued. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner's Purchasing Department, located at 8600 NE 117<sup>th</sup> Avenue, Vancouver, Washington 98662. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this Project.

- I. Prevailing Wage Price Adjustments: Upon the effective date of revised prevailing wages adopted by the Department of Labor and Industries in March and September of each year, the Owner shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the Owner a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The Owner shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages (hourly wage rates and fringe benefits). The revised prevailing wages shall be effective for any Work Order issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the Contract shall be calculated and issued in writing by the Owner, but such changes shall not be included in a Change Order. To the extent that the Contract Sum changes, a Change Order will be issued as appropriate.

#### **5.05 HOURS OF LABOR**

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

#### **5.06 NONDISCRIMINATION**

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:
1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of any protected class described in RCW 49.60 including but not limited to age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, nor commit any other unfair practices as defined in RCW 49.60.

2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to any of the protected classes listed in RCW 49.60.
3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

#### **5.07 SAFETY PRECAUTIONS**

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining and supervising all safety processes and procedures associated with the performance of the Work.
- B. Safety manual and training: The Contractor shall develop and maintain an up-to-date Safety Manual for its employees and shall ensure that its subcontractors develop and maintain an up-to-date Safety Manual. As documentation that the Contractor has a Safety Manual, the Contractor shall, upon request, submit to the Owner a copy of the table of contents of the Safety Manual. Receipt of the table of contents by the Owner shall not imply that the Owner has reviewed or approved the adequacy of the Contractor's safety manual. Contractor shall ensure that its employees are properly trained and qualified to complete the Work.
- C. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall:
  1. Protect the lives and health of employees performing the Work and other persons who may be affected by the Work;
  2. Prevent damage to materials, supplies, and equipment whether on site or stored off-site;
  3. Prevent damage to other property at the site or adjacent thereto;
  4. Comply with all current applicable federal, state, local and WISHA safety rules, standards and requirements including any Owner safety rule(s) specifically governing the Work which may exceed any existing federal, state, local or WISHA safety rule, standard or requirement. WISHA safety standards include but are not limited to, Chapters 296-24, 296-27, 296-62, 296-45, 296-155, 296-800, WAC;
  5. Erect and maintain all necessary safeguards for such safety and protection;
  6. Notify owners of adjacent property and utilities when prosecution of the Work may affect them;
  7. Be liable for any non-compliance penalties or fines assessed by any such public bodies.

- D. Personal Protective Equipment (PPE) and Apparel:
1. PPE: Contractor will provide employees all Personal Protective Equipment (PPE) required to comply with applicable safety rules, standards and requirements.
  2. Clothing: Contractor shall ensure that all Contractor and Subcontractor employees wear Arc Rated clothing when working on the electrical distribution system or when potentially exposed to incident heat energy (Arc Flash or Flames). The minimum Arc Thermal Protective Value (ATPV) level of Arc Rated clothing required is 8cal/cm<sup>2</sup>.
  3. Face Shields: Contractor shall ensure that all Contractor and Subcontractor employees wear Arc Rated face shields when working on or accessing any energized underground electrical equipment. This requirement includes working on any energized primary or secondary equipment or conductors up to and including setting or removing an electrical meter from an energized meter base. The minimum ATPV requirement for the face shield is 12 cal/cm<sup>2</sup>.
- E. Contractor to maintain safety records: In compliance with Chapter 296-27 WAC Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease or damage to property, materials, supplies or equipment. Contractor shall immediately report any such incident to Owner. Owner shall have a right of access to all Contractor safety records.
- F. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
    - a. WAC: The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
    - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
    - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and Safety Data Sheets (SDS) required by Chapter 296-901-140 WAC.
  2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
    - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
    - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
    - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site



from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and

- d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the Safety Data Sheet (SDS) material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- G. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic (including, but not limited to, asbestos concrete pipe), or harmful substances shall include the following duties:
- 1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
  - 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- H. Public safety and traffic: All Work shall be performed in accordance with Division 1 (Section 1-10 Temporary Traffic Control) with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- I. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- J. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- K. Site specific requirements: Prior to starting work Contractor must:
- 1. Submit a site-specific safety plan, in compliance with WISHA requirements, identifying specifics of their project, site conditions, work processes and any hazards associated with completing the Work.

2. Provide the name and contact information for onsite designated employee in charge of safety. In addition Contractor must identify employee(s) that are trained in First Aid, CPR and AED use.
  
- L. Work on electrical transmission and distribution systems: The Contractor shall comply with all laws and regulations, including but not limited to the applicable Safety Standards for Electrical Workers in Chapter 296-45 of the Washington Administrative Code (WAC). Without limiting the Contractor's responsibilities for being familiar with and complying with all applicable regulations, the Contractor shall be familiar with and comply with WAC 296-45-035, WAC 296-45-065, WAC 296-45-325, and WAC 296-45-475 as applicable.

Prior to the Contractor entering the project site of an electrical transmission and distribution system, the Contractor shall provide documentation acceptable to the Owner that each employee of the Contractor identified as a Qualified Electrical Employee meets the definition of a Qualified Electrical Employee as defined in WAC 296-45-035 and has received the training required by WAC 296-45-065.

#### **5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS**

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials and equipment, to Owner-approved areas, and shall not unreasonably encumber the Project site or public right-of-way with materials or equipment that are not being used for the immediate work.
  
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
  
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
  
- D. Ownership and reporting by Contractor of demolished materials: Unless otherwise noted in Contract Documents, ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
  
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
  
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the applicable Work Order is completed, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the completion of a Work Order, and shall repair or replace

without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

- G. Dust control: Contractor shall implement dust control measures on and around the Project site, as often as necessary to control dust for every calendar day of the Project.
- H. Erosion and Sediment control: The Contractor shall not permit sediment laden water to flow into the street storm drainage system. The Contractor shall clean sediment build up on the streets prior to completion of a Work Order. If the scale of the project meets applicable requirements, Contractor may be required to have an employee successfully complete formal training in erosion and sediment control by a recognized organization acceptable to the Utility. The Contractor will be given a reasonable time frame to meet this requirement (Clark County Storm-water and Erosion Control Ordinance Chapter 40.386 of Clark County Code).The Owner shall determine whether Contractor is in compliance with this paragraph.

#### **5.09 PRIOR NOTICE OF EXCAVATION**

- A. Excavation defined; Use of locator services: "Excavation" and "excavate" means any operation, including the installation of signs, in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services, consistent with RCW 19.122.

#### **5.10 UNFORESEEN PHYSICAL CONDITIONS**

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both.

#### **5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS**

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall not subject any part of the Project to stresses or pressures that will endanger it. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

#### **5.12 LAYOUT OF WORK**

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

#### **5.13 MATERIAL AND EQUIPMENT**

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner's Representative, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be asbestos free.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner. "Defective" describes Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspection, test, or approval required by the Contract Documents, or has been damaged prior to approval of final payment.

#### **5.14 TESTS AND INSPECTION**

- A. Contractor to provide for testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the

Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:

1. Constitute or imply acceptance;
  2. Relieve Contractor of responsibility for providing adequate quality control measures;
  3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
  5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- E. Owner's inspector: Owner's Representative may appoint inspectors to inspect all materials used and all Work done. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of the materials to be used. The inspectors are not authorized to revoke, alter, enlarge, or relax the provisions of the Contract Documents, nor to approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents. An inspector is placed on the Work site to review the Work and to keep the Owner's Representative informed as to the progress of the Work and the manner in which it is being done. The inspector shall also call the attention of the Contractor to any deviations from the Contract Documents, but failure of the inspector or Owner's Representative to call the attention of the Contractor to faulty Work, deviations from, or infringements upon the Contract Documents shall not constitute acceptance of said Work. The inspector has the authority to reject defective material and to suspend any Work that is being improperly done, subject to the final decision of the Owner's Representative. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by the Owner's Representative, and such inspection duties may also be performed by the Owner's Representative.
- F. Owner visits to site: The Contractor shall provide access, at reasonable times, to the Owner's Representative and other agents of the Owner for observation of the Work, inspection, and testing. The Contractor shall provide proper and safe facilities for such access. The Owner's Representative and/or inspector will observe the progress and quality of the executed Work and determine, in general, if the Work and Project is proceeding in accordance with the Contract Documents. Owner's Representative and/or inspector are not required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. The efforts of the Owner's Representative and/or inspector will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents. Neither observations by the Owner's Representative and/or inspectors, nor inspections, tests or approvals by persons other than the Contractor shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

#### **5.15 CORRECTION OF NONCONFORMING WORK**

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after completion of a Work Order and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- E. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- F. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- G. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents.
- H. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

#### **5.16 CLEAN UP**

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste

materials, and other debris resulting from the Work. Before completing the Work, Contractor shall remove from the premises all waste materials, rubbish, debris, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

#### **5.17 ACCESS TO WORK**

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

#### **5.18 OTHER CONTRACTS**

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

#### **5.19 SUBCONTRACTORS AND SUPPLIERS**

A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph 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 Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph 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 as a contractor 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) or be suspended or debarred from working on a federally funded project according to the federal website [www.sam.gov](http://www.sam.gov).; and;
5. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 29 limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 31 49.52 RCW.

- B. Provide names of Subcontractors and use qualified firms: No later than five (5) days after the Notice to Proceed date, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors. Upon request, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents.
- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds. Nothing in the Contract Documents shall imply any contractual relationship between any Subcontractor and the Owner.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 8.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
  2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
  3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

## **5.20 WARRANTY OF CONSTRUCTION**

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:



1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
  2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
  3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
  4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

#### **5.21 INDEMNIFICATION**

- A. Contractor to indemnify Owner: To the fullest extent permitted by law, Contractor hereby agrees to indemnify and hold harmless the Owner, its appointed and elective officers, its employees, and its agents (including its A/E contractors) (collectively "Indemnitees"), from and against any and all suits, liabilities, claims, actions, losses, costs, penalties, fines, and damages of whatever kind and nature, including attorney fees, expert witness fees, and costs, by reason of any and all claims and demands on the Indemnitees, arising out of or in any manner related to or connected with (directly or indirectly) any operations, presence, services, work, or activities of Contractor, or its agent and/or anyone directly or indirectly employed or engaged by Contractor, including, without limitation, its employees, subcontractors and suppliers, at any level or subtier (collectively the "Contractors"). Such liabilities shall include, without limitation, claims for bodily injury, personal injury, or death, including, without limitation, injury to or death of any employees of the Contractors, personal and real property damage, including, without limitation, loss of and loss of use of any and all such property, breach of warranty, breach of standard of care, errors and omissions, breach of contract, patent infringement, penalties imposed or any damages or loss as a result of the violation of any law, order, code, citation, rule, regulation, standard, ordinance or statute.

The indemnity and hold harmless obligations set forth herein shall apply regardless of the active or passive negligence, other fault, or liability of the Indemnitees; provided, however, that (i) in no event shall Contractor be obligated to indemnify the Indemnitees, for liabilities or damages arising out of, caused by, or resulting from the sole negligence of the Indemnitees; and (ii) with respect to indemnification against liabilities for damages arising out of, caused by, or resulting from the concurrent negligence of (a) the Indemnitees, and of (b) the Contractors, Contractor's said indemnification obligations extend only to the extent caused by the negligence of the Contractors.

- B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under Title 51 RCW, the Industrial Insurance Act, or any other employee benefit acts. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity as to Owner and A/E only, under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Indemnification section shall survive the expiration or termination of the Contract.

## **PART 6 – PAYMENTS AND COMPLETION**

### **6.01 CONTRACT SUM**

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus any applicable state sales tax for performance of the Work, in accordance with the Contract Documents.

### **6.02 APPLICATION FOR PAYMENT**

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed for each Work Order in accordance with the Contract Documents. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. Suitable facility or location: The material will be placed in a facility or location that is suitable for the materials to be stored which may require a location that is structurally sound, dry, and lighted;
  2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
  3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
  4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
  5. Security of materials: A description of how the location or facility where the material will be stored is secure against theft, damage, or risk to the public. The Contractor bears liability for any theft, damage, or risk to the public arising out of the storage of the materials;
  6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
  7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and

8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

### **6.03 PROGRESS PAYMENTS**

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with Chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance of all Work, completion of all Work Orders, and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. Owner may permit Contractor to submit a retainage bond on an Owner provided form in lieu of the retained funds.
- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Retainage Options: Retainage reserved under the provisions of Chapter 60.28 RCW shall, upon the written designation and option of the Contractor be:
1. Retained in a non-interest bearing fund by the Owner; or
  2. Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved by the Owner under the provisions the Contract shall be paid to the Contractor; or
  3. Placed in escrow with a bank or trust company by the Owner. When monies reserved are to be placed in escrow, the Owner will transfer the retainage amount to the bank or trust company. Such amount shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow. Interest on the bonds and securities may be paid to the Contractor as the interest accrues; or
  4. Contractor may opt to submit a bond in lieu of the Owner withholding retainage. Such bond must be on an Owner supplied retainage bond form.

### **6.04 PAYMENTS WITHHELD**

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;

2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
  3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work;
  4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
  5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with Chapter 39.76 RCW.

#### **6.05 RETAINAGE AND BOND CLAIM RIGHTS**

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

#### **6.06 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT**

- A. Final Completion defined: Final Completion shall be achieved when the Work of all Work Order issued is fully and finally complete in accordance with the requirements of the Contract Documents. Prior to Final Completion, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors or suppliers, including the amounts and other details thereof. The date Final Completion is achieved shall be established by Owner in writing, and such date shall also constitute Final Acceptance.
- B. Final Acceptance defined: Final Acceptance shall be the documentation that the Owner has declared Final Completion. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment for any Work Order by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work.

### **PART 7 – CHANGES**

#### **7.01 CHANGES IN THE WORK**

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through

the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made, and such adjustment(s) shall be incorporated into a Change Order.

- B. Owner may request Change Order Proposal from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Change Order Proposal negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time.
- F. Field Orders: The Owner may direct the Contractor to proceed with a change in the work through a written Field Order when the time required to price and execute a Change Order would impact the Project.

The Field Order shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost
5. The supporting cost data to be submitted

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Order work until that work has been incorporated into an executed Change Order.

## **7.02 CHANGE IN THE CONTRACT SUM**

### **A. General Application**

1. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
  - a. Fixed Price: On the basis of a fixed price.
  - b. Unit Prices: By application of unit prices to the quantities of the items involved.
  - c. Time and Materials: On the basis of time and materials.
2. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 1 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

### **B. Change Order Pricing – Fixed Price**

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. Breakdown and itemization of details on Change Order Proposal: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit.
2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. Overhead and Profit: The Contractor may mark up the cost of the Work by a maximum of 18% to cover overhead, profit, bonding and insurance.

### **C. Change Order Pricing – Unit Prices**

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
  - a. Scope: Scope of work to be performed;
  - b. Reimbursement basis: Basis of reimbursement including pre-agreed rates for material quantities; and
  - c. Reimbursement limit: Cost limit of reimbursement.

2. Contractor responsibilities: Contractor shall:
  - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
  - b. Leave access as appropriate for quantity measurement; and
  - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs and satisfy the following requirements:
  - a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
  - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

**D. Change Order Pricing – Time-and-Material Prices**

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
  - a. Scope: Scope of Work to be performed;
  - b. Reimbursement basis: Basis of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
  - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
  - a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
  - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
  - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
  - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
  - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs and additional verification supported by:

- a. Timesheets: Labor detailed on daily time sheets; and
- b. Invoices: Invoices for material.

### **7.03 CHANGE IN THE CONTRACT TIME**

- A. Change Order Proposal requests for Contract Time: The Contract Time shall only be changed by the agreement of the Owner's Representative.

## **PART 8 – TERMINATION OF THE WORK**

### **8.01 TERMINATION BY OWNER FOR CAUSE**

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
  - 1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure completion of each Work Order within the Contract Time;
  - 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
  - 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
  - 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
  - 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
  - 6. Contractor fails to maintain insurance: Contractor fails to maintain current insurance coverage as required in the Contract Documents;
  - 7. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
  - 8. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
  - 1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
  - 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.19; and



3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
  
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
  
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 8.02 B, and shall not be entitled to receive further payment until the Work is accepted.
  
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
  
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
  
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminate Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 8.01 A exist, then such termination shall be deemed a termination for convenience pursuant to Section 8.02.

## **8.02 TERMINATION BY OWNER FOR CONVENIENCE**

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
  
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
  1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
  
  2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
  
  3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
  
  4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
  
  5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and

6. Continue performance not terminated: Continue performance only to the extent not terminated.
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

## **PART 9 – MISCELLANEOUS PROVISIONS**

### **9.01 GOVERNING LAW**

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in Clark County, Washington.

### **9.02 SUCCESSORS AND ASSIGNS**

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

### **9.03 MEANING OF WORDS**

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

### **9.04 RIGHTS AND REMEDIES**

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

#### **9.05 CONTRACTOR REGISTRATION**

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

#### **9.06 TIME COMPUTATIONS**

Computing time: When computing any period of time, the day of the event from which the period of time begins shall be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

#### **9.07 RECORDS RETENTION**

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records are subject to audit and shall be retained for a period of not less than 6 years after the date of Final Acceptance.

#### **9.08 THIRD-PARTY AGREEMENTS**

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

#### **9.09 ANTITRUST ASSIGNMENT**

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

#### **9.10 HEADINGS AND CAPTIONS**

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

## **PART 1 - GENERAL**

### 1.1 GENERAL INFORMATION

- A. Scope of Work: The Contractor shall perform the Work as required by the Contract Documents in a manner consistent with the Contract Documents. The project includes but is not limited to the following:
1. Pruning, cutting, treating and disposing of trees and brush.
- B. Contractor to Provide Crews and Equipment: The Contractor shall provide the following crews and associated equipment, as described on the Bid Form and in Sections 1.2 and 1.3 below:
1. Three 3 person Heavy Crews (Schedule A on the Bid Form)
  2. One 1 person Service Crew (Schedule B on the Bid Form)
  3. One 2 person Service Crew (Schedule C on the Bid Form)

The Owner reserves the right to issue Work Orders for additional Heavy Crews beyond those specified, and/or to require a Tree Trimmer Groundperson on the 2 Person Service Crew. Additional crew and equipment rates will be invoiced at the rates listed on the Bid Form. Such changes shall not be included in a Change Order. To the extent that the Contract Sum changes, a Change Order will be issued as appropriate.

- C. Project Location: All Work will be along streets, roads and easements in the vicinity of Clark County, WA.
- D. Standards: The Contractor shall perform the Work in accordance with and consistent with the Clark Public Utilities Vegetation Management Standards Rev. 8/6/2013.
- E. Outages and Dispatcher Notification: Electric circuits are to continue in normal operation while performing the Work. The Contractor agrees to secure from the Owner information as to the nature of the circuits involved before Work on any Work Order is commenced.

The Contractor shall notify the Owner's Dispatcher of any unusual circumstances or incidents, which could affect the electric system.

- F. Procedures for Issuing Work Orders:
1. The Work shall be assigned by the Owner through Work Orders.
  2. The Owner's Representative shall identify the need for specific work assignments under the Contract, and shall issue a Work Order to the Contractor to perform the work, consistent with the scope of work of the Contract and consistent with the unit or hourly prices bid by the Contractor on the Bid Form.
  3. The Work Order shall identify the location and quantity of the work to be performed.

4. The Owner's Representative shall either verbally or in writing on the Work Order identify the expected completion date for the work included in the Work Order, and shall monitor the quality and timeliness of the Contractor's performance under the Work Order.
  5. The Contractor shall complete paperwork associated with each Work Order issued as required by Owner.
  6. The Contractor shall provide periodic status of each Work Order as defined by Owner.
  7. The Owner has the right to prioritize Work Orders issued depending on need or urgency.
  8. The Owner may request that the Contractor receive and complete Work Orders issued on an electronic device, provided by the Owner. The Contractor will implement and adhere to the Owner's security guidelines for electronic devices.
  9. The Contractor shall submit separate invoices for the work of each Work Order after the work has been completed to the Owner's satisfaction.
  10. The Owner shall withhold 5% of each invoice submitted by the Contractor as retainage, consistent with chapter 60.28 RCW. The retainage shall be released to the Contractor only after the completion of the three-year Contract term, or if the Contract is extended by one additional year, after the completion of the fourth and final year of the Contract. Retainage shall only be released after resolution of any claims filed against the retainage and after receipt of releases from the following three State of Washington departments: Revenue, Employment Security, Labor and Industries. The General Conditions provide more detailed information regarding the procedures and requirements for managing and releasing retainage.
- G. Payment: The Owner will pay the Contractor 30 days after receipt of a properly completed Application for Payment or invoice. Invoices must be submitted on a monthly basis. Invoices must reference Owner's PO number, contain an itemized breakdown of hours worked and equipment utilized, and be accompanied by timesheets for the Work Orders completed for that billing cycle. All invoices must be mailed to the Owner's Representative: Jim Huggins, Forestry Maintenance Manager, PO Box 8900, Vancouver, WA 98668 for review, approval, and payment. The General Conditions for Unit Price Contracts includes additional provisions regarding payments.
- H. Fuel and Fueling:
1. Fuel: All equipment and vehicle fuel costs shall be included as part of the Contractor's bid prices. The Owner will not increase the Contract Sum to directly pay for or reimburse the Contractor for any fuel costs.
  2. Fueling: The Contractor must fuel its equipment and vehicles for the Work at times other than during normal crew shift hours (prior to the start or at the end of

the shift). All costs associated with the Contractor fueling its equipment and vehicles, including but not limited to the time associated with fueling, shall be included as part of the Contractor's bid prices. The Owner will not increase the Contract Sum to pay for costs associated with fueling equipment and vehicles. The Owner will deduct from Applications for Payment any charges for time spent fueling equipment and vehicles that was performed during a normal crew shift hours.

- I. Pre-Trip and Safety Inspection: The Contractor must perform required pre-trip and safety inspections for all equipment and vehicles prior to the start of the normal crew shift hours. All costs associated with the pre-trip and safety inspections shall be included as part of the Contractor's bid prices. The Owner will not increase the Contract Sum to pay for costs associated with pre-trip and safety inspections. The Owner will deduct from Applications for Payment any charges for time spent performing pre-trip and safety inspections during normal crew shift hours.
- J. Contract Term: This Contract shall be in effect for three years from the date of execution unless terminated otherwise in accordance with the provisions of the Contract Documents. The Owner reserves the right to extend the contract for an additional one-year period with a Change Order.
- K. Cost Escalation: The Owner's procedures and frequency for calculating cost escalation of hourly labor rates are described in Section 5.04 I of the General Conditions for Unit Price Contracts.
- L. Tree Removal Permits: The Owner will obtain any required permits from the appropriate jurisdiction for tree removal along lines to be trimmed.
- M. Customer Tree Removal: If not provided by Owner, the Contractor must obtain a signed Forestry/Maintenance Permit (Waiver) from customer prior to any tree removal Work completed on the customer's property.
- N. Customer Notification: The Contractor must coordinate customer notification in advance of any planned Work impacting a customer. This may be accomplished by contacting the customer by phone, physical visit, or posting a notice at the customer's premises.

The Contractor shall comply with all reasonable requests of the landowners and tenants relative to access to right-of-way and to the general conduct of the Work.

All customers will be treated with the utmost respect.

- O. Complaints: The Contractor shall refer to the Owner's Representative any customer concerns not satisfactorily addressed by crew Foreman.

## 1.2 HEAVY CREWS

- A. Scope of Work: The cost of this Work is included in Schedule A on Bid Form and includes but is not limited to the following: pruning, cutting, treating and disposing of trees and brush along and under Utility communications, service, distribution and transmission lines.
- B. Crew Size and Number of Crews:
1. Three - 3 person Heavy Crews (Schedule A of the Bid Form)
    - a. Each full crew shall be headed by a Foreman and will consist of at least three men.
    - b. At all times, a full crew and all equipment specified shall be working on Work issued by Work Orders, or the crew shall discontinue work at the discretion of the Owner's Representative.
- C. Experience:
1. Foreman and Tree Trimmer on each crew must be journeyman personnel experienced in this work and possess proper credentials, including a valid herbicide applicators license.
    - a. Ten (10) years of experience in the trade is preferred for Foremen.
    - b. Five (5) years of experience in the trade is preferred for Tree Trimmers.
- D. Equipment Requirements: The following equipment and tools will be required for each crew.
1. Equipment Age: Equipment must be operationally safe and reliable with an equipment age of less than five (5) years.
  2. Aerial Device & Equipment - 60/70' Lift: Fully articulated lift truck constructed and equipped for tree trimming. Minimum ground to basket height shall be 60/70 feet. The boom shall be an over-center type with 360 degrees continuous rotation. Lift shall have a chip box with a minimum 11 cubic yard capacity with a hydraulic dump system. Each unit shall carry a sufficient number of chain saws to keep the crew productively engaged. Each truck shall at a minimum carry the following equipment:
    - a. Cellular phone
    - b. Two way radio to use for communication while flagging
    - c. Gas-powered portable blower
    - d. (2) each of the following hydraulic extension cutting tools:
      - i. Stick saw
      - ii. Circle saw
      - iii. Pruner
    - e. Gas powered chain saws: (3) 16" bar or larger, (1) 42" bar
    - f. Manual pole pruner – 12 ft.
    - g. Manual pole saw – 16 ft. minimum
    - h. (2) manual tree saws
    - i. (2) sets of climbing gear (hooks, saddles, climbing line, and hand lines)
    - j. (2) sheave blocks (4" minimum)
    - k. 1-3/4" bull line (200 ft. minimum)

- l. Herbicide and application tools
  - m. Hand tools – including ax, sledge, wedges, shovel, broom, rake, and fork.
  - n. Traffic and safety control equipment
  - o. Portable lighting and flares sufficient to support effective emergency work after dark.
  - p. Tire chains
- 3. Chipper Dump Truck: Enclosed bed, hydraulic dump and a minimum 11 cubic yard chip bed.
  - 4. Chipper: Brush, self-feeding chipper

### 1.3 SERVICE CREWS

- A. Scope of Work: The cost of this Work is included in Schedule B and Schedule C on Bid Form and includes but is not limited to the following: pruning, cutting, treating and disposing of trees and brush along and under Utility communications, service, distribution lines.
- B. Crew Size and Number of Crews:
  - 1. One 1 person Service Crew (Schedule B of the Bid Form)
    - a. Consisting of qualified Tree Trimmer Foreman
  - 2. One 2 person Service Crew (Schedule C of the Bid Form)
    - a. Consisting of a qualified Tree Trimmer Foreman and Tree Trimmer Journeyman.
- C. Experience:
  - 1. Foreman and Tree Trimmer on each crew must be journeyman personnel experienced in this work and possess proper credentials, including a valid herbicide applicators license.
    - a. Ten (10) years of experience in the trade is preferred for Foremen.
    - b. Five (5) years of experience in the trade is preferred for Tree Trimmer.
- D. Equipment Requirements for Schedule B of the Bid Form: The following equipment and tools will be required for each crew.
  - 1. Equipment Age: Equipment must be operationally safe and reliable with an equipment age of less than five (5) years.
  - 2. Aerial Device & Equipment - 38' Lift: Lift truck with a hydraulic tool circuit. Each truck shall at a minimum carry the following equipment:
    - a. Cellular phone
    - b. Two way radio to use for communication while flagging
    - c. Dielectric gas powered chain saw extendable to approximately 20 ft.
    - d. Gas powered chain saw with 16" bar or larger



- e. Hand tools – including ax, sledge, wedges, shovel, broom, rake, and fork.
  - f. Herbicide and application tools.
  - g. Portable lighting and flares sufficient to support effective emergency work after dark.
  - h. Tire chains.
  - i. Fiberglass pole saw extendable to approximately 20 ft.
- E. Equipment Requirements for Schedule C of the Bid Form: The following equipment and tools will be required for each crew.
- 1. Aerial Device & Equipment - 55' Lift: Fully articulated lift truck constructed and equipped for tree trimming. Minimum ground to basket height shall be 55 feet. The boom shall be an over-center type with 360 degrees continuous rotation. Lift shall have a chip box with a minimum 11 cubic yard capacity with a hydraulic dump system. Each unit shall carry a sufficient number of chain saws to keep the crew productively engaged. Each truck shall at a minimum carry the following equipment:
    - a. Cellular phone
    - b. Two way radio to use for communication while flagging
    - c. Gas-powered portable blower
    - d. (2) each of the following hydraulic extension cutting tools:
      - i. Stick saw
      - ii. Circle saw
      - iii. Pruner
    - e. Gas powered chain saws: (3) 16" bar or larger, (1) 42" bar
    - f. Manual pole pruner – 12 ft.
    - g. Manual pole saw – 16 ft. minimum
    - h. (2) manual tree saws
    - i. (2) sets of climbing gear (hooks, saddles, climbing line, and hand lines)
    - j. (2) sheave blocks (4" minimum)
    - k. 1-3/4" bull line (200 ft. minimum)
    - l. Herbicide and application tools
    - m. Hand tools – including ax, sledge, wedges, shovel, broom, rake, and fork.
    - n. Traffic and safety control equipment
    - o. Portable lighting and flares sufficient to support effective emergency work after dark.
    - p. Tire chains
  - 2. Chipper: Brush, self-feeding chipper

#### 1.4 ADDITIONAL EQUIPMENT & LABOR RATES

A. Equipment Requirements for Schedule D of the Bid Form: The following equipment may be authorized by Work Order on an as needed basis.

1. Equipment Age: Equipment must be operationally safe and reliable with an equipment age of less than five (5) years.
2. Aerial Device & Equipment - 100' Lift: Minimum ground to basket height shall be 100 feet. The boom shall be an over-center type with 360 degrees continuous rotation. Each unit shall carry a sufficient number of chain saws to keep the crew productively engaged. Each truck shall at a minimum carry the following equipment:
  - a. Cellular phone
  - b. Two way radio to use for communication while flagging
  - c. Gas-powered portable blower
  - d. (2) each of the following hydraulic extension cutting tools:
  - e. Stick saw
  - f. Circle saw
  - g. Pruner
  - h. Gas powered chain saws: (3) 16" bar or larger, (1) 42" bar
    - iv. Manual pole pruner – 12 ft.
    - v. Manual pole saw – 16 ft. minimum
    - vi. (2) manual tree saws
  - i. (2) sets of climbing gear (hooks, saddles, climbing line, and hand lines)
  - j. (2) sheave blocks (4" minimum)
  - k. 1-3/4" bull line (200 ft. minimum)
  - l. Herbicide and application tools
  - m. Hand tools – including ax, sledge, wedges, shovel, broom, rake, and fork.
  - n. Traffic and safety control equipment
  - o. Portable lighting and flares sufficient to support effective emergency work after dark.
  - p. Tire chains

B. Overtime Rates: The Overtime Rates included in Schedule D of the Bid Form may be authorized by Work Order on an as needed basis. No overtime Work may be performed without authorization by the Owner.

The minimum overtime rates as required by the Department of Labor and Industries are as follows:

1. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

**END OF SECTION**

## APPENDIX A

00 21 00 Instructions to Bidders

- ◆ Bid Bond
- ◆ Public Works Contract
- ◆ Payment Bond
- ◆ Performance Bond

00 72 00 General Conditions

- ◆ Retainage Bond

**BID BOND**  
**to Public Utility District No. 1 of Clark County**

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS: That we \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety,  
are jointly and severally held and firmly bound unto Public Utility District No. 1 of Clark  
County, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the  
Principal's Total Bid price for the work, this sum not to exceed  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(hereinafter referred to as "penal sum") of lawful money of the United States, for the  
payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of:

(Project Name) \_\_\_\_\_ (Project Number) \_\_\_\_\_

NOW, THEREFORE the condition of this obligation is such that if the Principal is  
awarded the Contract, and if the Principal, within the time specified, fulfills all of the  
requirements of the Contract Documents which are conditions precedent to the  
execution of the Contract, enters into, executes and delivers to the Obligee an  
agreement on the form provided by the Obligee complete with evidences of insurance,  
and if the Principal, within the time specified, gives to the Obligee the Performance and  
Payment Bonds on the forms provided by the Obligee, then this obligation shall be void;  
otherwise, the Principal and Surety shall pay unto the Obligee the penal sum; provided  
however, in no event shall the Surety's liability exceed the penal sum.

AND IT IS HERBY DECLARED AND AGREED that the Surety shall be liable under this  
obligation as Principal, and that nothing of any kind or nature whatsoever that will not  
discharge the Principal shall operate as a discharge or a release of liability of the  
Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be  
binding upon and inure to the benefit of the Principal, the Surety and the Obligee and  
their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Tel: _____	Tel: _____

Note: A currently dated power of attorney must be provided which appoints the Surety's true and lawful attorney-  
in-fact to make, execute, seal and deliver this bid bond.





**RETAINAGE BOND**  
**Contract No. \_\_\_\_\_**

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS: That \_\_\_\_\_,  
a corporation existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do  
business in the State of Washington, as Principal, and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact the  
business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto Public Utility  
District No. 1 of Clark County, Washington (Utility), and are similarly held and bound unto the beneficiaries of the  
trust fund created by Chapter 60.28 Revised Code of Washington (RCW), and their heirs, executors, administrators,  
successors and assigns in the penal sum of  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), plus 5% of any increases in the contract amount that have occurred or may occur, due to  
change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, the Principal has executed Contract for  
\_\_\_\_\_  
(Contract No. \_\_\_\_\_)  
with the Utility; and

WHEREAS, said Contract and Chapter 60.28 RCW require the Utility to withhold from the Principal the sum of five  
percent (5%) from monies earned by the Principal on estimates during the progress of the work, hereinafter referred  
to as earned retained funds; and

WHEREAS, the Principal/Surety has requested that the Utility accept a bond in lieu of earned retained funds as  
allowed under Chapter 60.28 RCW.

NOW, THEREFORE, this obligation is such that the Surety, its successors and assigns, are held and bound unto the  
Utility and unto all beneficiaries of the trust fund created by RCW 60.28.011 (1) in the aforesaid sum. This bond,  
including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth  
for retained percentages in Chapter 60.28 RCW. The condition of this obligation is such that if the Principal shall  
satisfy all payment obligations to persons who may lawfully claim under the trust fund created pursuant to Chapter  
60.28 RCW, to the Utility, fulfill all of the requirements of Chapter 39.12 RCW, and indemnify and hold the Utility  
harmless from any and all loss, costs, and damages that the Utility may sustain by release of said retainage to  
Principal/Surety, then this obligation shall be null and void provided the Surety is notified by Utility that the  
requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by Utility; otherwise it shall  
remain in full force and effect.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The  
Surety will not be discharged or released from liability for any act, omission, or defense of any kind or nature that  
would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the  
benefit of the Principal, the Surety, the Utility, and, the beneficiaries of the trust fund created by Chapter 60.28,  
Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make,  
execute, seal and deliver this bond.

**Public Utility District No. 1 of Clark County  
PUBLIC WORKS CONTRACT**

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

THIS CONTRACT, awarded as of \_\_\_\_\_, 20\_\_\_, is made and entered into by and between the Public Utility District No. 1 of Clark County, Washington (Owner), and \_\_\_\_\_, a \_\_\_\_\_ Corporation / Partnership / Sole Proprietor, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained in the Contract Documents.

The Contract Documents shall include the Advertisement for Bids, Instructions to Bidders, completed Bid Form, Payment Bond, Performance Bond, General Conditions for Clark Public Utilities Unit Price Contracts (last revised September 14, 2017), Modifications to the General Conditions Unit Price Contracts, this Public Works Contract, Drawings, Specifications, Attachments and the following Addenda:

Addendum No. 1	Dated:	Addendum No. 2	Dated:
Addendum No. 3	Dated:	Addendum No. 4	Dated:

The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and the first Work Order has been issued. The Contractor shall complete the work of each Work Order within the number of calendar days agreed upon between the Owner and Contractor.

This Contract shall be in effect for three years from the date of execution unless terminated otherwise in accordance with the provisions of the Contract Documents. The Owner reserves the right to extend the contract for an additional one-year period with a Change Order.

The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents and identified in each Work Order, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. The Owner does not warrant expressly or by implication that the actual quantities of work will correspond with the estimated quantities on the Bid Form. This is a unit price contract, and Owner hereby agrees to pay the Contractor for each Work Order based on actual quantities of each item of work completed in accordance with the Contract Documents, up to the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:



