

# PUBLIC UTILITY DISTRICT NO. 1 OF WAHKIAKUM COUNTY



## 2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT Project No. 25-1183

### ***Solicitation Package Outline / Requirements***

Section A	Notice to Qualified Roster Participants
Section B	Instructions to Bidders
Section C	Proposal Form
Section D	Technical Specifications
Section E	Drawings (none at this time)
Section F	Sample Contract
Section G	Sample Bid Bond
Section H	Sample Payment Bond
Section I	Sample Performance Bond
Section J	Sample Certification of Compliance

**2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT**  
Small Public Works Project No. 25-1183

**SECTION A: NOTIFICATION FOR SMALL PUBLIC WORKS PROCESS BIDS**

Responses will be received by Public Utility District No. 1 of Wahkiakum County (District). Responses are due no later than 2:00 PM Local, February 27, 2025.

***TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$125,000.00 (including tax).***

Complete plans and specifications and contract documents will be sent directly to bidders.

Note: Only contractors notified directly by the DISTRICT regarding this solicitation may respond. If you did not receive notice directly from the DISTRICT regarding this solicitation you are likely not eligible to participate.

Bids are to be made on all items covered in the proposal, for the complete work.

Each bid shall be accompanied by a certified check or bid bond, payable to the order of Public Utility District No. 1 of Wahkiakum County in the sum of 5% of the total amount of the bid, to be forfeited to the District by the successful bidder in case he fails to enter into contract and file and acceptable performance and payment bond in the sum of the contract price to fill the conditions of said contract within ten (10) days from the date on which he is notified that he is the successful bidder. No bidder may withdraw his bid after the hour set for the opening thereof or before contract award unless said award is delayed for a period exceeding thirty (30) days. Bid security may be presented as a PDF and attached to the bid package.

All proposals must be made on the District's Proposal form and in accordance with the Instructions.

The Solicitation Representative is Dan Kay, General Manager, and is the sole point of contact in the District for this procurement. All communication with the District regarding this solicitation shall be with the Solicitation Representative.

Dan Kay  
[gm@wahkiakumpud.org](mailto:gm@wahkiakumpud.org)  
45 River Street  
Cathlamet, WA 98612  
360-795-3266

## 2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT

Small Public Works Project No. 25-1183

### SECTION B: INSTRUCTIONS TO BIDDERS

1. **Instructions and Bid Requirements.** Bidders will observe the following instructions. These instructions are supplemental and in addition to those contained in the solicitation documents and must be observed in preparing bids.
2. **Bid Documents.** Complete documents, plans and specifications and contract documents are available to prequalified contractors list at <https://www.wahkiakumpud.org/bid-requests>.
3. **Bids.** Bids must be for the items and/or alternates as specified by the Contract Documents. No bid for less than one complete job item will be considered. Alternate bids not called for in the specifications will be considered at the discretion of the District.
4. **Bid Forms.** Bids shall be made upon the Proposal forms herein furnished with all details completely and properly filled out. The Contract will be drawn on the Contract form bound herewith. *Bid Proposal Form* must be filled in with ink or typewritten, with signatures in longhand. No alterations or interlineations will be permitted, unless made before submission and initialed and dated. Any alternate proposals shall be submitted as separate items but may be enclosed with the "Proposal" bid.
5. **Submission of Bids.** Bids, quotations or proposals with Bid Bond (if applicable) shall be submitted in hard-copy form by 2:00 p.m. on February 27, 2025 to 45 River St, Cathlamet WA.

Bidders should allow sufficient time to ensure timely receipt of the bid, quotation or proposal. Late bids, quotations or proposals will not be accepted and will be automatically disqualified from further consideration, even if the District's e-mail is found to be at fault.

The District reserves the right to reject any or all bids, to accept and split the award on an item basis unless the bidder so states his bid is for items all or none and to waive all informalities in the bidding. The District also reserves the right to accept the bid which the Commission feels will be in the best interest of the District regardless of bid price, and bidders by submitting bids agree to this condition.

6. **Bid Bonds.** Each bid shall be accompanied by a cashier's check or proposal bond payable to the order of Public Utility District No. 1 of Wahkiakum County for a sum of five percent (5%) of the total amount of the bid. The Bid bond shall be a guarantee that, if awarded the Contract, the bidder will execute the Contract. The successful bidder's check or bond will be retained until he has entered into a satisfactory contract. Checks or bonds of all other bidders may be requested for return within thirty (30) days after opening of bids.

Should the successful bidder fail to enter into Contract within ten (10) days after proposal is accepted, the security shall be forfeited as liquidated damages.

7. **Addendums.** Any changes, additions or deletions to the solicitation documents shall be made addendum only. Should a potential respondent find discrepancies in or omissions from the

provided documents, or should he be in doubt as to their meaning, they shall at once notify the District's Solicitation Representative, and if the point in question is not clearly and fully set forth, a written addendum will be provided. It is up to each interested respondent to monitor the District's communication for addendums to the contract documents. Each person requesting an interpretation will be responsible for the delivery of his request to the District's Project Manager for this particular project. The District will not be bound by nor be responsible for any other explanation or interpretations of the proposed documents than those given in writing as set forth in this paragraph. Oral instructions, interpretations or representations shall not be binding upon the District. Any addenda issued prior to the final time of receiving bids shall be properly acknowledged on the bid forms when the bid is submitted and shall become a part of the Contract Documents.

8. **Responsible Bidder.** The Contract will be awarded to the lowest responsible bidder complying with the provisions of the Contract Documents and RCW 54.04 provided the bid is reasonable and it is to the interest of the District to accept. The District, however, reserves the right to reject any or all bids and to waive any informalities in bids received. The District reserves the right to bid any item or items separately to the lowest and best qualified bidder. A responsible bidder shall meet the following criteria at the time of bid submittal:
- a. Be prequalified (if applicable) with the District in accordance with RCW 54.04.085, application available on the District's website: <https://www.wahkiakumpud.org/bid-requests>.
  - b. Have a certificate of registration in compliance with RCW 18.27.
  - c. Have a current state unified business identifier number.
  - d. Have applicable industrial insurance coverage for the bidders' employees working in Washington as required by RCW 51(if applicable).
  - e. Have applicable employment security department number as required by RCW 50.
  - f. Have a state excise tax registration number as required by RCW 82.
  - g. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - h. Submit the certification that, within the three-year period immediately preceding the bid solicitation that the bidder is not a "willful" violator, as defined in RCW 45.48.082, of any provisions of RCW Chapters 49.46, 49.48, or 49.52, as determined by a final and binding citation and notice of assessment issued by Dept. of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
  - i. Unless exempt, have received training on the requirements related to public works and prevailing wage under RCW Chapters 39.04 and 39.12.

If a bidder uses a subcontractor(s) on the project, the bidder must also verify at the time of subcontract execution that each subcontractor meets the responsibility criteria of this Section 8.

9. **Lowest Responsible Bidder.** In determining the "lowest responsible bidder" in addition to price, the criteria of Section 8 above, and the requirements of these bid documents, the District will give consideration to the following elements or supplemental criteria:
- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
  - b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
  - c. Whether the bidder can perform the contract within the time specified.
  - d. The quality of performance of previous contracts or service.

- e. The pervious and existing compliance by the bidder with laws relating to the contract and services.

In this regard, the bidder shall furnish with its proposal the information necessary for the District to evaluate these elements and supplemental criteria. Such information shall include but not be limited to; i) organization chart and background of company, ii) location of headquarters and/or manufacturing and service facilities, iii) financial capability and resources such as annual report, assets and liabilities, iv) history of claims and lawsuits for both current and previously owned companies over the last six years, and vi) such other information as may be secured having a bearing on the decision to award the contract.

If a bidder fails to supply information requested concerning responsibility with its bid the District may base its determination of responsibility upon any available information related to the supplemental criteria or may find the bidder not responsible.

10. **Non-Responsive Bidder.** Every invitation to bid on a prime contract that is for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW [39.04.010](#) shall require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter [18.106](#) RCW; and electrical as described in chapter [19.28](#) RCW, or to name itself for the work.

The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these instructions, shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material.

11. **Modified Supplemental Criteria.** In a timely manner before the bid submittal deadline, a potential bidder may request that the District modify the supplemental or other criteria. The District will evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the District will issue an addendum to the bidding documents identifying the new criteria.
12. **Not Responsible Bidder.** If the District determines a bidder to be not responsible in accordance with the criteria of this bid package and contract documents, the District will provide written notice to the bidder of the determination and the reasons for the determination within seven (7) calendar days of the bid opening. The bidder may appeal the determination within seven (7) calendar days of the written notice by presenting additional information to the District. The District will consider the additional information before issuing a final determination. The District

will provide the bidder written notice of its final determination within seven (7) calendar days of the final determination.

13. **Prevailing Wages.** The successful bidder shall comply with the laws of the State of Washington, including but not limited to Chapter 39.16, Resident Employees on Public Works, and Chapter 39.12, Prevailing Wages on Public Works. The bidder is cautioned that the laws of the State of Washington are amended from time to time by the legislature and are also interpreted by the courts. Determination of and compliance with current law is the responsibility of the bidder.
14. **Informed Bidder.** Prior to submission of this bid, the bidder shall make and shall be deemed to have made an examination of the Contract Documents as contained herein, and shall become informed as to the location and nature of the work, the facilities, the kind and character of the current conditions, general local conditions and all other matters that may affect the cost and the time of completion of the work.
15. **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.
16. **District Representation.** The District represents that:
  - a. All necessary easements, rights-of-way and franchises have been obtained.
  - b. All preliminary engineering will be done in advance of construction.
  - c. The District will have available all funds necessary for payment for the construction of the project, to be made in accordance with the terms of the Contract Documents pertaining to payment.
17. **Extension of Time.** If the District shall fail to comply with any of the undertakings contained in the foregoing representations, or if any such representations shall be incorrect, the Contractor shall be entitled to extension of time of completion for a period equal to the delay, if any, caused by failure of the District to comply with such undertaking, or by any such incorrect representations; providing the Contractor shall have promptly notified the District in writing of his claim for extension of time of completion in accordance with the foregoing, and provided further than such extension, if any, of time of completion shall be the sole remedy of the Contractor for the District's failure to comply with any of the foregoing representations.

**2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT**  
 Small Public Works Project No. 25-1183

**SECTION C: PROPOSAL FORM**

**Bid Prices**

The following prices are submitted with the understanding that the amount of the bid covers all work including labor, equipment, and tools to complete the work specified in the plans and specifications, and as specified herein.

**CREW AND EQUIPMENT – REGULAR RATES**

<b>Item No.</b>	<b>Unit Description</b>	<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Total Bid Price (w/o tax)</b>
1	Trimming, Removal, Pruning Cost per <b>HOURL</b> for a three-person crew including equipment	1		
2	Trimming, Removal, Pruning Cost per <b>DAY</b> for a three-person crew including equipment (based on an 8-hour workday)	1		

**CREW AND EQUIPMENT – OVERTIME RATES**

<b>Item No.</b>	<b>Unit Description</b>	<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Total Bid Price (w/o tax)</b>
1	Trimming, Removal, Pruning Cost per <b>HOURL</b> for a three-person crew including equipment	1		
2	Trimming, Removal, Pruning Cost per <b>DAY</b> for a three-person crew including equipment (based on an 8-hour workday)	1		

**FLAGGING CREW – REGULAR RATES**

<b>Item No.</b>	<b>Unit Description</b>	<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Total Bid Price (w/o tax)</b>
1	Flagging Cost per <b>HOURL</b> for a two-person crew	1		
2	Flagging Cost per <b>HOURL</b> for a two-person crew (based on an 8-hour workday)	1		

**FLAGGING CREW – OVERTIME RATES**

<b>Item No.</b>	<b>Unit Description</b>	<b>Quantity</b>	<b>Cost Per Unit</b>	<b>Total Bid Price (w/o tax)</b>
1	Flagging Cost per <b>HOURL</b> for a two-person crew	1		
2	Flagging Cost per <b>HOURL</b> for a two-person crew (based on an 8-hour workday)	1		

**Schedule**

The bidder agrees to the following schedule for initiation of work activities and completion times:

Start Date \_\_\_\_\_

Completion Date \_\_\_\_\_

Completion time shall commence upon bidder’s receipt of instructions from the District’s Manager or District appointee to proceed with the work. Preference may, at the option of the District, be given the bidder who assures the District he or she will complete the project in the least time.

**Submittal of Bidder Information**

The bidder agrees to submit with this proposal all information required by the bid documents including but not limited to the criteria defined in the Instruction to Bidders.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Firm: \_\_\_\_\_

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

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Contract and Bond**

The undersigned hereby agrees to furnish the necessary bond and to enter into contract, on the attached Contract form, within ten (10) days from the date of your acceptance of this bid.

If this bid is accepted and should we for any reason fail to sign the Contract and furnish contract bond in proper form for approval by the District within ten (10) days, as above stipulated, the certified check which has this day been deposited with the District, shall, at its option, be returned to the undersigned after such contracts have been signed and such contract bond delivered and approved.

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

Email: \_\_\_\_\_



## 2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT

Small Public Works Project No. 25-1183

### SECTION D – TECHNICAL SPECIFICATION

1. **Scope of Work.** The purpose of these Specifications is to obtain qualified contract crew(s) with experienced personnel and proper equipment **(to trim/remove/cut/spray and dispose of trees and brush)** in rights-of-way along and under electric distribution and transmission lines as indicated in the following Specifications and Proposal, and as subsequently assigned by the District. The number of crews will be determined solely by the District.

THE TOTAL AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT IS THE AMOUNT, WHICH THE DISTRICT REQUIRES, IN ITS SOLE DISCRETION. THEREFORE, THE DISTRICT MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT ANY AMOUNT WILL BE PAID OUT UNDER THIS CONTRACT.

2. **General.** All tree trimming shall be done so as to obtain maximum clearance with due regard to current and future tree health and symmetry and in conformity with permissions obtained and District work sketches.

It is understood that the electric circuits of the District are to continue in normal operation during this work, and the Contractor is to provide and use all protective equipment necessary for protection of Contractor's employees and to guard against interfering with the normal operation of said circuits. Contractor agrees to secure from the District information as to the nature of the circuits involved in all cases before work is commenced.

All brush, chips and cut material will be disposed of by hauling away and dumping in areas designated or appropriate for disposal, unless other arrangements have been made by District's representative. Disposal of brush, chips and cut material is the responsibility of the Contractor. The work area must be left clear of any debris.

3. **Location of Work.** All work shall be within the boundaries of the District's service territory within Wahkiakum County.

The Contractor shall fully inform himself of the existing conditions under which the work is to be performed.

4. **Standard Crew Size and Requirements.** The normal tree trimming crew shall consist of three crew members. Equipment shall include a truck of current design constructed and completely equipped for tree trimming, with a 60 to 70 foot from ground to bottom of basket or boom capability, a current model chipper truck capable of efficiently hauling chips, a current model chipper, power saws, and equipment for stump spraying. A minimum of one person on the crew shall have a valid license to spray chemicals in the State of Washington. If necessary, flagmen shall be supplied.

***Gassing and Maintenance of equipment shall not be allowed on District time.***

5. **Cross-Country Climbing Crew and Equipment.** Cross-Country brushing crews shall consist of three crew members. The crew shall be equipped with a four-wheel drive pickup and other items necessary for clearing inaccessible areas.
6. **Spray Crew.** The normal spray crew shall consist of two crew members. The equipment shall include an appropriate truck for the scope of work. SDS information shall be available to the District upon request.

The following pertains to herbicide use:

- a. Stump treatment applications shall be made using a low volume basal/cut stump application of twenty-five (25) percent triclopyr (Garlon 4), or approved equal, in suitable low volume basal oil.
  - b. The Contractor shall use chemicals appropriate for the control of all vegetation within the areas to be treated, that have current Environmental Protection Agency (EPA) registration numbers and are approved by the Washington State Department of Agriculture. The herbicide formulations to be used by the Contractor shall be approved by the District prior to application, according to criteria that include, but are not limited to, known health risks, biodegradability, and soil mobility of the chemical proposed.
  - c. Unless otherwise specified by the District, all cut stumps must be treated with an approved cut surface treatment immediately following cutting according to the herbicide manufacturer's instruction; no more than thirty (30) minutes shall elapse between the time the stump is cut and the herbicide is applied, unless otherwise authorized by the District. Where stump treatment is found to be inadequate by the District, the District may suspend work on the project until the situation is rectified by the Contractor to the District's satisfaction.
  - d. No herbicide applications shall be made in environmentally sensitive areas such as wetlands, swales or watersheds, unless EPA approved for such application in those areas.
7. **Customer Relations.** The Contractor agrees that his personnel and equipment shall at all times present a neat appearance. All work shall be done and all contacts with customers handled with due regard for the District's public relations. The Contractor agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention. All complaints shall be reported to the District's representative.

The District may provide notification to the property owner(s) adjacent to each assigned work area of intent to conduct the required clearance work. However, it shall be the Contractor's sole responsibility to also notify in person or by telephone each individual District customer requiring notification a minimum of twenty-four (24) hours, but no more than forty-eight (48) hours, prior to commencing the work.

8. **Contractor Responsibility.** Contractor shall be responsible for any damage caused by Contractor's employees, agents, or subcontractors to any property including, but not limited to, crops, cultivated lands, ditches, roads, livestock, pastures, and lawns.

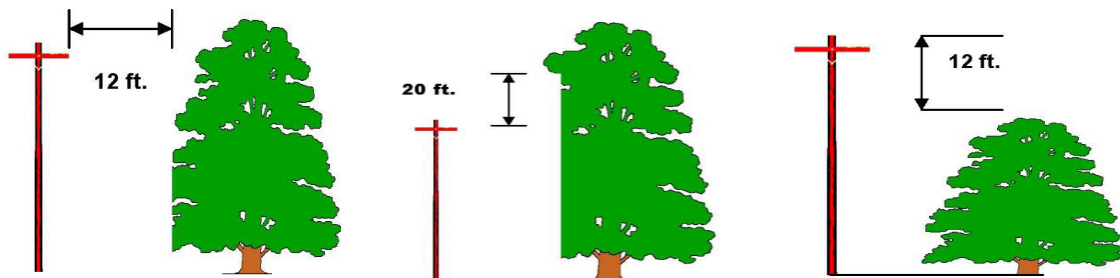
Any fences that are removed to allow equipment access to the right of way shall be restored by the Contractor to an as found or better condition as soon as access has been obtained. The Contractor shall be responsible for repairing and/or replacing, at the Contractor's expense, any fencing damaged or relocated during the course of the work under this Contract.

The Contractor shall ensure that all gates are properly closed or locked to prevent escape of livestock or any unauthorized access to property immediately upon obtaining access through any gate.

9. **Trimming Methods.** Where the clearing requirements of this Contract establish the need for pruning, the following requirements shall apply (please note that all distances are minimum, and more aggressive cut-backs and removals are desired when allowed):

- a. Techniques consistent with the practices of natural, lateral and drop crotch trimming shall be utilized.
- b. Cuts shall be made back to the main stem or to a branch, which is at least one-third ( $\frac{1}{3}$ ) the diameter of the portion being removed. In no case shall limbs be stubbed off at the edge of the clearing limits.
- c. All dead branches overhanging primary conductors at any height shall be removed.
- d. A minimum of cuts shall be made to achieve required clearances.
- e. Where practical, cuts should be primarily restricted to large diameter branches and made well within the crown. Shaping through the use of many cuts of smaller branches in the outer crown shall be avoided.
- f. Branch and topping cuts shall be made outside the branch bark collar leaving as small a stub as possible in a manner consistent with natural target trimming techniques. All trees to be topped shall also be appropriately shaped.
- g. Precautions shall be taken to avoid stripping or tearing of bark when cutting large diameter limbs.
- h. Climbing irons or "hooks" should not be used on high value trees on residential sites, except in cases involving tree removal work. Ornamental trees planted for aesthetic purposes or those trees, which would be adversely damaged by the hooks, are considered to be high value trees.
- i. All severed limbs must be removed and shall not be allowed to remain entangled in the tree.

10. **Clearances.** In the event that distribution lines only exist on the structure, trees shall be trimmed to provide a minimum of twelve (12) feet of clearance between any part of the tree and the nearest conductor, except as otherwise provided herein or specified by the District.



All trees that have the main stems within these specified clearances shall be removed, unless otherwise specified by the District. In addition, all tree species less than five (5) inches in diameter at any height (tree brush) and brush, other than landscaping trees or shrubs, shall be cut as close to the ground as possible and, in no case, higher than six (6) inches above the ground, and to a distance twelve (12) feet out from the outermost conductor at ground line on each side of distribution lines.

*Any trees, or parts of trees, leaning over lines and in danger of contacting the lines in the event of rain, wind, or snow shall be removed. Trees that are determined by the District to be a potential threat to the continued operation of the line (danger trees) shall be cut leaving a stump as close to the ground as possible. The District's representative may identify and mark all danger trees prior to removal.*

Trees of any species or diameter originating from fallen decaying logs, old growth stumps, or other unstable rooting positions that are in danger of falling into the lines shall be removed.

Trees with a main stem diameter of ten (10) inch diameter at breast height (DBH) or less, beyond a twenty (20) foot clearance zone from the conductor shall be removed if proper pruning to required clearances results in a reduction of fifty (50%) percent or more in live crown area.

Trees may be side trimmed by trimming the limbs, provided no less than one third (1/3) of the leaf/needle bearing portion of any limb will remain after properly trimming. Otherwise, the limb shall be cut flush to the main stem.

Removing trees and brush shall mean cutting as close to the ground as possible and, in no case, higher than six (6) inches above the ground.

Trees that cannot be removed and that are within the clearance zones shall have all limbs cut flush that are within one hundred and eighty (180) degrees of the conductor from the ground up to a point fifteen (15) feet above the conductor.

All wood five (5) inches to twenty-four (24) inches in diameter will be cut not to exceed four (4) feet in length and piled in neat windrows on site in accordance with District instructions. All wood over twenty-four (24) inches in diameter will be cut not to exceed two (2) feet in length and piled in neat windrows on site in accordance with District instructions. Chips will not be blown up steep banks where there is potential for them to wash back down and fill roadside ditches or where they could inhibit the normal flow of water adjacent to the roadways.

Trees located in front of residences, trees providing privacy screens, or trees in environmentally sensitive areas (such as watersheds or spawning streams) shall be handled in accordance with the specific instructions from District Representative and in accordance with all city, county and state regulations.

In the event that the Contractor observes conditions that, in the Contractor's opinion, warrant a change or deviation from the clearance instructions set forth in these specifications or in the

Contact Log, Contractor shall immediately notify the District and accomplish the work as deemed appropriate by the District.

11. **Compliance and Regulations.** The Contractor shall comply with all applicable statutes, ordinances, rules and regulations pertaining to the work.
12. **Permits.** Contractor shall be responsible for the expense and obtaining any permits or licenses required by governmental authorities.

The Contractor will not cut or trim in any area without a good and sufficient permit or permission and shall be solely responsible to determine the existence of a good and sufficient permit or permission and to perform all operations within the scope of such permit.

13. **Protection and Safety.** The contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to all current applicable federal, state, county and local laws, ordinances, and codes, and to the General Safety Standards, and the safety Standards for Construction, published by the Washington State Department of Labor and Industries.

The Contractor shall also comply with U.S. Department of Labor Occupational Safety and Health Act, the Construction Safety Act administered by the U.S. Department of Labor, and The Manual of Accident Prevention in Construction published by the Associated General Contractors of America, except where these are in conflict with state laws, in which case the more stringent requirement shall be followed.

The Contractor shall maintain at his office or other well-known place at the job site, all articles necessary for giving first-aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The duty of the District's representative to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the District's representative. In addition, the Contractor must promptly report in writing to the District's representative all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.

If any claim is made by anyone against the Contractor or any subcontractor in connection with any accident, the Contractor shall promptly report the facts in writing to the District's representative giving full details of the claim.

14. **Termination of Services.** The District may, at its discretion, terminate the services of the tree trimming crew or crews for poor, negligent or inefficient work, or upon any violation of the Contract as reported by the District's representative, or for no cause. In the event that the District

terminates services due to poor, negligent or inefficient work, or upon a violation of the Contract by the Contractor, the District will be entitled to retain the full amount of the bond posted by the Contractor, and any other remedies provided for by law.

15. **Insurance.** The Contractor agrees to maintain public liability and property damage insurance to cover the obligations set forth above. The minimum insurance limits of liability shall be \$2,000,000.00 per occurrence for bodily injury and property damage. The policies shall be issued by a licensed insurance company in the State of Washington acceptable to the District.

The Contractor agrees to maintain Comprehensive General Liability Insurance including Blanket Contractual Insurance. The coverage will not have any Explosion, Collapse, Underground (XCU) exclusions. The minimum insurance limits (including excess or umbrella liability) shall be \$2,000,000.00 per occurrence combined single limit, bodily injury and property damage.

The Contractor agrees to maintain Automobile Liability Insurance which includes owned, non-owned and hired auto liability coverage. The minimum insurance limits (including excess or umbrella liability) shall be \$2,000,000.00 per occurrence.

Prior to commencing work, the Contractor shall furnish to the District a Certificate of Liability Insurance form showing the above minimum coverage and provision for 45 days' notice to the District of modification, non-renewal, or cancellation of the Contractor's insurance policies. Also, the Contractor shall provide a CG 20 10 (or equivalent) form that identifies the District as a primary and non-contributing additional insured on such insurance policies.

16. **Indemnity and Hold Harmless Agreement.** The Contractor shall be solely responsible for all physical injuries and damage to persons and property occurring on account of and during the performance of the work hereunder, and shall indemnify and save harmless the District from liability of any and all claims for damages to person or property, and from all costs and expenses in suits which may be brought against the District for such injuries or damage to person or property, it being distinctly understood and agreed that the Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the District against all claims and demands whatsoever occasioned by or resulting from the work contracted for.

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

17. **Disputes.** In the event legal action is required concerning the interpretation or enforcement of any of this Agreement, including any suit and appeal thereof, venue for such legal action shall be in the Superior Court for Wahkiakum County, Washington, and the substantially prevailing party shall be awarded all of its costs and reasonable attorney fees in connection therewith.

**2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT**

Small Public Works Project No. 25-1183

**SECTION F: SAMPLE CONTRACT**

This Contract, awarded as of DATE MONTH, YEAR by and between the Public Utility District No. 1 of Wahkiakum County, Washington, hereinafter called the District, and AWARDED CONTRACTOR, hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the District has caused to be prepared, in accordance with law, contract documents for the work herein described, and has approved and adopted these contract documents and has caused to be published as required by law a notice inviting sealed bids for labor, equipment and materials for the following:

*2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT*

WHEREAS, the Contractor, in response to the solicitation has submitted to the District in the manner and at the time specified a sealed bid in accordance with the terms of this contract and these contract documents, and

WHEREAS, the District in the manner prescribed by law has publicly opened, examined and canvassed the bids submitted, and as a result of such examination and canvas, has duly awarded to the said Contractor a contract for the furnishing of labor, equipment and materials required to inject multiple underground cable segments described above as per the Proposal attached hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the parties to these presents, in consideration of the payments to be made to the Contractor and of the mutual agreements herein contained, have agreed, and hereby agree, the District for itself and its successors, and the Contractor for itself, himself or themselves, its, his or their executors and administrators, as follows:

**ARTICLE I WORK TO BE DONE.** That the Contractor shall, in a good and first-class workmanlike manner, furnish all men, equipment, supervision, materials and other things necessary for the complete TREE TRIMMING AND VEGETATION MANAGEMENT; and under the terms hereinbefore set out, complete within the time set forth in this contract. The work to be done covers the furnishing of all machinery, equipment and all service, supervision and labor specified to be furnished, all as set forth in the Solicitation for Quotes, Instructions to Bidders, Proposal, Contract and Engineering Drawings made a part hereof by reference.

**ARTICLE II CONTRACT DOCUMENTS.** That it is expressly understood and agreed that the Solicitation for Quotes, the Instructions to Bidders, the Proposal and the Engineering Specifications as prepared by the District, all bound herewith, and also the plans as hereinafter defined and all other drawings and specifications which may be furnished by the District with reference to the work are each and all included in this contract and made a part hereof by reference and constitute the contract documents.

**ARTICLE III CONTRACT DOCUMENTS TO GOVERN WORK.** That the work shall be done fully in accordance with the contract documents.

**ARTICLE IV VERBAL STATEMENTS NOT BINDING.** It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the District, or other representatives of the District, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any wise whatsoever, the written agreement.

**ARTICLE V DEFINITIONS.** That whenever any word or expression defined in this article, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood and agreed to have the meaning herein given:

1. "Contract" or "Contract Documents" shall include all the documents, plans and construction drawings enumerated in Article II.
2. "District" or "Party of the First Part" shall mean Public Utility District No. 1 of Wahkiakum County as required.
3. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the District, limited to the particular duties entrusted to him or them.
4. "Contractor" or the words "Party of the Second Part" shall mean the party or parties entering into contract for the performance of the work covered by this contract and his duly authorized agents or legal representatives.
5. "Date of signing the contract" or words equivalent thereto, shall mean the date upon which this contract is completely executed by the Contractor and the District.
6. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days.
7. "The Project" shall mean the work to be done and the materials, equipment, apparatus and supplies to be furnished under this contract, unless some other meaning is indicated by the context.
8. "The Plans" shall mean and include all plans which have been prepared by the District as a basis for bids, and such plans and drawings as may hereafter be prepared by the District in connection with the work to be done.
9. The term "completion" shall mean full performance by the Contractor of the Contractor's obligations under the contract and all amendments and revisions thereof. A Certificate of Completion stating the date of completion and approved in writing by the District, shall be the sole and conclusive evidence as to the fact of completion and the date thereof.
10. Whenever in these documents the words "as directed," "as required," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, or allowance of the District is intended.
11. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise particularly specified



herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the District.

12. The pronouns “he,” “his,” or “him” where used in this contract in referring to the Contractor shall mean the Contractor whether the Contractor be a corporation or one or more individuals, regardless of his, her or their sex.

**ARTICLE VI CONTRACT DOCUMENTS.** Contract documents shall be hand signed and shall be considered an original. The District shall maintain the original hard copies of any required bonds on file. These bond originals shall be filed with the District.

**ARTICLE VII SUPERVISION.** The Contractor shall give sufficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions and will at once report to the District any error, inconsistency, or omission which he may discover. The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the District. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. When requested, such directions will be confirmed in writing.

**ARTICLE VIII PROTECTION TO PERSONS AND PROPERTY.** The Contractor shall at all times exercise reasonable precautions for the safety of employees on the work and of the public and shall comply with all applicable provisions of federal (including railroad), state and municipal safety laws and building and construction codes. The extent of Contractor’s indemnification obligations under this Agreement shall be limited to an amount proportionate to the indemnified loss attributed to Contractor. This section shall not apply if such damage, loss or casualty is caused by the sole negligence of the District.

The following provisions shall not limit the generality of the above requirements:

1. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work, he will remove all rubbish and all his tools and surplus materials from and about the project.
2. The work, from its commencement to completion, or to such earlier date or dates when the District may take possession and control, shall be under the charge and control of the Contractor. All risks in connection therewith, including materials to be used therein, shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor by reasons of any act of God, or any other casualty or cause whether or not the same shall have occurred by reason of the Contractor’s negligence. The Contractor shall hold the District harmless from any and all claims for injuries to persons or for damage to property during the control by the Contractor of the project or any part thereof.
3. The District shall properly protect any and all parallel converging and intersecting lines, joint line poles, highways, railroads and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, railroads or other property are damaged in the course of the project, the District shall at his own expense restore such damaged property to a condition as good as before such damage occurred. All fences which are necessarily opened or moved during the project shall be replaced in as good a condition as they were found.

4. Any and all excess earth, rock, debris and other useless material shall be removed by the District from the site of the project as rapidly as practicable as the work progresses.

**ARTICLE IX INSPECTION.** The District, inspectors and other employees who are to supervise, in said first party's interest, the work to be done, as the work progresses, shall have unrestricted access to all parts of the work and to other places at and in which preparations of the materials and equipment are carried on and conducted for the purposes of inspection. The District will maintain a representative at the work during important phases of the project and said representative will be limited to the duties and powers entrusted to him. It will be his duty to inspect the materials and workmanship on the work and report any and all deviations from plans and specifications and other contract documents which may come to his notice. He may stop work in progress if, in his opinion, the contract documents are not being adhered to until the District is notified, and they have determined and ordered that the work shall proceed in due fulfillment of all contract requirements.

**ARTICLE X CHANGES IN CONSTRUCTION.** The Contractor agrees that when it is necessary to construct units not shown in the Proposal, it will construct such units for unit prices determined by the District and the Contractor mutually agreeing upon a unit labor cost.

**ARTICLE XI ASSIGNMENT AND SUBLETTING OF CONTRACT.** The Contractor agrees that he will not assign or sublet the work or any part thereof, excepting such subcontracting as is specifically listed in his bid, without the previous written consent of the District, and will not assign, by power of attorney or otherwise, any of the moneys payable under this contract unless by and with the like consent of the District; that no right under this contract, nor to any money due or to become due hereunder, shall be asserted in any manner against said first party to persons acting under it, by reason of any so-called assignment of this contract, or any part thereof, unless such assignment shall have been authorized by the written consent of the District. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontractor shall be immediately terminated by the Contractor upon notice from the District.

**ARTICLE XII LAWS AND ORDINANCES.** The Contractor shall keep himself fully informed of all existing and current ordinances, laws and regulations of the city, county, state, and national governments (including railroads) in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall at all times observe and comply with, and cause all his agents, employees, servants, and subcontractors to observe and comply with all such ordinances, laws and regulations, and shall protect and indemnify the District and its officers and agents against all claims of liability arising from, or based on, any violations of same.

**ARTICLE XIII LABOR.** The Contractor or subcontractor furnishing work under this contract shall comply with all applicable local, state, and federal laws, including but not limited to the following:

Chapter 39.12, "Prevailing Wages on Public Works." The requirements of the Prevailing Wage Law must be complied with by the successful bidder before any payment is made on a project and, following final acceptance by the District, before any retainage is released to the Contractor. Contractors or subcontractors required to pay the prevailing wage rate must post their approved Intent to Pay Prevailing Wage Statement reasonably visible to workers at the job site. The "Statement of Intent to Pay Prevailing Wages" must be approved by the Department of Labor and Industries and submitted to the District before any payment is made. After completion of work

on a project, each Contractor or subcontractor must submit an "Affidavit of Wages Paid" to the Department of Labor and Industries and the District. Upon certification by the Department of Labor and Industries that the wage rates are correct, the District may then release any final payment retained. Also, upon completion of work on a project, the Contractor must file a "Request for Release" with the Department of Labor and Industries, Industrial Insurance Division. Upon verification by the Department of Labor and Industries that the industrial insurance and medical aid premiums have been paid by the Contractor and every subcontractor in connection with the project, the District may release the retained percentage. No workman, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates in effect as of the date of the Advertisement for Bid (Section A) for the locality or localities where this contract will be performed is attached.

Current prevailing wage data will be furnished by the Industrial Statistician upon request. Please mail the request to: Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, WA 98504 (Telephone: 360-902-5335).

It is specifically understood and agreed that the minimum wage rates and fringe benefits for this contract and subject to change, and that any person, joint venture, corporation, partnership, etc. accepts full responsibility and assumes the risk of any increased labor cost by reason of paying higher rates than those referenced or shown in the contract. Said person, joint venture, corporation, partnership, etc. shall ascertain prior to submitting a bid that the prevailing wage rate information used to construct the bid are the most current at the time of submittal. The Contractor shall be responsible for all costs of filing, obtaining, and complying with the Prevailing Wage Law.

**ARTICLE XIV BEGINNING OF WORK, PROGRESS AND TIME OF COMPLETION.** The Contractor shall, after having been instructed to do so in a written notice from the District, commence the work to be done under this contract no later than May 1, 2025. The rate of progress shall be such that the work shall have been completed in accordance with the terms of this contract within or earlier than December 31, 2025, barring time lost which is provided for in Article XV hereof.

It is mutually understood and agreed by and between the parties of this contract that time, whenever mentioned in these contract documents, is of the essence of this agreement.

**ARTICLE XV EXTENSIONS OF TIME.** The Contractor expressly covenants and agrees that in undertaking to complete the work within the time herein fixed, he has taken into consideration and made allowances for all the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any alterations, additions or omissions therein ordered in writing by the District, or by fire, lightning, earthquake, tornado, hurricane, flood, riot, insurrection or war, or by any act taken by the government (county, state or federal) such as commandeering of labor or materials, franchises, embargoes and other acts of God, for or on the work, or by strike or the abandonment of the work by the men engaged therein through no fault of the Contractor, or by delays caused by court proceedings, the Contractor shall have no claim for damages for any such cause or delays, but he shall in such cases be entitled to such extension of the time specified for completion of the work as the District shall award in writing on account of such delays, provided, however, that the claim for such

extension of time be made by the Contractor to the District in writing within two (2) weeks from the time when any such alleged cause of delay shall occur.

The Utility reserves the right to terminate the contract at any time, for any reason.

**ARTICLE XVI 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.

**ARTICLE XVII SUSPENSION AND ANNULMENT OF CONTRACT.** If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work sublet by him otherwise than herein specified, or if at any time the District shall be of the opinion that the performance of this contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions of covenants of this contract, or of the contract documents, or is executing the same in bad faith, or not in accordance with the terms of said contract, or if the contract be not fully completed within the time named in this contract for its completion, or within the time to which the completion of this contract may be extended, the District may notify the Contractor to discontinue all work or any part thereof, under this contract, by a written notice served upon the Contractor; the Contractor shall have five (5) days after receiving such notice in which to correct the errors and matters complained of in the written report by the District; and if the Contractor does not correct or remedy the matters complained of within five (5) days after receiving the written notice thereof, then the District is hereby empowered to suspend or annul this contract, or to suspend the doing of any work hereunder; and any action of the District in annulling or suspending this contract or the suspending of any cause for such annulment or suspension, shall be conclusive as to the existence of such cause or reason in any controversy or litigation between the District and the Contractor and those claiming under the Contractor and the bondsman of the Contractor. If this contract be so annulled or suspended, the Contractor shall not be entitled to anything on account of damages thereby nor shall such annulment or suspension in anywise affect the right of the District to damages claimed by it on account of the failure of the Contractor, but such annulment must be declared by the District before being of any force or effect. Upon the confirmation of such annulment by the District, the District may take over the plant, tools, machinery, equipment, and materials of the Contractor and complete the work. In the end, upon final settlement, the District shall ascertain and determine the amount of work actually performed by such defaulting Contractor under this contract, and he shall be paid for only such work as the District shall determine he has actually performed, after deducting all costs, expenses and damages which the District may have suffered, sustained or paid by reason of such default; and the defaulting Contractor's bondsman herein shall be held responsible and shall pay all costs, expenses and damages suffered or incurred by the District on account of such default of Contractor.

**ARTICLE XVIII COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

1. **Public Liability, Automobile and Property Damage Insurance.** The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him, any subcontractor performing work covered by this contract and the District from claims for damage for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of this and the amounts of such insurance shall be as follows:

Public liability insurance in an amount not less than \$2,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident; automobile liability in an amount not less than \$2,000,000 per occurrence; and property damage insurance in an amount not less than \$2,000,000.

Contractor shall name the District as an additional named insured on the above policies. Insurance certificates shall contain an endorsement evidencing this requirement and will state that such insurance shall not be cancelled or changed without at least thirty (30) days prior written notice to the District.

2. **Compensation Insurance.** The Contractor shall take out and maintain during the life of this contract workmen's compensation insurance for all of his employees engaged in the work and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide workmen's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In any case, any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected, and any other insurance or compensation as is required by the existing laws of the State of Washington or federal government.
3. **Additional Insureds.** District shall be listed as an additional insured on the Certificate of Liability Insurance.
4. **Identification of Certificates of Liability Insurance.** Contractor's certificates of liability insurance and endorsements shall clearly indicate the contract number issued for this agreement in the Description of Operations section of the document.

Certificates evidencing insurance, as called for by the foregoing, shall be furnished to the District. The Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Agreement. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Contractor's insurance and shall not contribute to it.

**ARTICLE XIX ASSIGNMENT OF GUARANTEES.** All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned by the District on completion of the work and at such time as the Contractor receives final payment.

**ARTICLE XX TAXES.** The bid prices set forth in the proposal include all amounts payable by the Contractor or the District on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the project.

**ARTICLE XXI DEFECTIVE WORKMANSHIP AND MATERIALS.** Notwithstanding the acceptance of workmanship or equipment, or the giving of any certificate with respect to the completion of the work, if during the construction or within 20 years after completion of the project, the workmanship shall be found to be defective or not in conformity with the requirements of the specifications, the Contractor shall

remedy or replace such workmanship within thirty (30) days after notice of the existence thereof shall have been given to the Contractor by the District.

**ARTICLE XXII PAYMENTS.** Upon completion of the project, the District will inspect the work performed hereunder, and if the work shall be found acceptable and all provisions hereunder fully performed, the District shall certify as to that fact. After such certification of completion has been made, and upon submission by the Contractor of the waivers and releases of lien and affidavit, and certification by the Department of Labor and Industries of correct wages paid, the District shall pay to the Contractor all amounts to which the Contractor shall be entitled hereunder; however, in order for the District to comply with Washington State Law RCW 60.28, the retained five percent (5%) shall be paid thirty (30) days after the work has been accepted by the Commission of the District, or until release has been received from the Washington State Tax Commission, whichever is the longer period.

**ARTICLE XXIII RELEASE OF LIENS.** Upon the completion by the Contractor of the work, but prior to the payment to him of any amount in excess of ninety-five percent (95%) of the total cost of the work to be performed, the Contractor shall deliver to the District, in duplicate, releases of all liens and of rights to claim to the effect that all labor has been paid and that all such releases have been submitted to the District.

**ARTICLE XXIV RELEASE OF LIABILITY.** No person, firm or corporation other than the signer of this contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the District nor any employee or agent thereof, shall be liable or be held to pay any money, except as herein provided. The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the District and every officer and agent thereof from all claims and liability to the Contractor for anything done, or furnished for, or relating to or affecting the work.

**ARTICLE XXV EMPLOYEES.** The District shall have the right to require the removal from the work of any employee of the Contractor if in the judgment of the District such removal shall be necessary in order to protect the interests of the District.

**ARTICLE XXVI ATTORNEY'S FEES.** In the event of suit based upon this agreement, the prevailing party shall be entitled to recover costs, including reasonable attorney's fees.

**ARTICLE XXVII VENUE.** Venue for any cause of actions based upon this contract shall be in Wahkiakum County, Washington.

**ARTICLE XXVIII DISPUTE RESOLUTION.** If a dispute arises relating to this contract and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediator acceptable to both parties, the cost of which shall be divided equally. Any dispute in connection with prevailing wage issues shall be referred to the director of the Washington Labor & Industries for arbitration, and the director's decision shall be final, conclusive, and binding on all parties to the dispute. The District reserves the right to join any dispute under this contract with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement as of the day and year first above written.

PUBLIC UTILITY DISTRICT NO. 1  
OF WAHAKIACUM COUNTY

AWARDED CONTRACTOR

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

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

DANIEL E. KAY, GENERAL MANAGER

NAME / TITLE: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT**  
Small Public Works Project No. 25-1183

**SECTION G: BID BOND**  
**BID BOND to Public Utility District No. 1 of Wahkiakum 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 Wahkiakum 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:

**2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT, 25-1183**

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.

PRINCIPAL		SURETY	
_____	_____	_____	_____
Principal Signature	Date	Surety Signature	Date
_____	_____	_____	_____
Printed Name		Printed Name	
_____	_____	_____	_____
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
*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.*







**2025 TREE TRIMMING, REMOVAL AND VEGETATION MANAGEMENT**  
Small Public Works Project No. 25-1183

**SECTION J: CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date \_\_\_\_\_ that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Individual  Partnership  Joint Venture  Corporation

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

\_\_\_\_\_

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

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*