



General & Contract Provisions and Specifications

For the Purchase of:

LARGE WOODY DEBRIS
(LOGS WITH ATTACHED ROOTWADS)

Project #WA402000

SKAGIT COUNTY PUBLIC WORKS
MOUNT VERNON, WA

SCOPE OF WORK

**Purchase of Large Woody Debris
(Logs with Attached Rootwads)
Project #WA402000**

This contract is for the purchase of one hundred twenty (120) pieces of large woody debris (logs with attached rootwads). Large woody debris will be utilized in in-water habitat, restoration, and stormwater projects completed by Skagit County.

The successful bidder must deliver the Large Woody Debris to the specified storage location in Skagit County, Washington.

**Large Woody Debris
(Logs with Attached Rootwads)
Project #WA402000**

SKAGIT COUNTY, WASHINGTON

2017

**SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS
MOUNT VERNON, WASHINGTON 98273-5625**

NOTICE TO ALL PLAN HOLDERS

Copies of the specifications are available at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington 98273-5625. Telephone: (360) 416-1400. You may receive the bid information electronically, as well; copies of the specifications are available at: <http://www.skagitcounty.net/rfp>

APPROVED:

Dan Berentson
Public Works Director – Natural Resources Division Manager

PLANS AND SPECIFICATIONS APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki, Commissioner

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY that sealed bids will be received and publicly opened in the Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Monday, February 13, 2017, at 2:30 p.m.**, or as soon thereafter as possible, for the following:

Purchase of Large Woody Debris (Logs with Attached Rootwads) Project #WA402000

SCOPE OF WORK: This contract is for the purchase of one hundred twenty (120) pieces of large woody debris (logs with attached rootwads). Large woody debris will be utilized in in-water habitat projects completed by Skagit County. The successful bidder must deliver the Large Woody Debris to the specified storage location in Skagit County, Washington.

Information, plans, specifications, and addenda for this purchase will be available on-line beginning **Thursday, January 26, 2017** at <http://www.skagitcounty.net/rfp>; or obtained at Skagit County Public Works, 1800 Continental Place, Mount Vernon, WA 98273-5625, (360) 416-1400.

Contractors who download plans and specifications are advised to e-mail pw@co.skagit.wa.us to be added to the plan holders list to receive any addenda that may be issued.

All technical questions regarding this purchase are to be submitted in writing **no later than 12:00 p.m., on Monday, February 6, 2017** to Emily Derenne, Habitat Restoration Specialist, Skagit County Public Works, 1800 Continental Place, Mount Vernon, WA 98273-5625, or by email at emilyjd@co.skagit.wa.us with the subject line reading, "LWD Purchase". All questions and responses to answers for this purchase will be available on-line as received. **All Addenda for this purchase will be posted on-line by 4:00 p.m. on Tuesday, February 7, 2017.** If further Addenda are required to be issued, the bid opening will be postponed.

All bid envelopes must be plainly marked on the outside, "**Sealed Bid: LWD Purchase**". Sealed bids shall be received by one of the following delivery methods before **Monday, February 13, 2017 at 2:30 p.m.** according to the SKAGIT COUNTY COMMISSIONERS' Reception Desk clock. Incomplete proposals, and proposals received after the time fixed for the opening, cannot be considered. Oral, telephonic, telegraphic, electronic, or faxed proposals will not be accepted. All bidding shall be based upon compliance with the General & Contract Provisions and Specifications.

1. **Hand Delivered:** Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.
2. **Via Mail:** Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

BID GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total amount of the bid. Performance and payment bonds will be required with the contract. Prevailing wage rates apply to this contract, and bidders are advised to consider this charge when tabulating bids.

The Board of Skagit County Commissioners reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding, and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw his/her bid unless the award of the contract is delayed for a period exceeding sixty (60) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

Skagit County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from the federally assisted programs and activities. For questions regarding Skagit County's Title VI Program, you may contact the Skagit County Public Works Department's Title VI Liaison, Keith M. Elefson, P.E., at (360) 416-1456.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this 23rd day of January, 2017.

Clerk of the Board

Published: Skagit Valley Herald and The Daily Journal of Commerce on Thursday, January 26, 2017 and Thursday, February 2, 2017.

GENERAL AND CONTRACT PROVISIONS

These general provisions are hereby a part of the conditions agreed to by the Contractor upon Bid.

GENERAL INFORMATION

PROJECT TITLE: Purchase of Large Woody Debris (Logs with Attached Rootwads) Project #WA402000

DESCRIPTION OF WORK: This contract is for the purchase of one hundred twenty (120) pieces of large woody debris (logs with attached rootwads). Large woody debris will be utilized in in-water habitat projects completed by Skagit County.

The successful bidder must deliver the large woody debris to the specified storage location in Skagit County, Washington.

BID DUE DATE AND TIME: Monday, February 13, 2017 at 2:30 p.m.

ENGINEER'S ESTIMATE: \$60,000.00

NOTICE TO PROCEED: Contractor shall not commence work until it has been given by Skagit County; this occurs after the Contract has been executed by Skagit County Board of County Commissioners.

SCHEDULE: Upon Notice to Proceed.

QUESTIONS AND ANSWERS: All technical questions and requests for interpretation shall be in writing and submitted **no later than 12:00 p.m., Monday, February 6, 2017** to Emily Derenne, Habitat Restoration Specialist, by e-mail to emilyjd@co.skagit.wa.us with the subject line reading, "LWD Purchase".

ADDENDA: If Skagit County issues addenda to these instructions, bidders must acknowledge receipt of all addenda on the bid proposal. It is the Bidder's responsibility to ensure that he/she has received all addenda, although Skagit County will make reasonable effort to provide addenda to all plan holders. Addenda will be forwarded to Contractors on the Plan Holder list via email as well as Certified Mail. Addenda will also be posted online at www.skagitcounty.net/rfp. Failure to sign the acknowledgement of addenda may result in rejection of the bid.

All addenda will be posted on-line for this Project by 4:00 p.m. on Tuesday, February 7, 2017. All addenda shall become part of the bid package. If further addenda are required to be issued, after Tuesday, February 7, 2017, the bid opening will be postponed. Contractors on the Plan Holder list will be notified of postponement via phone and email. Postponement notice will also be posted online at www.skagitcounty.net/rfp.

MANDATORY BIDDER RESPONSIBILITY CRITERIA: Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by Skagit County to submit documentation demonstrating compliance with the criteria.

The bidder must:

1. Have a current certificate of registration as a contractor in compliance with RCW 18.27, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
4. Have a Washington Employment Security Department number (ESD), as required in Title 50 RCW, (and provide further documentation from ESD to Skagit County within 24 hours of submitting bid, if lowest responsive and responsible bidder);
5. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3) and;
7. Not be excluded or suspended from bidding on any public works contract under federal laws.

INTERPRETATION OF BID AND PURCHASE DOCUMENTS: Skagit County will not provide binding oral interpretations to Bidders as the meaning of bid or contract documents; oral communication is not binding upon Skagit County.

TITLE IV: Skagit County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from the federally assisted programs and activities. For questions regarding Skagit County's Title VI Program, you may contact the Skagit County Public Works Department's Title VI Liaison, Keith Elefson, at (360) 416-1456.

EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE, AND SITE CONDITIONS: Bid submission constitutes acknowledgement, upon which Skagit County may rely, that Bidder thoroughly examined and is familiar with the Contract Provisions and Specifications documents, familiar with all applicable worksites, reviewed and inspected all applicable laws, statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received, and considered all addenda. Failure or neglect of Bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder's offer or to the contract. No claim for additional compensation will be allowed, which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed contract furnished to the successful Contractor results in a binding contract without further action by either party.

BID PROCEDURES AND CONDITIONS

PROPOSAL FORMS: At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

The proposal form will identify the project, list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for information such as: unit prices; extensions; total bid amount; signatures; date; retail sales taxes; the bidder's name, address, telephone number, and signature.

PREPARATION OF PROPOSAL: The Contracting Agency will accept only those Proposals properly executed on forms it provides.

All prices shall be in legible figures (not words) written in ink or typed. The Proposal shall include:

1. A unit price for each item (omitting digits more than four (4) places to the right of the decimal point)
2. An extension for each unit price (omitting digits more than two (2) places to the right of the decimal point)
3. The total Contract price (the sum of all extensions)

BID PRICE: The bidder shall submit the completed Bid Proposal as part of the bid. The bid shall include everything necessary for the prosecution and completion of the Contract including, but not limited to, furnishing all material, labor, equipment, and Subcontractors, and other facilities and all management, superintendent's labor and service as outlined in the Special Provisions, except as may be provided otherwise in the Contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and Skagit County will correct total price accordingly.

SIGNATURES: Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a Bid Proposal or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Bidder, upon request of Skagit County. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.

DELIVERY OF PROPOSAL: Sealed bids will be received by the Board of Skagit County Commissioners. Bids must be received no later than Monday, February 13, 2017 at 2:30 p.m. according to the SKAGIT COUNTY COMMISSIONERS' Reception Desk clock. All bid envelopes must be plainly marked on the outside, "Sealed Bid: LWD Purchase".

Hand-deliver or Mail to:
Skagit County Commissioners
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

It is the Contractor's responsibility to allow enough time for delivery to occur before the designated time. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted. Incomplete proposals cannot be considered. Oral, telephonic, telegraphic, electronic, or faxed proposals will not be accepted.

Skagit County reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of Skagit County. Quotation results and questions pertaining to this project can be obtained by calling Emily Derenne, Restoration Habitat Specialist, at (360) 416-1449.

Bids remain confidential and no information about bids is released until the public information of the bids is otherwise available.

WITHDRAWAL OR REVISION OF PROPOSAL: After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw or revise if:

1. The Bidder submits a written request signed by an authorized person, and
2. The Contracting Agency receives the request before the time for opening Bids.

The original Bid Proposal may be revised and resubmitted as the official Bid Proposal, if the Contracting Agency receives it before the time for opening Bids.

BID BOND/GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, Cashier's or certified check payable to the order of Skagit County for a sum not less than five percent (5%) of the estimated bid amount. Should the successful bidder fail to enter into such contract, the bid bond will be forfeited to Skagit County.

NON-COLLUSION: Submittal and signature of the non-collusion certificate confirms the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

CONSIDERATION OF BIDS: After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the Contracting Agency for Award purposes and to fix the amount of the Contract Bond.

The right is reserved by the Contracting Agency to waive informalities in the bidding, accept a Proposal of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way, if the best interest of the Contracting Agency is served.

A Bidder who wishes to claim error after the Bids have been opened and read as required by RCW 47.28.090 shall promptly notify the Contracting Agency that an error occurred. The Bidder shall submit a notarized affidavit or declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

The affidavit or declaration shall be submitted no later than 4:30 p.m. on the first business day after Bid opening or the claim will not be considered. The Contracting Agency will review the affidavit or declaration and the certified work sheets to determine the validity of the claimed error and if the error is of the kind for which the law allows relief from forfeiture of the Bid deposit. If the Contracting Agency concurs in the claim of error and determines that the error is of the kind which allows relief from forfeiture, the Bidder will be relieved of responsibility and the Bid deposit of the Bidder will be returned. If the Contracting Agency does not concur in the error or determines that the error is not the kind for which the law allows relief, the Contracting Agency may Award the Contract and if the Bidder refuses to execute the Contract, the Bidder's Bid deposit shall be forfeited as required by RCW 47.28.100. RCW 39.04.107 applies, thereafter.

NON-RESPONSIVE BID: Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by Skagit County and not further considered.

TIED BIDS: After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie breaker will be determined by drawing as described in Section 1-03.1(1) of the 2016 WSDOT Standard Specifications. 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 alphabetical 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 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive and responsible Bids are eligible to draw.

IRREGULAR PROPOSALS:

1. A Proposal will be considered irregular and *will* be rejected if:
 - a) The Bidder is not prequalified
 - b) The authorized Proposal form furnished by the Contracting Agency is not used or is altered
 - c) The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions
 - d) The Bidder adds provisions reserving the right to reject or accept the Award or enter into the Contract
 - e) A price per unit cannot be determined from the Bid Proposal
 - f) The Proposal form is not properly executed
 - g) The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A proposal may be considered irregular and *may* be rejected if:
 - a) The Proposal does not include a unit price for every Bid item
 - b) Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency
 - c) Receipt of Addenda (if applicable) is not acknowledged
 - d) A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected)
 - e) Proposal form entries are not made in ink or typed.

DISQUALIFICATION OF BIDDERS: As stated in Section 1-02.14 of the 2016 WSDOT Standard Specifications, a bidder may be deemed not responsible and their proposal rejected if:

1. the Bidder does not meet the mandatory bidder responsibility criteria, described above and in RCW 39.04.350(1), as amended; or
2. more than one proposal is submitted for the same project from a Bidder under the same or different names; or
3. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
4. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder, or
5. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of work; workmanship; progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
6. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the Work bid upon; or
7. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
9. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
10. a Bidder is not authorized to do business in the state of Washington; or
11. there are any other reasons deemed proper by the Contracting Agency.

PROTESTS: Protests will be in accordance with all RCWs, as applicable.

AWARD OF CONTRACT

CONDITION OF AWARD: It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. The Board of Skagit County Commissioners reserves the right to reject any or all bids for cause, and to waive minor irregularities in the bidding.

ACCEPTANCE OF AWARD: If awarded, the Contractor is deemed to have agreed to all Addenda, Bid Instruction to bidders, General and Contract Provisions, Scope of Work, Specifications, Contract, and all other related documents.

COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA: Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3, 4, 5, 6, and 7; 2 presiding over 3, 4, 5, 6, and 7; and so forth):

1. Addenda,
2. Proposal Form,

3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications, and
7. Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

This order of precedence shall not apply when Work is required by one part of the Contract but omitted from another part or parts of the Contract. The Work required in one part must be furnished even if not mentioned in other parts of the Contract.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

In case of any ambiguity or dispute over interpreting the Contract, the Engineer's decision will be final as provided in 2016 WSDOT Standard Specifications Section 1-05.1.

EXECUTION OF CONTRACT

EXECUTION OF CONTRACT: Within ten (10) calendar days after the award date, the successful Bidder shall return the signed contract, all required insurance certifications, and any other required documentation as specified in this document. Skagit County may grant up to a maximum of ten (10) additional calendar days after the award date for return of the documents, provided that Skagit County deems the circumstances warrant it.

CONTRACT DOCUMENTS: The Addenda, Bid Proposal, General and Contract Provisions and Specifications, and Contract, shall be a part of and constitute the Contract entered into by Skagit County and successful Bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.

CONTRACT BOND: The successful Bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved Surety (or Sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,

3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the Surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material or any other person who provides supplies or provisions for carrying out the work;

The Contracting Agency may require Sureties or Surety companies on the Contract Bond to appear and qualify themselves. Whenever the Contracting Agency deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining work. Until the added Surety is furnished, payments on the Contract will stop.

RETAINAGE: RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five percent (5%) of the moneys earned by the contractor as a trust fund for the protection and payment of:

1. The claims of any person arising under the Contract; and,
 - a) The State with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such Contractor.

At the option of the Contractor, the monies reserved shall be:

1. Retained in a custodial fund by Skagit County (non-interest bearing)
2. Deposited by Skagit County in an escrow (interest bearing) account in a bank or savings and loan institution (interest on monies so retained will be paid to the Contractor). Deposits are to be made in the name of the Contracting Agency and are not allowed to be withdrawn without the Contracting Agency's written authorization. The Contracting Agency will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At the time the Contract is executed the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges for both and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The Contracting Agency may also, at its option, accept a retainage bond in lieu of retainage.

The retained percentage will be released sixty (60) days following the Completion Date provided all of the following conditions have been satisfied:

1. On Contracts totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. The Contractor and all Subcontractor(s) files with the Department of Labor and Industries an "Affidavit of Wages Paid" and the approved document is received by Skagit County.

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3, and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Contracting Agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
5. The Contractor has obtained a certificate showing that all contract-related taxes have been paid from the Washington State Department of Revenue.

INSURANCE: Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the County.

1. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$1,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
2. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
3. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the County authorizes sublet work, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the County. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

Upon written request by the County, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

ADDITIONAL INSURED: Prior to the Contractor performing any Work, Contractor shall provide the County with a Certificate of Insurance acceptable to the County Attorney evidencing the above-required insurance and naming Skagit County, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Skagit County shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the County of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirement.

The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies:

Skagit County its officers, officials, employees, and agents and volunteers are named as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

The Contractor's insurance coverage shall be primary insurance as respects Skagit County, its officers, officials, employees, agents, volunteers and consultants. Any insurance and/or self-insurance maintained by Skagit County, its officers, officials, employees, agents and consultants shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

An additional insureds endorsement template can be provided by Skagit County, upon request.

PUBLIC WORKS PROJECT – PREVAILING WAGE: The materials purchased will be used in public work type projects as defined in RCW 39.12, and therefore, subject to state prevailing wage rates as set forth by the Washington Department of Labor and Industries. Bidders are advised to consider this charge when computing bids.

If awarded the project, the Contractor and each Subcontractor shall complete or have on file with the County a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of each project, before final payment is authorized. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/TradesLicensing/PrevWage>.

LICENSES AND PERMITS: Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractors awarded a County Contract are responsible for compliance with Washington State Business License regulations.

SUBCONTRACTING: No portion of the contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the County. As stated in Section 1-08.1 of the 2016 WSDOT Standard Specifications, the Contractor shall verify that every first tier Subcontractor meets the responsibility criteria stated below at the time of subcontract execution. The Contractor shall include these responsibility criteria in every subcontract, and require every Subcontractor to:

1. Possess any electrical contractor license required by RCW 19.28 or elevator contractor license required by RCW 70.87, if applicable;
2. Have a certificate of registration in compliance with chapter RCW 18.27;
3. Have a current State unified business identifier number;
4. If applicable, have:
 - a. Industrial insurance coverage for the bidder's employees working in Washington (Title 51 RCW);
 - b. An employment security department number (Title 50 RCW);
 - c. A State excise tax registration number (Title 82 RCW);
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
6. Verify these responsibility criteria for every lower tier subcontractor at the time of subcontract execution; and,

7. Include these responsibility criteria in every lower tier subcontract.

CHANGES/AMENDMENTS: Skagit County reserves the right to add or delete work, items, agencies, or locations from this contract, subject to appropriate adjustments to the Contract price. Added items, agencies, or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by an amendment to the Contract. The execution of an amendment shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the amendment, except as specifically described in the amendment. General reservations of rights will be deemed waived and void.

WARRANTY OF WORK: In summary, Contractor hereby warrants that all of the work, materials or equipment furnished under this Contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. Skagit County will give notice of observed defects with reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by Skagit County until the work or, equipment is repaired or replaced by the Contractor and accepted by Skagit County. In the event that fewer than 90 days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least 90 days guarantee of the work from the date of acceptance of such repair or replacement.

MATERIAL APPROVAL: All materials are in accordance with Specifications. Any substitution of products are subject to Skagit County's prior approval, and, if rejected, are held subject to the Contractor's risk and expense.

EQUAL OPPORTUNITY AND NONDISCRIMINATION: Hiring or employment made possible or resulting from this Contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age, (except minimum age and retirement provisions), marital status, or in the presence of any sensory, mental, or physical handicap.

FAILURE TO EXECUTE CONTRACT: Upon failure to return the performance and payment bonds, insurance certifications, and any other required documentation as specified in this document with the signed contract, as required, Skagit County may then award the contract to the second lowest responsive and responsible Bidder, or reject all remaining bids.

RETURN OF BID BOND/GUARANTY: Proposal bonds and deposits will be held until the Contract has been properly executed pursuant to RCW 36.32.250. When the Contract has been properly executed, all remaining bonds or deposits, except those subject to forfeiture, will be returned.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold Skagit County harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

APPLICABLE LAW AND FORUM: Except as specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Skagit County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

APPLICATION OF SALES TAX: The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay State sales tax. Department of Revenue Rule 171 applies to this project. This work is not exempt from Sales Tax. The contractor shall include 8.5% sales tax as shown on the Bid Proposal. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

DEFENSE & INDEMNITY AGREEMENT: The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

HOLD HARMLESS: The Contractor shall hold Skagit County and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the Contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by Skagit County, the Contractor shall pay the same.

SAFETY MEASURES: All work under this Contract shall be performed in a safe manner. Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall 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 shall apply continuously and not be limited to normal working hours.

Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving

parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards, in accordance with applicable safety regulations.

MUTUAL RESPONSIBILITY OF CONTRACTOR: If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor(s) or subcontractor(s) by agreement or arbitration if such other Contractor(s) or subcontractor(s) will so settle. If such other Contractor(s) or subcontractor(s) shall assert any claim against Skagit County account of any damage alleged to have been sustained, Skagit County shall notify Contractor, who shall indemnify and save harmless Skagit County against any such claim.

TERMINATION FOR BREACH AND/OR DEFAULT: Skagit County shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractor's breach, as provided by law.

Breach: A breach of a term or condition of the Contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in Skagit County's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in Skagit County's sole opinion, renders the Contractor unable to perform any aspect of the contract.

Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

Opportunity to Cure Default: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, Skagit County may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. Skagit County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by Skagit County. Skagit County may terminate the Contract for nonperformance, breach, or default without allowing the opportunity to cure by the Contractor.

Remedies for Cure of Default: In summary, if the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, Skagit County may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this Contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend Contractor from receiving future invitations to bid. Skagit County may procure the articles or services from other sources and hold the Bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

TERMINATION FOR PUBLIC CONVENIENCE: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

CLAIMS AND DISPUTE RESOLUTION: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A Claim may also include other disputes and matters in question between Skagit County and Contractor arising out of or related to the Contract. Claims must be made in writing. The responsibility to substantiate Claims shall rest with the party making the Claim. A notice of a potential or future Claim does not constitute a Claim. Any Claims of the Contractor against Skagit County for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the Contract. No act, omissions, or knowledge, actual or constructive, of Skagit County shall in any way be deemed a waiver of the requirement for timely written notice and a timely written Claim unless Skagit County provides Contractor with an explicit, unequivocal written waiver.

All claims must be addressed to: Skagit County Engineer, 1800 Continental Place, Mount Vernon, WA 98273.

Contractor shall submit in writing to Skagit County all Claims, within seven (7) days of the event giving rise to the Claim. Written Claim must specify the conditions and requested relief. Skagit County shall consider such Claim and shall meet with the Contractor to confer and attempt to resolve the Claim.

Contractor shall diligently carry on the Work and maintain the Contractor's Construction Schedule during any dispute resolution proceedings, unless otherwise agreed by it and Skagit County in writing.

Mediation: If the Claim is not resolved in the process provided immediately above, neither the Contractor nor any Subcontractor or Supplier of any tier may bring a claim against Skagit County in litigation unless the Claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by Skagit County and Contractor.

Litigation: Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered as provided above. All unresolved Claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) 120 days after the day of Substantial Completion designed in writing by Skagit County (provided that a mediation session has

occurred as provided above); or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Skagit County.

PAYMENT

INVOICES: The Contractor shall be paid, upon submission of a proper invoice for payment request, the prices stipulated in the Contract for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76. Submitted Payment Requests must contain the following minimum information:

- Contract number;
- Item number, quantity and description as appropriate;
- Unit and extended prices.
- Approved Intent of Wages Paid with Department of Labor and Industries

Mail Payment Requests to:

Skagit County Public Works

ATTN: Emily Derenne

1800 Continental Place

Mount Vernon, WA 98273-5625

Payment will be made to the Contractor upon completion of all work and after final inspection and acceptance of the work by the Owner's Representative.

SPECIFICATIONS

- 1.01 The purpose of this Call for Bids is to purchase one hundred twenty (120) pieces of Large Woody Debris (Logs with attached Rootwads). Bids shall be per piece.
- 1.02 Bidders shall complete all information required in the blanks and list any substitutions. Skagit County reserves the right to reject any and all substitutions if proposal does not meet specifications.

ITEM TO BID: PURCHASE OF 120 PIECES OF LARGE WOODY DEBRIS (LOGS WITH ATTACHED ROOTWADS)

Requirements/Specifications: Complete and provide all information below. Provide additional attachments, as needed, for clarification.

- A. Large Woody Debris (LWD) will be native trees.
 - a. Half (60 pieces) of the LWD shall have an intact rootwad with a minimum diameter of seven (7) feet. The attached trunk shall be a minimum of eighteen (18) inches at a point five (5) feet above where the rootwad ends and the trunk begins, and be a minimum of twenty (20) feet in length measured from where the rootwad ends and the trunk begins.
 - b. One-quarter (30 pieces) shall have an intact rootwad with a minimum diameter of five (5) feet, a maximum stem diameter of eighteen (18) inches and a minimum stem diameter of twelve (12) inches, and be twenty (20) feet in length.
 - c. One-quarter (30 pieces) shall have an intact rootwad with a minimum diameter of nine (9) feet, a maximum stem diameter of eighteen (24) inches and a minimum stem diameter of twelve (12) inches, and be twenty (20) feet in length.
 - d. The tree species shall be native Coniferous species, but not limited to Western Red Cedar, Western Hemlock, Sitka Spruce, or Douglas Fir. No deciduous trees are permissible.
- B. Each piece shall be free of structural defects such as Rot Holes or Char that appear to severely weaken the wood, and will be rejected. Pieces with deep spiral checks or severe splits will be rejected. End shatters will be acceptable if the shattered area did not extend and split the trunk. Roots shall be substantially free of soil and rocks.
- C. The Contractor will need to coordinate with Skagit County prior to initial delivery to determine storage site and gain access to the property.
- D. Before materials are delivered to the site, the Contractor shall provide copies of all applicable permits and licenses required for the harvest and transporting of LWD. The permits may include, but are not limited to, Land Disturbance Permits and State Forest Practice Permits.
- E. The Contractor shall provide proof of conformity with State Utilities and Transportation Commission requirements by submitting a copy of State Common Carrier Permit for the transportation of LWD.

- F. Delivery of the Large Woody Debris may be staggered over the life of the contract as long as at least half of each size class is delivered by July 1, 2017 with the remainder being delivered by June 1, 2018.
- G. Delivery: Bid price shall include delivery of bid item to Dukes Hill Quarry stockpile site, Skagit County, Washington, near Sedro-Woolley, WA.
- H. Materials shall be subject to inspection by Skagit County **prior** to off-loading unless other arrangements are made.
- I. LWD must be off-loaded at time of delivery to Dukes Hill stockpile site as designated in the bid proposal. Contractor must have the ability to off-load unassisted by County staff or equipment. Off-loading must occur by self-loading and shall not include side-dumping, rear-dumping, or any other means that could damage the integrity of the attached roots. Skagit County will stack and organize off-loaded material to be sure off-loading location remains clear for the Contractor.

APPENDIX A
State Prevailing Wages

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 1/6/2017

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Skagit	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
Skagit	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$50.41	<u>5D</u>	<u>3A</u>	<u>8L</u>
Skagit	Truck Drivers	Dump Truck	\$16.98		<u>1</u>	
Skagit	Truck Drivers	Dump Truck And Trailer	\$16.98		<u>1</u>	
Skagit	Truck Drivers	Other Trucks (W. WA-Joint Council 28)	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
Skagit	Truck Drivers	Transit Mixer	\$32.12		<u>1</u>	

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
- J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

3.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. 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.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

4. D. 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 Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

Holiday Codes Continued

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

Note Codes Continued

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

APPENDIX B
Vendor Services Agreement, Contract Bond, Prevailing Wage
Acknowledgement, and Retainage Option – Informational Only

VENDOR SERVICES AGREEMENT

Skagit County, through the Department of _____ (hereinafter referred to as County) and _____ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as described in "**Exhibit A**".

2. County will compensate Contractor a maximum of _____, chargeable to GL expenditure code(s) # _____.

3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

4. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

5. This Contract shall commence on _____ and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.

6. The Contractor shall not assign any interest in this Contract and shall not transfer

any interest in same without prior written County consent.

7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.

8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in

"Exhibit "B". The contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractors insurance and shall not contribute to it.

9. Prevailing Wages:

Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

CONTRACTOR:

Signature & Title of Signatory
(Date _____)

Print Name

Title

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this _____ day of _____, 2016.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

INFORMATIONAL ONLY

EXHIBIT "B"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

- ☐ 1) Commercial General Liability Insurance
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**
Thirty (30) days written notice to the County of cancellation
of the insurance policy.
- ☐ 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- ☐ 3) Insurance is waived

Date: _____
Risk Manager

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that Skagit County, a Municipal Corporation of Washington, has awarded

_____ of _____, as Principal, and _____ as Surety, are jointly and severally held and bound unto the County of Skagit in the penal sum of _____ (\$_____), dollars, for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 2017, the said Principal, herein, executed a certain contract with the County of Skagit by the items, conditions and provisions of which contract the said _____, Principal, herein agree to furnish all material and do certain work, to wit: That _____ will undertake and complete the

**Purchase of 120 Pieces of Large Wood Debris (Logs with Attached Rootwads)
Project #WA402000**

according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by _____ (principal) undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 2017.

(Principal)

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

APPROVED AS TO FORM
RICH WEYRICH
Skagit County Prosecuting Attorney

APPROVED AS TO FORM
JESSICA NEILL HOYSON
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2017

SURETY BOND NUMBER

CONTRACT NUMBER

PREVAILING WAGE ACKNOWLEDGMENT

Mail or fax to: **Skagit County Public Works**
 1800 Continental Place
 Mount Vernon, WA 98273
 360-336-9400
 360-336-9478 (fax)

We, 34T, the undersigned vendor acknowledge receipt of the Washington State Prevailing Wage scales for the Public Works Contract for the Skagit County Street Waste Facility Project #WA402170.

Dated: _____

Signed by: _____
(Name & Title)

Attention Sole Proprietors, Partners & Officer/Owners

- Sole owners of their own businesses who perform the actual work themselves are not required to pay themselves the prevailing wage rates.
- Partners in a partnership who own at least 30% of a company are likewise not required to pay themselves prevailing wage rates.
- The President, Vice President, and Treasurer of a corporation are not required to pay themselves prevailing wage, as long as each owns at least 30% of the corporations.

These companies are not exempt from the remaining requirements of the statute, including the filing of Intent and Affidavit forms, Any worker who owns less than 30% of the company is not exempt and must be paid the prevailing wage rate. WAC 296-127-026.



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of **Chapter 60.28 RCW**, at the option of the Contractor, shall be:

- ☐ 1. I hereby elect to have the retained percentage of this contract held in a fund by Skagit County in a non-interest bearing account.
- ☐ 2. I hereby elect to have Skagit County deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

I hereby further agree to open the interest-bearing account in a qualified financial institution. I further agree to provide instructions to the bank to provide Skagit County Public Works with a monthly account statement to the attention of the Project Manager. Prior to Skagit County depositing any funds into the account, the CONTRACTOR shall obtain a letter from the financial institution on their letterhead stating the account number and bank address and confirming they will not release any funds until authorized in writing by Skagit County.

- ☐ 3. I hereby elect to have Skagit County invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

Skagit County shall not be liable in any way for any costs or fees in connection therewith. Prior to Skagit County investing any funds in an escrow account, the CONTRACTOR shall obtain an escrow agreement from the repository stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by Skagit County. Additionally, Skagit County Public Works will require a monthly statement from the bank for the escrow account.

- ☐ 4. I hereby elect to obtain a Retainage Bond acceptable to Skagit County, and agree to provide the original bond to the County. I acknowledge that no retainage will be held by Skagit County from the CONTRACTOR when Skagit County has received an acceptable bond.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Company Name

Date

Authorized Signature

Title

Print Name

Phone Number

APPENDIX C

Vicinity Map

Delivery Site Vicinity Map



APPENDIX D
Bid Proposal – Informational Only



Proposal For Bidding Purposes

For the Purchase of:

LARGE WOODY DEBRIS
(LOGS WITH ATTACHED ROOTWADS)

Project #WA402000

SKAGIT COUNTY PUBLIC WORKS
MOUNT VERNON, WA

SKAGIT COUNTY
PUBLIC WORKS DEPARTMENT
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273-5625
(360) 416-1400

PROPOSAL

PURCHASE OF LARGE WOODY DEBRIS (LOGS WITH ATTACHED ROOTWADS) PROJECT #WA402000

Skagit County, Washington

2017

**** ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE ****

All bid envelopes must be plainly marked on the outside, "**Sealed Bid: LWD Purchase**".

Sealed Bids will be received at the following location before **2:30 p.m. on Monday, February 13, 2017** according to the SKAGIT COUNTY COMMISSIONERS' Reception Desk clock. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic, electronic, or faxed proposals will not be accepted. All bidding shall be based upon compliance with the General & Contract Provisions and Specifications.

Sealed Bids will be received at the following location before the specified time:

Hand Delivered: Skagit County Commissioners
Reception Desk
1800 Continental Place, Suite 100
Mount Vernon, Washington, 98273-5625

Via Mail: Skagit County Commissioners
1800 Continental Place, Suite 100
Mount Vernon, Washington, 98273-5625

The bid opening date for this project will be **Monday, February 13, 2017**. The bids will be publicly opened and read after **2:30 p.m.** on this date.

PROPOSAL

BOARD OF SKAGIT COUNTY COMMISSIONERS
MOUNT VERNON, WASHINGTON 98273-5625

Attention:

This certifies that the undersigned has examined the

**PURCHASE OF LARGE WOODY DEBRIS
(LOGS WITH ATTACHED ROOTWADS)
PROJECT #WA402000**

and that the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid shall be shown. All entries must be typed or entered in ink.)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Logs with minimum seven-foot (7') diameter rootwads	60	Each		\$
2	Logs with minimum five-foot (5') diameter rootwads	30	Each		\$
3	Logs with minimum nine-foot (9') diameter rootwads	30	Each		\$
4	Delivery to Dukes Hill Quarry stockpile site	120	Each		\$
SUBTOTAL:					\$
Washington State Sales Tax at 8.5% Rate:					\$
TOTAL BID:					\$

MUST ACCOMPANY EACH BID
FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

PROPOSAL – Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this purchase.

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

- ☐ CASHIER'S CHECK In the amount of \$ _____ Dollars
- ☐ CERTIFIED CHECK In the amount of \$ _____ Dollars
(Payable to Skagit County)
- ☐ PROPOSAL BOND In the amount five percent (5%) of the total bid.

Receipt is hereby acknowledged of Addendum(s) No.(s) _____, _____ & _____

Signature of Authorized Official(s):

Proposal Must Be Signed → _____

Print Name _____

Firm Name: _____

Address: _____

Phone: _____

State of Washington Contractor's License No. _____

UBI No. _____ Employment Security Department No. _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Skagit County will be cause for considering the proposal irregular and subsequent rejection of the bid.

**FAILURE TO SIGN OR COMPLETE ALL INFORMATION WILL RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free 'hotline' Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the 'hotline' to report such activities.

The 'hotline' is part of USDOT's continuing effort to identify and investigate highway construction fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

MUST ACCOMPANY EACH BID

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

NON-DISBARMENT CERTIFICATION

Are you on Comptroller General's list of Ineligible Contractors or list of parties excluded from Federal procurement or non-procurement programs? ☐ NO ☐ YES

Company Name: _____

Type of Business ☐ Corporation ☐ Partnership (general) ☐ Partnership (limited)
☐ Sole Proprietorship ☐ Limited Liability Company

FID #: _____

Company Address: _____

The County/State/Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

**SUBMIT THE
ENCLOSED PROPOSAL
BOND FORM WITH
YOUR PROPOSAL**

**USE OF OTHER FORMS
MAY SUBJECT YOUR
BID TO REJECTION**

INFORMATIONAL ONLY

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ of _____ as principal, and the _____ a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Skagit County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following, to wit:

Purchase of Large Woody Debris
(Logs with Attached Rootwads)
Project #WA402000

said bid and proposal, by reference thereto, being made a part hereof.

NOW THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Skagit County within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, 2017.

(Principal)

(Surety)

(Attorney-in-fact)