

**COLUMBIA IRRIGATION DISTRICT
TREE REMOVAL
UNIT PRICED CONTRACT
REQUEST FOR BIDS**

1.0 GENERAL

The Columbia Irrigation District (CID) is requesting Bids from tree removal contractors to furnish tree removal, trimming, stump removal, grinding, or any other service relative to tree, shrubs, and/or other vegetation removal, including clean-up (the “Work”).

Work shall be completed by a licensed and bonded tree removal specialty Contractor. Said contractor shall furnish all labor, materials, and equipment necessary to complete all Work.

2.0 LOCATION OF WORK

The Work will be conducted on CID property, easements and/or rights of way. The specific location of any Work shall be provided to Contractor by the CID General Manager.

3.0 PERMITS AND FEES

All permits and associated fees necessary to complete the Work shall be the responsibility of the Contractor and shall be considered incidental to the Contract.

4.0 TERM

The term of this contract shall be from February 15, 2023 through September 30, 2023. CID has the right to terminate this contract, with or without cause, at any time with 14-day written notice to Contractor.

5.0 GENERAL CONTRACT CONDITIONS / BID DOCUMENTS

All Contractor requirements, responsibilities, obligations, and other conditions of contract for the Work contemplated by this Request for Bids, shall be as is set forth in that certain Tree Removal Unit Priced Contract, a copy of which is attached as **Exhibit A**. Said Contract, the Request for Qualifications, the Bid Proposal, and the Bid Bond shall constitute the Bid Documents.

6.0 BONDS

The Bid must be accompanied by a Bid Bond or certified check, payable to the CID, in an amount not less than 5% of the hourly rate amount Bid multiplied by 100.

7.0 INSURANCE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold employees harmless from any and all liabilities, claims, damages, costs, expense, or attorneys’ fees arising from or relating to the work performed under this Agreement to the extent of the Contractor’s negligence.

The Contractor waives, with respect to CID, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage: Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages: Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. CID shall be named as an additional insured on said insurance in a form acceptable to CID's Attorney. The Contractor agrees to repair and replace all property of CID and all property of others damaged by the Contractor, Contractor's employees, subcontractors, and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Certificates of Insurance acceptable to the CID shall be filed with the CID prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior Written Notice has been given to the CID.

All the insurance policies shall name as the insured the Contractor, and the CID.

8.0 TAXES

The Contractor will pay all sales, consumer, use, and any other taxes required by the laws of the place where the Work is performed.

9.0 SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as

binding as if given to the Contractor. The supervisor shall always be present on the site as required to perform adequate supervision and coordination of the Work.

10.0 PREVAILING WAGES

During the course of this project, the Contractor will be responsible for complying with all the applicable federal and state statutes and regulations and specifically with the provisions of the state's Prevailing Wage Act, Chapter 39.12 RCW, with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330, as supplemented by Department of Labor regulation 29 CFR, Part 5), and the State of Washington, and all applicable Equal Employment Opportunity laws.

The Contractor shall insure that no workman, laborer, or mechanic employed in the performance of any part of the contract shall be paid less than the "prevailing rate of wage" as determined by the Industrial Statistician of the Department of Labor and Industries.

Current prevailing wage information and data is available at the Department of Labor and Industries website:

secure.lni.wa.gov/wagelookup

Effective date for the wage and benefit rates to be used for this project is January 27, 2023.

The project is located in Benton County, Washington.

A copy of the current prevailing wage rates is available for viewing at the CID office and the CID will mail a hard copy upon request.

Acceptance of the work by the Owner shall not be completed until a certificate has been received from the Department of Labor and Industries that the Contractor has conformed to the Prevailing Wages Act.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest as defined by RCW 39.12.010, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries, and the decision of the director of the Department of Labor and Industries shall be final, conclusive, and binding on all parties involved in the dispute.

11.0 BID FORM / WITHDRAWAL

No bid shall be considered except those submitted on the Bid Proposal form included with these Contract Provisions. Substitutions will not be accepted during the bid process. Bids may not be withdrawn after January 25, 2023. CID expressly reserves the right to reject any or all bids.

12.0 INTERPRETATION OF CONTRACT

No oral interpretation will be made to any Bidder as to the meaning of the Bid Documents, and any oral communication is not binding on CID.

13.0 SIGNATURE

Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by a partnership must be signed by one of the managing partners. Bids by corporations must be signed by an officer having authority to so sign. Bids by limited liability companies must be signed by a member with manager authority.

14.0 NON-COLLUSION

By bid signature the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing.

15.0 LOW RESPONSIBLE BIDDER

It is the intent of CID to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

- A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria as set forth in RCW 39.04.350:
- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
 - 2) Have a current Washington State Unified Business Identifier (UBI) number.
 - 3) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 5) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
- B. Supplemental Bidder Responsibility Criteria. The Bidder must have a current

Washington State Tree Removal Specialty Contractor license, and proof of the same.

16.0 AWARD OF CONTRACT

Upon award of the contract, the successful Bidder will receive a Notice of Award and Contract Documents. The awarded Bidder (Contractor) must sign and return all Contract Documents to the CID within ten (10) days. If not returned within ten (10) days, CID retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

BID PROPOSAL

1. Provide tree removal, trimming, stump removal, grinding, or any other service relative to tree, shrubs, and/or other vegetation trimming or removal, as requested by the CID General Manager.

PER HOUR UNIT PRICE: _____

CONTRACTOR: _____

BY / TITLE: _____

CONTRACTOR LICENSE NO.: _____

DATE: _____

Bids shall be submitted to the Columbia Irrigation District, 10 East Kennewick Avenue, Kennewick, Washington 99336, on or before January 27, 2023. Bids shall be submitted in a sealed envelope plainly marked on the outside as "Bid for Tree Service Provider" and the envelope shall bear the name, address and contractor's license number of the Bidder.

A Bid Bond in the amount of 5% of the hourly rate amount bid multiplied by 100 is required to be submitted with the bid. Refer to Section 6.0, Bonds.

The CID reserves the right to waive informalities or minor defects and to reject any or all Bids.