

**CITY OF FORKS
WASHINGTON**

**SMALL WORKS ROSTER
BID PACKAGE**

**Forks Industrial Park
PUD Electrical Extension
Trenching, Boring & Backfill Project**

Bids Due: Friday, 24 April 2026 at 2:00 PM
City of Forks, 500 East Division Street, Forks, WA 98331

*Issued by: Rod Fleck, City Attorney/Planner
(360) 374-5412, Ext. 111*

NOTICE TO CONTRACTORS – REQUEST FOR BIDS

Contract No.: SW-2026-01

Project: Forks Industrial Park – PUD Electrical Extension Trenching, Boring & Backfill

The City of Forks (City) hereby solicits bids from qualified contractors on the City's Small Works Roster for the following public works project pursuant to RCW 39.04.155.

Project Summary

The City of Forks requires a contractor to provide all labor, equipment, and materials necessary for trench excavation, under-roadway boring, bedding, backfill, and surface restoration in support of the Clallam County Public Utility District (PUD) electrical line extension to the Forks Industrial Park. PUD will perform all vault installation, conduit placement, and conductor installation; the Contractor is responsible only for the excavation and backfill work described herein.

Scope of Work (Summary)

- Approximately 3,100 linear feet of trench excavation along SR 110, SR 101, and Sitkum-Solduc Road (SSR), minimum 42" deep and 18" wide
- Horizontal directional boring: approximately 130–150 LF beneath SR 101; approximately 80–100 LF beneath SSR, minimum 60" below finished road surface
- Excavation of two (2) Junction Vault locations and four (4) Splice Vault locations at PUD-designated sites
- Sand/select bedding and compacted backfill per PUD Trench Detail DET3
- Asphalt cutting, excavation, and backfill within the Industrial Park fenced area
- Asphalt repair/replacement of disturbed paved areas
- Bid Alternative: additional conduit trench from PUD Metering Cabinet to Industrial Park building (see Bid Form)

Bid Documents

Bid documents are available from the City of Forks Planning Department at the address below or by email request. Documents are also available on the MRSC Small Works Roster portal.

Bid Submission

Sealed bids must be received by the City of Forks Planning Department no later than Friday, April 24, 2026 at 2:00 PM. Bids may be delivered in person or by mail to:

City of Forks – Planning Department

Attn: Rod Fleck – BID PROPOSAL

500 East Division Street, Forks, WA 98331

Fax: (360) 374-9430

Bids will be publicly opened at City Hall on the date and time noted above. Contract award may occur at the City Council meeting on April 27, 2026.

Prevailing Wage

This is a public works project. All workers must be paid prevailing wages in accordance with RCW 39.12. The applicable prevailing wage rates for Clallam County are published by the Washington State Department of Labor and Industries (L&I) and are available at www.lni.wa.gov. The applicable prevailing wage rates shall be those in effect on the bid due date.

Contractor Requirements

- Must be registered with Washington State L&I as a general contractor (RCW 18.27)
- Must be on the City of Forks' Small Works Roster or agree to be added prior to bid award
- Must provide evidence of insurance as specified herein
- 5% bid security required (bid bond, certified check, cashier's check, or money order)

Estimated cost: \$290,000

Questions

All questions must be submitted in writing to **Rod Fleck, City Attorney/Planner** by email at rodf@forkswashington.org or fax at (360) 374-9430, no later than Noon on Thursday, April 16, 2026. Responses will be issued by written addendum.

The City of Forks reserves the right to reject any and all bids, waive informalities or irregularities, and to award the contract to the lowest responsible bidder in the best interest of the City pursuant to RCW 39.04.155.

The City of Forks is an Equal Opportunity Employer. Minority, women-owned, and veteran-owned businesses are encouraged to submit bids.

INSTRUCTIONS TO BIDDERS

1. Small Works Roster Procurement

This contract is being procured using the Small Works Roster process authorized by RCW 39.04.155. Solicitation will be through the Municipal Research Services Center known as the MRSC Rosters and specifically the small works roster found here: <https://mrscrosters.org/> Contractors must be registered and part of this roster at the time of bid solicitation. The City cannot accept a bid proposal from a contractor not enrolled in the MRSC Rosters. The City solicits bids from all qualified roster contractors for projects within the applicable cost range.

2. Examination of Documents and Site

Bidders shall carefully examine all bid documents and the project site before submitting a bid. Bidder's submission of a bid constitutes acknowledgment that the bidder has examined the Contract Documents and is fully familiar with all site conditions. No additional compensation will be allowed due to failure to inspect the site or review the documents.

To arrange a site visit, contact Nick Dias (360) 374-5412, Ext. 105. A pre-bid site visit is strongly encouraged.

3. Preparation of Bids

- Bids shall be submitted on the Bid Form provided herein. All blanks must be completed in ink or typed.
- All unit prices and lump sum amounts must be filled in. Failure to provide required pricing will render the bid non-responsive.
- The bidder shall not alter, add conditions to, or qualify the Bid Form.
- Bid prices shall include all costs for labor (at prevailing wage), equipment, materials, sales tax, bonding, insurance, overhead, and profit.
- Washington State sales tax shall NOT be included in bid unit prices; it will be added at the time of payment.

4. Bid Security

Each bid must be accompanied by bid security in the form of a bid bond, certified check, cashier's check, or postal money order payable to the City of Forks, in an amount not less than 5% of the total base bid. Bids not accompanied by bid security will be rejected as non-responsive.

5. Subcontractors

Bidders shall list any subcontractors proposed for trenching or boring work on the Bid Form. All subcontractors must be licensed by Washington State L&I.

6. Certification of Wage Compliance

Bidders must complete and submit the Certification of Compliance with Wage Payment Statutes with their bid. Pursuant to RCW 39.04.350, bids that do not include a completed certification will be rejected.

7. Bid Submittal

Sealed bids must be received at the City of Forks Planning Department, 500 East Division Street, Forks, WA 98331, Attn: Rod Fleck, **no later than FRIDAY, 24 April 2026 at 2:00 PM.** Bids will not be accepted after this time. Bids submitted by fax or email will not be accepted.

The outer envelope shall be clearly marked: "SEALED BID – SR 110/101 PUD Trenching Project – DO NOT OPEN."

8. Bid Opening

Bids will be publicly opened and read aloud on **FRIDAY, 24 April 2026 at 2:00 PM**, at City Hall, 500 East Division Street, Forks, WA 98331.

9. Bid Evaluation and Award

The City will award the contract to the lowest responsive, responsible bidder consistent with RCW 39.04.155. The City reserves the right to reject any or all bids, waive informalities, and accept the bid deemed to be in the best interest of the City.

The Bid Alternative amount will NOT be used to determine the lowest bidder. The City may elect to award the Bid Alternative at its sole discretion.

10. Bid Validity

Bids shall remain firm and irrevocable for sixty (60) calendar days from the date of bid opening.

11. Contract Execution

The successful bidder will be required to execute the Agreement, provide a Performance Bond and Payment Bond each equal to 100% of the contract amount, and provide certificates of insurance as specified herein, within ten (10) calendar days of receipt of the Notice of Award. Failure to do so may result in forfeiture of bid security.

12. Addenda

Any changes to the bid documents will be issued by written addendum. Bidders are responsible for checking for addenda prior to submitting their bid. Each bidder shall acknowledge receipt of all addenda on the Bid Form.

PROJECT DESCRIPTION AND TECHNICAL SPECIFICATIONS

1. Project Overview

The City of Forks requires a contractor to perform trench excavation, horizontal directional boring, bedding material placement, compacted backfill, and asphalt repair in support of Clallam County PUD's extension of primary electrical service to the Forks Industrial Park building located at 143 Sitkum-Solduc Road (SSR). The PUD has designed the electrical system and will supply and install all vaults, conduit, conductors, and warning tape. The Contractor's scope is limited to earth work and surface restoration as described herein. The project alignment, vault locations, and coordination with PUD electrical installations are illustrated on the Project Map included herein as Exhibit A.

2. Project Location

Work will be conducted within the public right-of-way of the following roadways and within the fenced area of the Forks Industrial Park:

- SR 110 (La Push Road) – from a PUD-designated point approximately 500' west of the SW corner of the intersection of SR 110 and SR 101
- SR 101 – roadway crossing (boring only)
- Sitkum-Solduc Road (SSR) – roadway crossing (boring) and trenching near the Industrial Park
- Forks Industrial Park, 143 Sitkum-Solduc Road – asphalt cutting, vault excavation, and trenching within fenced area

All work within SR 110 and SR 101 rights-of-way shall be within the Zone B of the right-of-way as illustrated in WSDOT Utilities Manual M 22-87.07, November 2014 edition, Figure 120-3 (Minimum Cover for Pipe Installation). **SEE EXHIBIT B**

3. Trench Excavation

Contractor shall excavate trench for placement of PUD conduit along the alignment depicted on the project map (PUD MAP, attached). The following minimum standards apply to all trenching:

- Minimum trench depth: 42 inches; maximum trench depth: 48 inches
- Minimum trench width: 18 inches
- Trench alignment and locations as directed by PUD in the field
- Total trench length: approximately 3,100 linear feet (confirm field-verified quantity with PUD prior to bid)
- All trenching shall comply with WAC 296-155-657 (Excavation, Trenching, and Shoring) and PUD Trench Detail DET3 (PUD 2000 Primary or Service Trench – Installation Specification). Note: Detail A on DET3 shall NOT be used on this project. **SEE EXHIBITS C, D, E**
- Contractor is responsible for all trench shoring, shielding, or sloping as required by WAC 296-155-657 for worker safety. All costs shall be included in the Trench Safety bid item.

4. Vault Excavation

Contractor shall excavate the following vault locations at sites designated by PUD:

- Junction Vaults: up to two (2) locations, each approximately 84" deep x 84" square (confirm final count with PUD — currently 1 or 2 vaults). One junction vault will be within the paved Industrial Park area. See PUD 430 Junction Box - Vault - 600 AMP JV3-600.
- Splice Vaults: four (4) locations, each approximately 84" deep x 56" wide x 84" long See PUD 430 Splice Vault – SPV detail attached.

Contractor shall backfill vault excavations to the top of the cement vault walls after PUD installs vaults, using the same bedding/backfill specification as trenching.

5. Horizontal Directional Boring

Contractor shall perform horizontal directional boring for conduit placement at two roadway crossings:

- SR 101 crossing: approximately 130–150 linear feet
- Sitkum-Solduc Road (SSR) crossing: approximately 80–100 linear feet

Boring requirements:

- Minimum bore depth: 60 inches below the lowest point of the finished roadway surface or shoulder
- Minimum depth below any drainage ditch: 42 inches
- Bore start and end points must be at least 6 feet from the lowest point of any ditch associated with the roadway
- Boring shall occur entirely within the right-of-way lines of both roadways
- Bore diameter and conduit size as directed by PUD

6. Bedding and Backfill

Bedding and backfill shall be placed in coordination with PUD crews and shall comply with PUD Trench Detail DET3 as follows:

1. Place approximately 6 inches of PUD-approved sand bedding or suitable select backfill in the open trench prior to PUD conduit installation.
2. After PUD installs conduit, place an additional 12 inches of bedding material over the conduit.
3. PUD will supply and place APWA-approved warning tape approximately 6 inches above the top of the upper bedding layer.
4. After warning tape is placed by PUD, Contractor shall continue compacted backfill to existing ground level, using excavated native material or approved imported material.
5. Backfill shall be compacted to a density consistent with surrounding undisturbed soils. Contractor shall use appropriate compaction equipment.

Bedding material source: The ICI pit located near the project area is a potential approved source. Any alternative material source must receive prior written approval from PUD.

Excavated material from areas without asphalt shall be spread in the immediate project area as directed by the City/PUD.

7. Asphalt Cutting and Repair

Within the Forks Industrial Park fenced area and any other paved areas disturbed by the work:

- Contractor shall saw-cut asphalt prior to any excavation within paved areas
- Excavated asphalt shall be piled at a location agreed upon with the City; the City will arrange for asphalt removal at project completion

- Within 5 calendar days of PUD completing conduit installation in any paved segment, the Contractor shall restore the trench surface to a trafficable condition using temporary cold patch or compacted crushed rock if permanent HMA placement is not immediately practicable. Permanent HMA patch or replacement shall be completed within 21 calendar days of conduit installation in that segment. Days on which precipitation or wet subgrade conditions prevent HMA placement shall not count against the 21-day period, provided the Contractor has maintained a safe temporary surface throughout.
- Asphalt patch shall match the existing pavement thickness and type, with a minimum 2" depth of Class B HMA or equivalent, and shall be flush with existing surrounding pavement
- Edges of asphalt patch shall be sealed with an approved tack coat

8. Coordination Requirements

- All excavation and backfill work shall be coordinated with PUD crews. Contractor shall work in tandem with PUD installation operations and shall not leave open trenches unattended overnight without prior City/PUD approval and appropriate barricading.
- Work within the fenced Industrial Park area requires advance coordination with the building tenant. The City may or may not be present during tenant-coordination. The Contractor is responsible for making this arrangement with at least 48 hours' notice to the tenant.
- Contractor shall coordinate with WSDOT for work within SR 110 and SR 101 rights-of-way and shall comply with all permit conditions.
- Contractor shall call 811 (One Call) at least two business days before any excavation. All utility locates shall be verified in the field before digging.
- Contractor will be required to adopt a provided Inadvertent Discovery Plan. They will also need to verify in writing that they and their staff excavating any portion of the project site have been trained in the requirements of this plan.

9. Traffic Control

Contractor is responsible for all traffic control within state and local rights-of-way. All traffic control shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT requirements. A Traffic Control Plan (TCP) shall be submitted to the City and WSDOT for approval prior to any work within the roadway right-of-way. All costs for traffic control are incidental to the applicable bid items.

10. Hazardous Materials and Cultural Resources

In the event any suspect hazardous material (soil discoloration, odors, buried debris, drums, etc.) is encountered during excavation, the Contractor shall immediately stop work in that area, notify the City's Project Manager, and follow the inadvertent discovery protocol established by the Washington State Department of Ecology and the City.

In the event archaeological resources, human remains, or cultural materials are discovered, the Contractor shall immediately stop work in the discovery area, notify the City, and comply with RCW 27.44 and RCW 27.53. Work shall not resume in the affected area until authorized by the City.

11. As-Built Documentation

Upon completion of the work, the Contractor shall provide a simple field sketch or written record of final trench alignment, boring locations, vault locations, and any significant field deviations,

including horizontal distances and depth measurements, to the City and PUD. PUD will send a technician to perform as-built verification when the trench is open.

12. Cleanup

Upon completion of all work, the Contractor shall remove all equipment, tools, temporary materials, and debris from the project area and restore all disturbed areas to pre-construction condition or better. All staging areas shall be returned to their original condition.

13. Applicable Standards and Regulations

All work shall conform to the following (in addition to references cited above):

- RCW 39.04 (Public works)
- RCW 39.12 (Prevailing wages)
- RCW 49.17 and WAC 296-155-657 (Worker safety; trenching and shoring)
- WSDOT Utilities Manual M 22-87.07, November 2014 (right-of-way requirements) - Exhibit B
- PUD Trench Detail DET3 (PUD 2000 Primary or Service Trench – Installation Specification) - Exhibit C
- PUD Junction Vault Detail JV3-600 and Splice Vault Detail SPV – Exhibits D and E
- MUTCD and applicable WSDOT traffic control standards
- WAC 296-155 (L&I Construction Safety)
- All applicable WSDOT encroachment permit conditions

BID FORM

Project: Forks Industrial Park – PUD Electrical Extension Trenching, Boring & Backfill

Bid Opening: Friday, April 24 2026, at 2:00 PM

City of Forks, 500 East Division Street, Forks, WA 98331

Bidder Information

Firm/Company Name: _____	WA Contractor Registration No. & Exp: _____
Physical Address (No P.O. Boxes): _____	WA UBI Number: _____
City, State, ZIP: _____	Federal Tax ID (EIN): _____
Phone: _____	Email: _____
Authorized Representative (Print): _____	Title: _____

The undersigned bidder, having examined the bid documents, project site, and all applicable regulations, hereby proposes to furnish all labor, materials, equipment, and services required to complete the above project in accordance with the Contract Documents, for the following prices (exclusive of Washington State sales tax):

NOTE: ALL ITEMS MUST BE COMPLETED IN INK OR TYPED. ALL BLANKS MUST BE FILLED IN. BID WILL BE CONSIDERED NON-RESPONSIVE IF ANY REQUIRED PRICE IS LEFT BLANK. Include lump sum amounts even if the value is \$0.00.

Refer to Exhibit A – Project Map for alignment, vault locations, and bore crossing locations.

Item	Description	Est. Qty	Unit	Unit Price	Total Amount
BASE BID					
1	Trench Safety System – per RCW 39.04.180 and WAC 296-155-657 (Provide a lump sum price even if \$0.00; failure to price this item renders the bid non-responsive)	L.S.	L.S.	\$	\$
2	Mobilization, Demobilization, and Site Cleanup	L.S.	L.S.	\$	\$
3	Utility Locating (One-Call/811 and field verification)	L.S.	L.S.	\$	\$
4	Traffic Control – all roadways and work zones (design, permits, signage, flagging, etc.)	L.S.	L.S.	\$	\$
Trenching (SR 110 / SR 101 / Sitkum-Solduc Road)					
5	Trench Excavation – min. 42" depth x 18" width (approximate total 3,100 LF; final quantity per field-verified PUD alignment)	3,100	L.F.	\$	\$
6	Sand Bedding / Select Backfill Material (initial 6" layer below conduit + 12" layer above conduit, per PUD DET3)	L.S.	L.S.	\$	\$
7	Compacted Native Backfill – trench from top of upper bedding to grade (includes spreading excess material in project area)	3,100	L.F.	\$	\$
Vault Excavation and Backfill					
8	Junction Vault Excavation – approx. 84"D x 84"W x 84"L (up to 2 locations; City will confirm final count)	2	EA.	\$	\$
9	Splice Vault Excavation – approx. 84"D x 56"W x 84"L (4 locations)	4	EA.	\$	\$
10	Vault Backfill – all vault locations (bedding and compacted backfill to top of vault walls)	L.S.	L.S.	\$	\$
Horizontal Directional Boring					
11	Boring – SR 101 Crossing (approx. 130–150 LF; min. 60" below road surface)	140	L.F.	\$	\$

12	Boring – Sitkum-Solduc Road Crossing (approx. 80–100 LF; min. 60" below road surface)	90	L.F.	\$	\$
Industrial Park – Paved Area					
13	Asphalt Saw Cutting – Industrial Park paved area (trench and vault locations)	L.S.	L.S.	\$	\$
14	Trench Excavation – within Industrial Park paved area (see Project Description for alignment)	L.S.	L.S.	\$	\$
15	Asphalt Patch/Replacement – Industrial Park disturbed paved area (match existing section, min. 2" HMA)	L.S.	L.S.	\$	\$
TOTAL BASE BID (Items 1–15, excl. WSST):					\$

Bid Alternative – Metering Cabinet to Industrial Park Building

The City may elect to award the following Bid Alternative at its discretion. The Bid Alternative total will NOT be used to determine the lowest bidder.

Item	Description	Est. Qty	Unit	Unit Price	Total Amount
A-1	Asphalt Saw Cutting – Metering Cabinet to Industrial Park Building connection trench	L.S.	L.S.	\$	\$
A-2	Trench Excavation – Metering Cabinet to Industrial Park Building (same specs as Base Bid)	L.S.	L.S.	\$	\$
A-3	Bedding and Backfill – same specification as Base Bid	L.S.	L.S.	\$	\$
A-4	Asphalt Repair/Replacement – Metering Cabinet trench area	L.S.	L.S.	\$	\$
TOTAL BID ALTERNATIVE (Items A-1–A-4, excl. WSST):					\$

Contract Duration

The undersigned bidder agrees to complete all work under the Base Bid within 50 calendar days of the date of the Notice to Proceed. The expectation is that all work will be substantially complete before June 30, 2026.

Addenda Acknowledgment

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____
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Proposed Subcontractors

List any subcontractors proposed for trenching or boring:

Work to be Subcontracted	Subcontractor Firm Name	WA License No.

Bid Security

Enclosed herewith as bid security is:

- Bid Bond Certified Check Cashier's Check Money Order

In the amount of: \$_____ (not less than 5% of Total Base Bid)

Non-Collusion Affidavit

The undersigned, being duly sworn, certifies that this bid is genuine and not collusive or sham; that the bidder has not colluded, conspired, or agreed with any other bidder or person to put in a sham bid or to refrain from bidding; and has not sought by agreement or collusion to fix bid prices or gain any advantage against the City.

Signature

The undersigned agrees to be bound by the terms of this bid for sixty (60) calendar days from the date of bid opening.

Company Legal Name:

Authorized Signature:

Title:

Date:

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public: _____ My commission expires: _____

BID BOND

Form of Bid Security – Complete one of the following:

Enclosed herewith find deposit in the form of (circle one): BID BOND / CERTIFIED CHECK / CASHIER'S CHECK / MONEY ORDER

In the amount of \$ _____, which is not less than five percent (5%) of the Total Base Bid.

BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ (Principal/Bidder) and _____ (Surety), are held and firmly bound unto the City of Forks (Obligee) in the penal sum of _____ Dollars (\$ _____), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the above-referenced project according to the terms of the bid, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such bid and award and shall give bonds for the faithful performance thereof with Surety or Sureties approved by the Obligee, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed, and dated this _____ day of _____, 2026.

PRINCIPAL (Bidder):

SURETY:

Company Name

Surety Company Name

Signature and Title

Attorney-in-Fact / Agent Name and Address

Note: Bidder may substitute the Surety's standard bid bond form, provided it names the City of Forks as Obligee, lists the agent's name and address, and contains no riders limiting liability for hazardous waste or restricting the term of responsibility.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

Bid Solicitation Date: April 10, 2026 at 2:00 PM

Project: Forks Industrial Park – PUD Electrical Extension Trenching, Boring & Backfill (Contract No. SW-2026-01)

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

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

Bidder's Business Name:

Business Type:

- Sole Proprietorship Partnership
 Corporation Joint Venture

Signature of Authorized Official:

Printed Name:

Title:

Date:

City:

State:



SAMPLE AGREEMENT (CONTRACT)

Contract to Complete the
Forks Industrial Park – PUD Electrical Extension Trenching,
Boring and Backfill
Forks, Washington

Between the City of Forks
And

Whereas, the City of Forks (hereinafter referred to as “City”) solicited those on the Municipal Research Services Center’s small works roster for bids associated with the excavation of trenches and vault locations for an electrical main line extension along the La Push Road (SR 110), SR 101, and the Sitkum-Solduc Road all located within the City of Forks

Whereas, _____, (hereinafter referred to as “Contractor”) provided the response that was the lowest responsible bid;

Whereas, the bid amounts were reviewed by City Council and the Council did authorize the awarding of the advertised for bid project to the Contractor;

NOW THEREFORE, The above mentioned parties do hereby enter into this contract and agree to the following terms and conditions:

1. **Incorporation of Existing Documents Herein.** The following documents are incorporated herein by reference as if fully set forth and the parties agree that those documents shall be part of this contract thereby becoming binding on both the City and the Contractor.
 - a) Description of work required of prospective contractors made available to the MRSC adopted small works roster on _____ consisting of this bid package and any issued addendums; and,
 - b) Bid from the Contractor signed by _____ provided on the City’s quote form and dated.

2. **Contractor Agrees to the following terms.** In exchange for the consideration noted below to be provided to the Contractor by the City, the Contractor agrees to the following:
 - a) Contractor agrees to perform the work described in the above-mentioned documents, incorporated herein as if fully set forth, with such work meeting the standards contained therein. Further, the Contractor agrees to provide copies of necessary licenses, insurances, bonds and permits, prior to the start of any construction.
 - b) Contractor agrees and understands that if the work rendered by the Contractor does not meet the requirements set forth in the Contract, or within the documents incorporated therein, the Contractor will correct or modify the required work to meet the requirements of this contract. The Contractor agrees that the City will have the right to withhold payment for such work until it meets the requirements of the contract and its associated documents.
 - c) Contractor further agrees that the amount that will be paid for the work contracted shall be no more than _____ with said figure being the total amount including all materials, labor (paid at prevailing wage), bonds, insurance, permits and appropriate state taxes, except approved change orders.

d) Contractor shall:

1. If the contract amount is more than One Hundred and Fifty Thousand dollars (\$150,000), furnish the City with full payment and performance bonds from an individual surety or sureties where the surety agrees to be bound by the laws of the state of Washington, has a minimum A.M. Best financial strength rating so long as that minimum rating does not exceed A- (per Chapter 68.28 RCW and particularly RCW 68.28.011, and subjected to the jurisdiction of the state of Washington pursuant to RCW 39.08.010-030
2. Agree that the City will retain five percent (5%) of each progress payment, or in lieu thereof, the Contractor may provide a retainage bond to satisfy this amount. If a retainage bond is submitted, the retainage bond from an individual surety or sureties where the surety agrees to be bound by the laws of the state of Washington, has a minimum A.M. Best financial strength rating so long as that minimum rating does not exceed A- (per Chapter 68.28 RCW and particularly RCW 68.28.011, and subjected to the jurisdiction of the state of Washington pursuant to RCW 39.08.010-030.
3. Retainage shall be held in the manner chosen by the Contractor further below, Paragraph 2E and the attached form, pursuant to RCW 60.28. Retainage, or provided retainage bond, will be released after final acceptance of the completed work and receipt of all required documents, completion of close out materials, etc. as well as being held until the City has received all of the necessary releases from the Washington's Departments of Revenue, Employment Security, and Labor and Industries of any liens filed under chapter 60.28 RCW whichever is later. The expected releases are as follows:
 - i. the Department of Labor showing proof of payment of prevailing wage;
 - ii. the Department of Revenue showing proof of payment of taxes owed; and,
 - iii. the Department of Employment Security showing proof of payment of employment taxes.
4. Agree, in the case where the contract is under One Hundred and Fifty Thousand Dollars (\$150,000), pursuant to RCW 39.08.010(3), in lieu of said full payment and performance bound, to the City retaining ten percent (10%) of the above noted contract amount for a period of thirty (30) days after the date the City issues a notice of final acceptance, with half of this retainage being held until the City has received all of the necessary releases from the Washington's Departments of Revenue, Employment Security, and Labor and Industries of any liens filed under chapter 60.28 RCW whichever is later. The expected releases are as follows:
 - i. the Department of Labor showing proof of payment of prevailing wage;
 - ii. the Department of Revenue showing proof of payment of taxes owed; and,
 - iii. the Department of Employment Security showing proof of payment of employment taxes.

CONTRACTOR SIGN HERE IF THIS ALTERNATIVE IS BEING REQUESTED
AS AN ALTERNATIVE TO PROVIDING FULL PAYMENT AND
PERFORMANCE BONDS.

_____ Date: _____

Contractor Name

- e) Pursuant to 60.28.011(4) The money reserved and retained by the City under the terms of this contract, at the option of the contractor, must be:
1. Retained in a fund by the City, and this will be the default if no selection is made by the Contractor;
 2. Deposited by the City in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved and retained by the City under the provision of a public improvement contract must be paid to the contractor; or,
 3. Placed in escrow with a bank or trust company by the City. When the moneys reserved are placed in escrow, the public body must issue a check representing the sum of the moneys reserved payable to the bank or trust company and the contractor jointly. This check must be converted into bonds and securities chosen by the contractor and approved by the public body and the bonds and securities must be held in escrow. Interest on the bonds and securities must be paid to the contractor as the interest accrues.

For any option other than the first, funds to be retained by the City, the Contractor must complete the attached form and return it to the City ten days prior to starting any work.

- f) Contractor shall comply with all state and federal prevailing wage law requirements and shall document the company's compliance with said laws prior to the final payment of the City. Contractor agrees that this contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits, and other requirements. If subcontractors are being used, the Contractor shall verify whether the first-tier subcontractors have received, or are exempt from, such training. Subsequent tiers of subcontractors, if applicable, will be required to verify the subsequent tier's receipt or training, or the exemption from such training. Contractor shall assure and guarantee that workers will not receive less than the applicable and appropriate prevailing rate of wage.

Prevailing wage rate determinations, utilizing Clallam County, can be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

Both Journeyman and Apprentice rates must be utilized by the Contractor/Contract will utilize the **bid due date of DATE**.

Contractor and the City will both obtain such determinations and confirm with each that they have done so. A copy of the determinations obtained by the City will be available for inspection by the Contractor and can be provided to the Contractor at the Contractor's request.

Contractor further agrees that if there is any dispute as to what the prevailing rates of wages for a specific trade, craft or occupation and such dispute cannot be adjusted by the parties to this agreement, including the State's Department of Labor and Industries, said Department's decision shall be final, conclusive, and binding upon all parties involved in the dispute.

- g) Contractor, its successors and assigns, will protect, save, and hold harmless the City, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts or omissions of the Contractor, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this contract, whether those claims, actions, costs, damages, or expenses result from activities occurring pursuant to this contract. Contractor further agrees to defend the City, its agents, or employees in any

litigation, including payment of any costs of attorney's fees, for any claims or actions commenced thereof arising out of or in connection with acts or activities associated with the negligence of Contractor in fulfilling this contract.

- h) Contractor understands that the above indemnification shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the City or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of the City, its agents and/or employees, and Contractor, its agents and/or employees, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of Contractor or Contractor's agents and/or employees.
- i) Contractor shall, at its own expense, maintain and keep in force during the term of this Agreement, commercial general liability insurance with fire legal liability coverage, in form and in the minimum amount of \$1,000,000 per occurrence, \$1,000,000 annual aggregate commercial general liability insurance written on an occurrence form by an 'A' rated company licensed to conduct business in the State of Washington, or by a risk sharing pool approved by the State of Washington Risk Manager. All such insurance shall name the City of Forks as an additional insured party and provide that the City shall be notified at least thirty (30) days prior to any termination, cancellation or material change in such insurance coverage. The requirement for insurance coverage will not relieve the Contractor or its agents of its other obligations under this contractor. Contractor shall provide the City with certificates of insurance or other evidence of insurance coverage required by this contract prior to the start of any associated contracted work.
- j) Contractor shall be responsible for undertaking all necessary precautions to ensure the safety of their employees on the work site and shall comply with all applicable provisions of federal, state, and local statutes, regulations, ordinances, and codes. Contractor further agrees that they will erect and maintain at all times as required by the conditions and progress of the work during the term of this contract all necessary safeguard for the protection of works and the public. The Contractor's obligations regarding their ensuring the safety of their employees and the public also includes their obligation and duty to post danger signs and warn against known or unusual hazards.
- k) Contractor acknowledges and agrees that all goods, services, work, or materials purchased in association with the contracted work are subject to the inspection and to the approval by the City. Any rejection of goods, services, work, or materials by the City as a result of the nonconformity of such to the terms and specifications of this agreement and its incorporated attachments, clearly articulated or reasonably deduced or implied from the information within those attachments, whether held by the City or returned will be at the Contractor's risk and expense. If the City rejects the Contractor's goods, services, work, or materials as a result of their nonconformity, the City will notify the contractor in writing, electronically or physically, and provide the Contractor with a reasonable period to address the issues for which the rejection is being made. The Contractor further agrees and accepts that the City may also withhold monthly, or total payments, owed to the Contractor until such time as a mutually agreed upon response to the identified nonconformity giving rise to the rejection. If no resolution can be made between the Contractor and the City, the Contractor shall bear the risk and expense.
- l) Contractor shall warranty for a period of one year their workmanship provided pursuant to this contract and the above incorporated by reference documents. Contractor shall be responsible for correcting any and all defects in workmanship and/or materials discovered within one year after acceptance of the work associated with this contract. After correcting a defect, the Contractor will be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the City accepts the corrections. The Contractor will start to work to remedy such defects within seven (7) days of being notified

by the City, electronically or via mail, of the discovery of a defect by the City and will work to complete such necessary work within a reasonable time as agreed upon by the City and the Contractor. In the case of emergencies, specifically where damage may result from delay or where loss of service would arise from the defect, the Contractor agrees that the City may make, or have made, such corrective action necessary to address the defect in relationship to the emergency. In such a case, or in the case where other defects are not corrected in the time agreed upon, the Contractor will pay the cost of such repairs undertaken by, or having been made on behalf of, the City.

- m) Contractor reaffirms, acknowledges, and agrees that they are and will at all times during the term and performance of this contract be an independent contractor and not an employee of the City. Further, Contractor reaffirms, acknowledge, and agrees that any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this contract, shall be considered employees of the Contractor only and not of the City. The Contractor will be solely responsible for any and all claims that may arise under the Works Compensation Act on behalf of the Contractor's employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided in furtherance of this contract. No such claim described within this subparagraph shall be the obligation of the City.
- n) If the project involves excavation, the Contractor will adopt an Inadvertent Discovery Plan (IDP) created by the City and provided as part of the City's notice to proceed. Contractor will ensure that the Contractor, their employees and any subcontractors have been trained in the details of said plan. Contractor will ensure that a copy of the IDP is in relatively close proximity of excavation is being undertaken. If cultural resources, to include archaeological materials, and any discovery of human remains, occurs, all work must stop immediately and the notification requirements of the IDP will be immediately applied and followed on the entire job site. The Contractor shall be fully liable for all costs incurred in association with failing to comply with the provisions of the IDP and will be legally and financially responsible for all subsequent response efforts, mitigation requirements, fines, and penalties required to address damage to the inadvertently discovered cultural resources, archaeological materials, and human remains that were damaged by the Contractor's failure to stop all work immediately.

- 3. **The City of Forks agrees to the following terms.** In exchange for the consideration noted above to be provided to the City by the Contractor, the City hereby agrees to the following:
 - a. Shall provide the Contractor with notice to proceed, in writing or electronically, after which the Contractor may proceed with the performance of the contracted work. If the contracted work involves excavation, the City will provide the Contractor with the necessary and required IDP.
 - b. The City shall, upon proof of compliance with the standards as set forth in the documents incorporated by reference as if fully set forth in Paragraph 1, pay to the Contractor the sum **AMOUNT OF CONTRACT** will be made by the City in the following manner:
 - i. If the contract amount is over one hundred and fifty thousand dollars, the City will retain five percent (5%) from each payment made to the Contractor, within thirty days of receiving monthly invoices, or on substantial completion of the described work as accepted by the City, which will be retained until such time as both:
 - a. Completion of final punch list, close out requirements, and the City's written acceptance of the work being completed by the Contractor; and,
 - b. City has received all of the necessary releases from the Washington's Departments of Revenue, Employment Security, and Labor and Industries of

any liens filed under chapter 60.28 RCW whichever is later. The expected releases are as follows:

1. the Department of Labor showing proof of payment of prevailing wage;
 2. the Department of Revenue showing proof of payment of taxes owed;
and,
 3. the Department of Employment Security showing proof of payment of employment taxes.
- c. If a retainage bond has been provided to the City, release of said bond will only be released when the City has received all of the necessary releases from the Washington's Departments of Revenue, Employment Security, and Labor and Industries of any liens filed under chapter 60.28 RCW whichever is later. Contractor may request that the amount of this bond be reduced pursuant to RCW 60.28.011.
- ii. If the contract amount is under one hundred and fifty thousand dollars, the City within thirty days of monthly invoices, on substantial completion of the described work as accepted by the City,, 90% of the monthly invoice/final invoice;
1. Half (50%) of the retained amount (10%) shall be paid to the contractor in the manner noted in Paragraph 2d above. This portion of the retainage shall be paid by the City no later than thirty (30) days to the Contractor upon completion of final punch list and City's acceptance of the work as being completed by the Contractor.
 2. The other half of the retained amount shall be retained, unless the contractor provided a retainage bond, until such time as the City receives written verification noted and required within Paragraph 2d above.
 3. If a retainage bond has been provided to the City, release of said bond will only be released when the City has received all of the necessary releases from the Washington's Departments of Revenue, Employment Security, and Labor and Industries of any liens filed under chapter 60.28 RCW whichever is later. Contractor may request that the amount of this bond be reduced pursuant to RCW 60.28.011.
- b. The City shall provide the Contractor with notice to proceed with the project upon receipt of the signed contract, licenses, certification of compliance wage payment statutes (prevailing wage), receipt of certificate of insurance, payment or performance bonds, or request to utilize the alternative noted above if applicable, retainage bond if applicable, etc.
- c. If applicable, the City shall, within ten days of final payment of all monies owed to Contractor, release the Contractor's performance bond. If the Contractor utilized the alternative to performance bond noted in 2d above, then those conditions and the requirements of the referenced statutes shall prevail.
- d. The City shall be responsible for the costs of the inspections performed to ensure the Contractor's compliance with the contract and its associated documents.
- e. If the City, via inspection by its employees or agents or by the inspector hired by the City noted in paragraph 3(d) above, rejects the Contractor's goods, services, work, or materials by the City as a result of their nonconformity per paragraph 2(k), the City will notify the contractor in writing, electronically or physically, and provide the Contractor a reasonable period to address the issues for which the rejection is being made. The City may also withhold monthly, or total payments, owed to the Contractor associated with the nonconformity giving rise to the rejection. If no resolution can be made between the Contractor and the City, the Contractor shall bear the risk and expense.

- f. City will verify that the Contractor has received, or is exempt from, training on the requirements related to public works and prevailing wage under RCW 39.12. In the case of subcontractors, the Contractor shall verify whether the first-tier subcontractors have also received, or are exempt from, such training. Subsequent tiers of subcontractors, if applicable, will be required to verify the subsequent tier's receipt or training, or the exemption from such training.
- g. The City, its agents, successors and assigns, will protect, save, and hold harmless the Contractor, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts or omissions of the City, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this contract, whether those claims, actions, costs, damages, or expenses result from activities occurring pursuant to this contract. The City, its agents, and/or assigns further agrees to defend the Contractor, its agents, or employees in any litigation, including payment of any costs of attorney's fees, for any claims or actions commenced thereof arising out of or in connection with acts or activities associated with the negligence of City in fulfilling this contract.
- h. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Contractor or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of the Contractor, its agents and/or employees, and the City, its agents and/or employees, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or the City's agents and/or employees.

4. Disputes between the Parties

- a. The parties agree that any dispute that arises between them will be resolved in the following fashion:
 - i. the Contractor, and designated City Project Manager, in conjunction with the in conjunction with or with the approval of the Mayor, acting on behalf of the City, shall attempt to resolve the dispute between themselves. Any resolution requiring the expenditure of additional funds shall require the approval of the City Council.
 - ii. If the matter cannot be resolved in the manner noted immediately above, the parties agree to resolving this dispute via mediation up to binding arbitration, PROVIDED, however, that the parties agree that an additional reasonable good faith effort must be made by both the City and the Contractor to bring about a mutually agreeable resolution to the dispute prior to seeking a remedy via binding arbitration. The mediation will proceed according to the rules and regulations of the Peninsula Dispute Resolution Center. The fees associated with this Center's resolution of the matter shall be paid by the individuals or corporation whom is determines was the unsuccessful litigant.
 - iii. All parties agree that any dispute that arises out of the interpretation, performance, enforcement, or any other aspect of this Agreement, that cannot be resolved by mediation shall be resolved by submitting the same first to mediation by Peninsula Dispute Resolution Center and then after the conclusion of that mediation, to binding arbitration.
- b. Any dispute arising from this contract shall be settled in accordance with Washington law with the *situs* of the contract being Forks, Washington.

5. **Sole and Only Agreement**

This instrument constitutes the sole and only agreement between the City and the Contractor and correctly sets forth the obligations of the City and the Contractor to each other as of the date of its execution. Any agreements or representations respecting the associated project, or work to be performed, or materials to be delivered by the Contractor to the City not expressly set forth in this instrument are void unless found within the documents incorporated herein by reference pursuant to Paragraph 1 of this agreement.

Any modifications or changes to this document, or to the contractual obligations of the parties, or to the design or specifications of the materials to be provided, shall be only binding upon the parties upon mutual written agreement to such modifications or changes.

6. **NON-DISCRIMINATION OF EMPLOYMENT**

The Contractor promises and agrees that in all matters pertaining to the performance of this contract, that the Contractor shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all person without respect to race, color, creed, national origin, marital status, sex, age, sexual orientation, discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

The Contractor will comply strictly with all requirements of applicable federal, state or local laws issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices.

Executed on _____, _____, at Forks, the State of Washington.

City of Forks

Contractor

Tim Fletcher, Mayor

Name:

Attested to and authenticated by:

Title:

Caryn DePew, Clerk/Treasurer

Approved as to Form

William R. Fleck, Attorney/Planner

PERFORMANCE BOND

CONTRACTOR (Principal): Name: _____ Address: _____ _____	SURETY: Name: _____ Address: _____ _____
OWNER: City of Forks, 500 East Division Street, Forks, WA 98331 Contract No.: SW-2026-01 Contract Amount: \$ _____ Contract Date: _____ Project: Forks Industrial Park – PUD Electrical Extension Trenching, Boring & Backfill	

KNOW ALL PERSONS BY THESE PRESENTS that the Contractor (as Principal) and Surety are held and firmly bound unto the City of Forks (Owner) in the penal sum equal to one hundred percent (100%) of the Contract Amount stated above, for the payment of which the Principal and Surety bind themselves, their successors, and assigns, jointly and severally.

The condition of this obligation is that if the Principal faithfully performs all of its obligations under the Contract, including all additions and modifications thereto, then this bond shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, including changes of time, to the Contract. Venue for any action on this bond shall be in Clallam County, Washington. This bond shall remain in effect through the one (1) year warranty period following final acceptance.

PRINCIPAL:

Signature: _____
Name/Title: _____
Date: _____

SURETY (Attorney-in-Fact):

Signature: _____
Name/Title: _____
Date: _____

PAYMENT BOND

(Labor and Materials Bond – RCW 39.08)

CONTRACTOR (Principal): Name: _____ Address: _____	SURETY: Name: _____ Address: _____
OWNER: City of Forks, 500 East Division Street, Forks, WA 98331 Contract No.: SW-2026-01 Contract Amount: \$_____ Contract Date: _____	

KNOW ALL PERSONS BY THESE PRESENTS that the Contractor (as Principal) and Surety are held and firmly bound unto the City of Forks and to all persons supplying labor and materials for the above project, in the penal sum equal to one hundred percent (100%) of the Contract Amount, for the payment of which the Principal and Surety bind themselves, their successors, and assigns, jointly and severally.

The condition of this obligation is that if the Principal promptly makes payment to all persons supplying labor and materials used in the performance of this Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. This bond is conditioned for the use and benefit of all claimants so providing labor or materials pursuant to RCW 39.08.

PRINCIPAL:

Signature: _____
Name/Title: _____
Date: _____

SURETY (Attorney-in-Fact):

Signature: _____
Name/Title: _____
Date: _____

RETAINAGE – RCW 60.28 NOTICE

Pursuant to RCW 60.28, the City of Forks will retain five percent (5%) of all contract payments as security for the payment of all claims of laborers, mechanics, and material suppliers, and for the payment of all taxes imposed by Titles 82 and 84 RCW, which may be owed by the Contractor as a result of this contract.

In lieu of the retainage fund, the Contractor may, at their option, request that the City deposit the retained funds into an interest-bearing account in a bank, mutual savings bank, savings and loan association, or provide a bond, assignment of savings certificate, or other approved instrument pursuant to RCW 60.28.011.

Retainage will not be released until:

- Final acceptance of all work by the City
- Receipt of an Affidavit of Wages Paid (filed with L&I)
- Receipt of required as-built documentation
- Receipt of all required lien releases from subcontractors and suppliers (if applicable)
- Receipt from Washington State Department of Revenue of a release of the state's interest in the retained funds, if applicable
- No valid liens or claims against the retainage

The Contractor shall be responsible for notifying all subcontractors and suppliers of the retainage requirements of RCW 60.28.

PROJECT CLOSEOUT REQUIREMENTS

Prior to final acceptance and release of retainage, the Contractor shall submit the following:

Required Submittals

6. Affidavit of Wages Paid (filed with L&I; provide copy to City)
7. As-built record (field sketch or written description of trench alignment, boring locations, vault locations, depths, and any significant deviations from the original alignment, with horizontal distances and elevations as available; coordinate with PUD technician during open-trench inspection)
8. Lien releases from all subcontractors and material suppliers, if applicable
9. Warranty documentation (one-year warranty on labor and workmanship)

Final Cleanup

Before requesting final acceptance, the Contractor shall confirm that:

- All trenches are fully backfilled and compacted to existing grade
- All vault excavations are backfilled to the top of vault walls
- All disturbed asphalt is patched and flush with surrounding pavement
- All equipment, tools, temporary signage, and materials are removed from the project area and all rights-of-way
- The Industrial Park tenant area is restored to pre-construction condition
- All excavated asphalt has been stockpiled at the agreed location for City pickup

Final Inspection

The Contractor shall notify the City's Project Manager at least five (5) business days prior to the desired final inspection date. The City will arrange for PUD to participate in the final inspection. Final acceptance will be issued in writing by the City following a satisfactory inspection and receipt of all required closeout documents.

EXHIBIT A – PROJECT MAP

Forks Industrial Park – PUD Electrical Extension Trenching, Boring & Backfill Project

Contract No. SW-2026-01

Source: Clallam County PUD. For contractor reference only. Field alignment subject to direction by PUD.

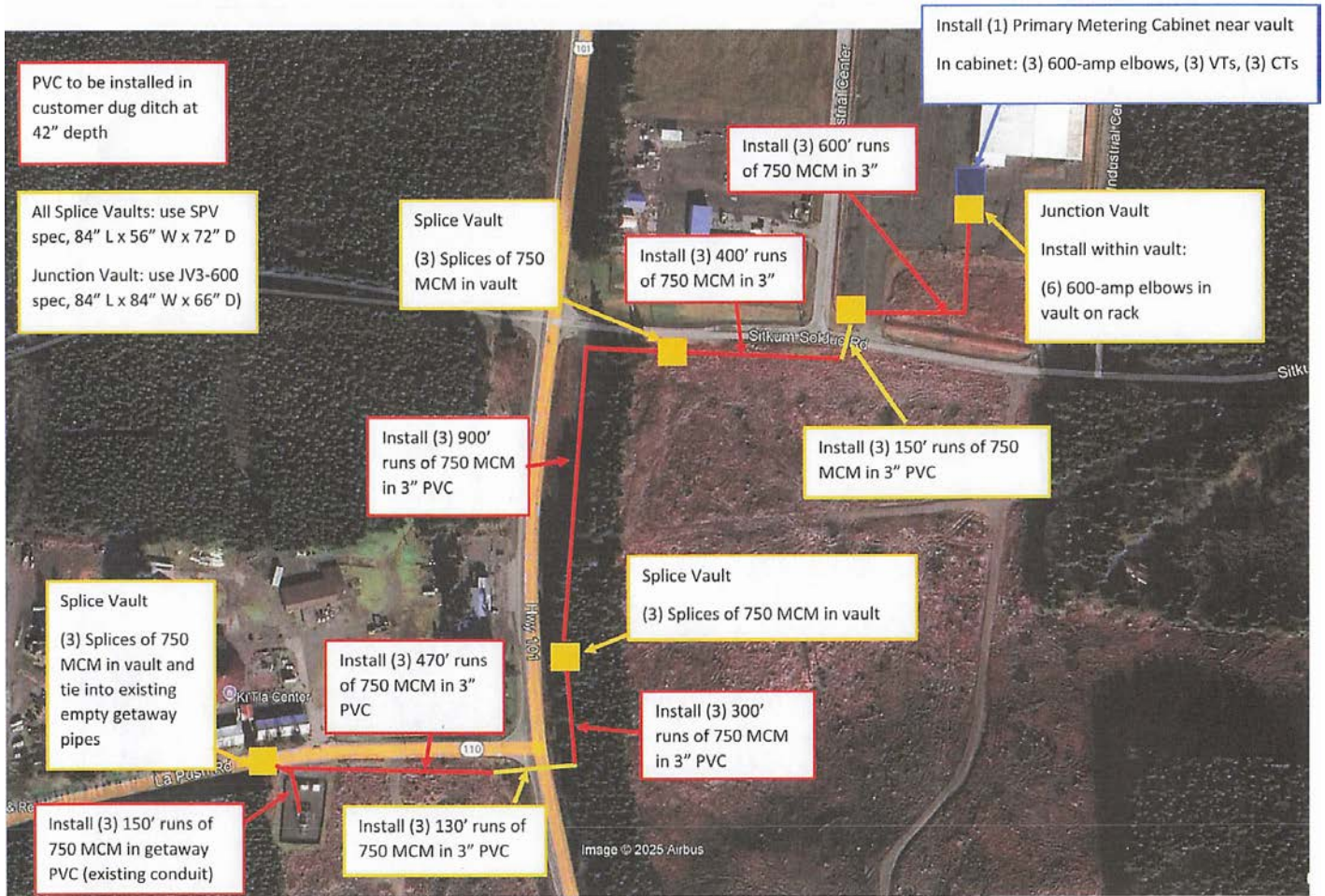
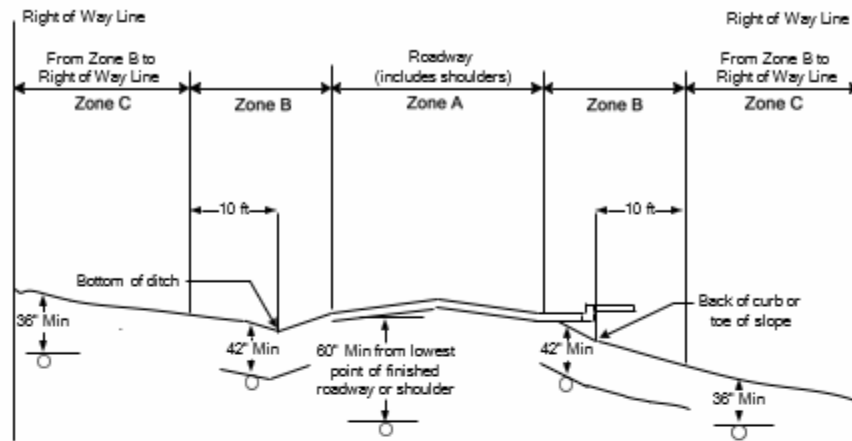


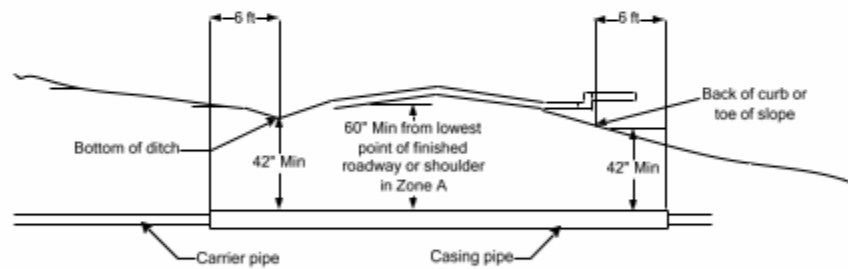
EXHIBIT B – Minimum Pipe Cover Detail

Utility Accommodation

Chapter 1



Longitudinal Coverage Detail



Note:
Casing pipes shall extend a minimum of 6 feet beyond the toe of fill slopes, or bottom of ditch line, or outside curb.

Crossing Coverage Detail

Minimum Cover for Pipe Installation
Figure 120-3

EXHIBIT C – TRENCH DETAIL

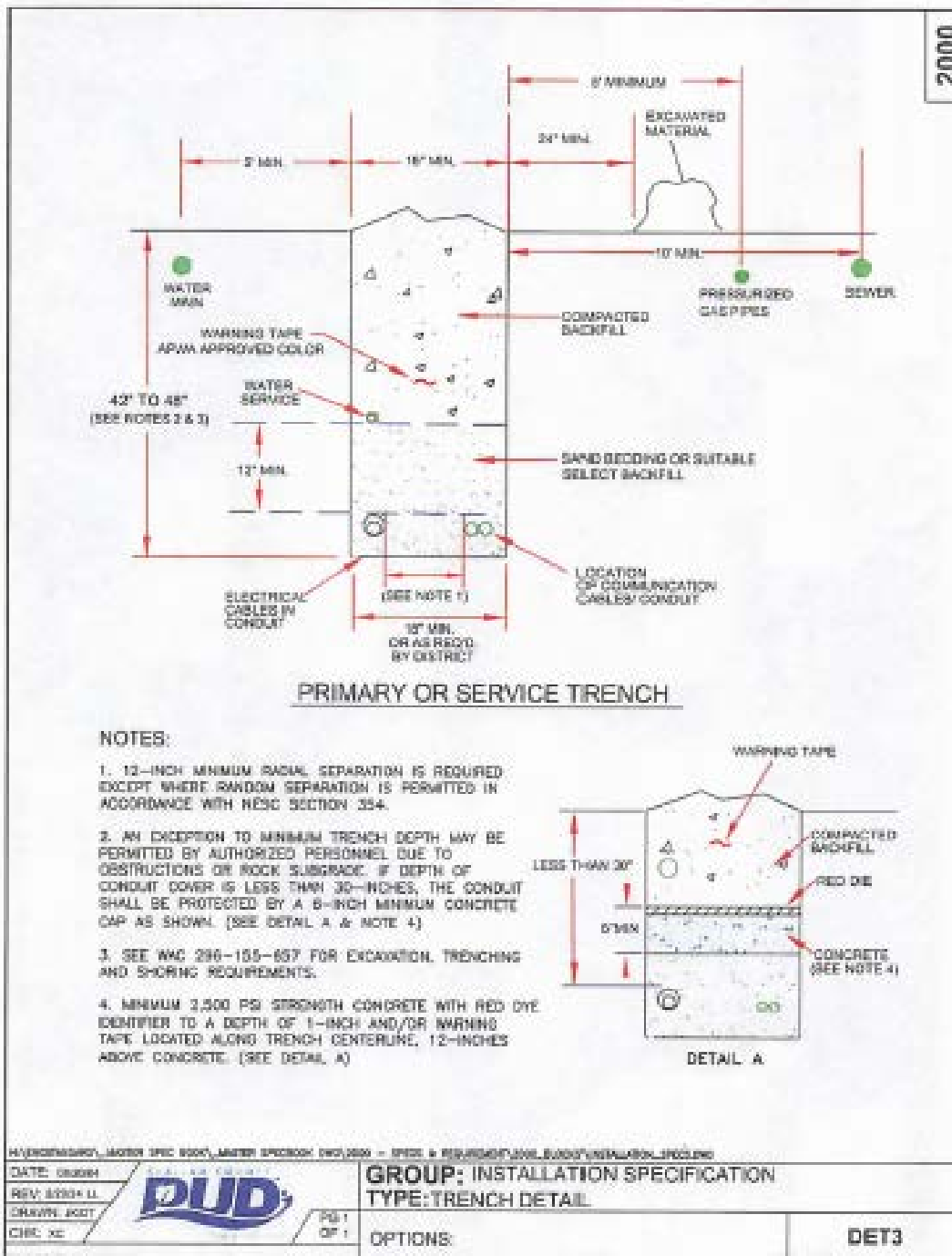


EXHIBIT D – JUNCTION BOX VAULT DETAIL

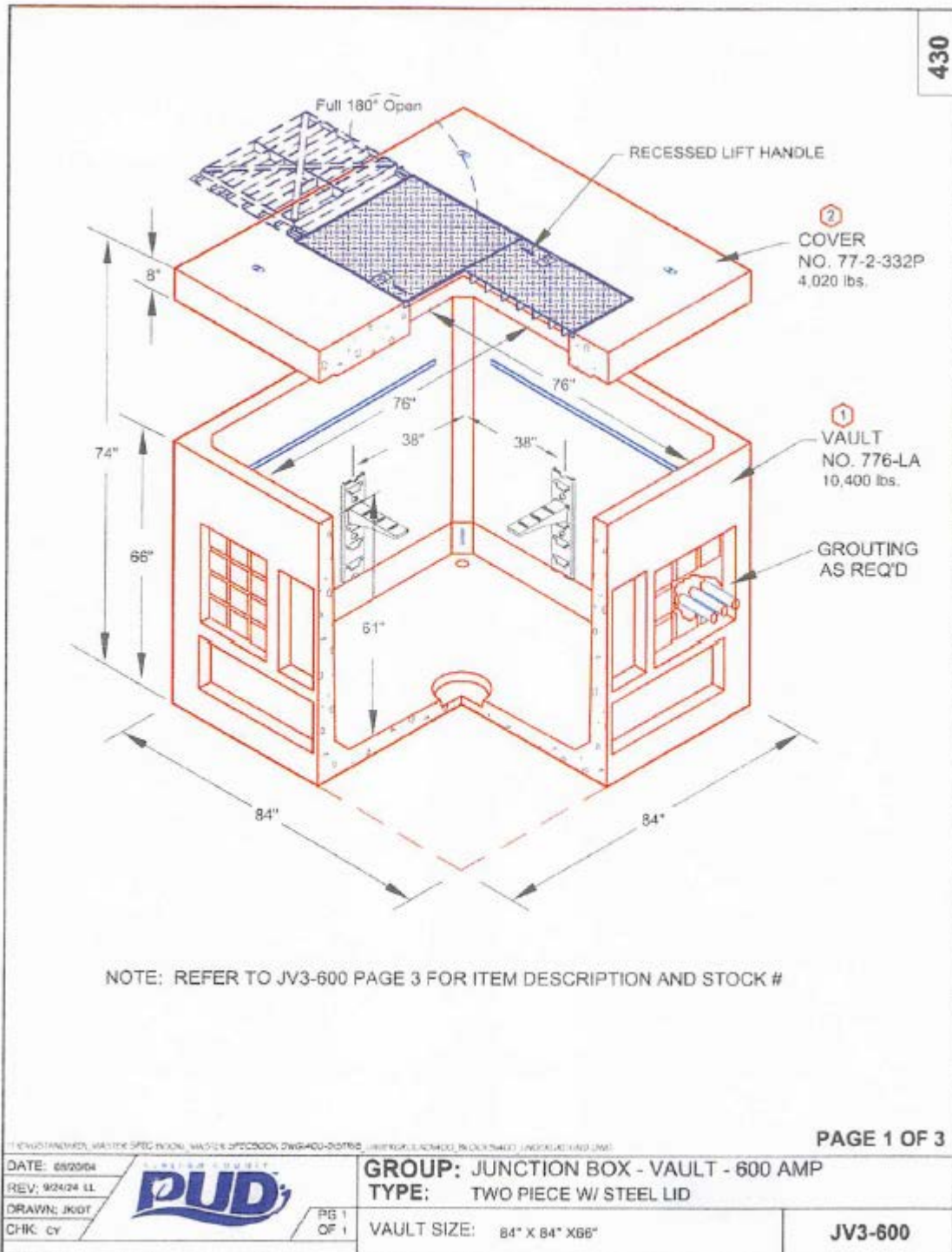


EXHIBIT E – SPLICE VAULT DETAIL

