



PUBLIC WORKS DEPARTMENT

BID SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

**TREE REMOVAL AND TRIMMING/PRUNING
(UNIT PRICED PUBLIC WORKS CONTRACT)**

CITY PROJECT NUMBER:

UPC2202

August 2022

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**CITY OF CAMAS PUBLIC WORKS DEPARTMENT
CITY PROJECT NO. UPC2202
TREE REMOVAL AND TRIMMING/PRUNING**

CALL FOR BIDS

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 2:00 p.m. on September 6, 2022, and will then and there be publicly read. Eligible Contractors shall be listed with MSRC Rosters on the Small Works Roster as of August 22, 2022, under Vegetation Work.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to \$17,500. This figure is based on five percent of the Contract Total amount of \$350,000, which is the not-to-exceed amount for the life of the Contract. Should the successful Bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the most current updated version of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the Bid Proposal deposit shall be forfeited to the City of Camas.

The improvement for which bids will be received follows:

Statement of Work:

Contractor shall provide the City with tree removal and trimming/pruning services, including debris removal and disposal, as directed by the City. The City of Camas has over 1,000 acres of parks and open space, not including rights-of-way.

**For questions, please contact Will Noonan, Public Works Operations Manager,
via email at wnoonan@cityofcamas.us at the City of Camas.**

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective September 6, 2022.

American Made:

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

Disadvantaged Businesses:

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

Civil Rights Act:

The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds

of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

E-Verify Requirements:

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas. Please go to the Engineering page of the City of Camas web site at www.cityofcamas.us for additional information and to view Ordinance No. 2626.

E-Verify, is an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration at no charge. E-Verify has been determined to be a suitable means for determining employment eligibility of new hires and the validity of their Social Security numbers. Please visit the Department of Homeland Security's web site at <http://www.dhs.gov/index.shtm> and select E-Verify to learn more or to enroll in this program.

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

DocuSigned by:

Bernie Bacon

4F14EBF72D0F4FF...

Bernie Bacon
City Clerk

PART ONE

BIDDING DOCUMENTS

BIDDER'S INFORMATION PAGE

CITY PROJECT NO. UPC2202

TREE REMOVAL AND TRIMMING/PRUNING

Proposal Submitted By:

ARBORSCAPE LTD INC

CONTRACTOR

KATHLEEN BUTTRELL

NAME OF AUTHORIZED COMPANY REPRESENTATIVE (Type or Print)

11113 NE 95th St. arborscapetreecare@gmail.com

CONTRACTOR MAILING ADDRESS

EMAIL ADDRESS

Vancouver WA 98662

360-944-5124

CITY

STATE

ZIP CODE

PHONE NO.

ARBORLI06208

4-18-2024

WASHINGTON STATE CONTRACTORS LICENSE #

EXPIRATION

BID OPENING: September 6, 2022, at 2:00 p.m.

City of Camas City Hall
616 NE 4th Avenue
Camas, Washington 98607

Contacts: **City of Camas**
Will Noonan
Phone: 360-817-1563
E-mail: wnoonan@cityofcamas.us

PROPOSAL

To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that they have examined the location of:

**PROJECT NO. UPC2202
TREE REMOVAL AND TRIMMING/PRUNING
(UNIT PRICED PUBLIC WORKS CONTRACT)**

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 should be shown. All entries must be typed or entered in ink.)

Unit prices to include mobilization, tree removal and trimming/pruning services and debris removal/disposal.

SCHEDULE A: LABOR TRIMMING/PRUNING AND TREE REMOVAL – REGULAR RATES (7 a.m. to 4 p.m.)

Item No.	Qty.	Unit	Description	Unit Price	Total
1	6	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including equipment	\$ 196	\$ 1176
2	10	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including equipment (based on 8-hour day)	\$ 1568	\$ 15,680
3	5	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including equipment	\$ 98	\$ 490
4	10	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including equipment (based on 8-hour day)	\$ 784	\$ 7840
Schedule A Labor Subtotal (taxable)					\$ 25,186

SCHEDULE B: LABOR TRIMMING/PRUNING AND TREE REMOVAL – EMERGENCY RATES (After hours 4 p.m. to 7 a.m., weekends, and holidays)

Item No.	Qty.	Unit	Description	Unit Price	Total
5	1	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including equipment	\$ 220	\$ 220
6	1	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including equipment (based on 8-hour day)	\$ 1760	\$ 1760
7	1	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including equipment	\$ 110	\$ 110
8	1	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including equipment (based on 8-hour day)	\$ 880	\$ 880
Schedule B Labor Subtotal (taxable)					\$ 2970

SCHEDULE C: LABOR TRIMMING/PRUNING AND TREE REMOVAL WITH BUCKET TRUCK – REGULAR RATES (7 a.m. to 4 p.m.)

Item No.	Qty.	Unit	Description	Unit Price	Total
9	1	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including Bucket Truck	\$ 210	\$ 210
10	5	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including Bucket Truck (based on 8-hour day)	\$ 1680	\$ 8400
11	1	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including Bucket Truck	\$ 105	\$ 105
12	1	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including Bucket Truck (based on 8-hour day)	\$ 840	\$ 840
Schedule C Labor Subtotal (taxable)					\$ 9555

**SCHEDULE D: LABOR TRIMMING/PRUNING AND TREE REMOVAL WITH BUCKET TRUCK- EMERGENCY RATES
(After hours 4 p.m. to 7 a.m., weekends, and holidays)**

Item No.	Qty.	Unit	Description	Unit Price	Total
13	1	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including Bucket Truck	\$ 230	\$ 230
14	1	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including Bucket Truck (based on 8-hour day)	\$ 1840	\$ 1840
15	1	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including Bucket Truck	\$ 115	\$ 115
16	3	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including Bucket Truck (based on 8-hour day)	\$ 920	\$ 2760
Schedule D Labor Subtotal (taxable)					\$ 4945

SCHEDULE E: LABOR STUMP GRINDING – REGULAR RATES ((7 a.m. to 4 p.m.)

Item No.	Qty.	Unit	Description	Unit Price	Total
17	1	HOUR	Stump Grinding cost per HOUR for a two-person crew including equipment	\$ 210	\$ 210
18	3	DAY	Stump Grinding cost per DAY for a two-person crew including equipment (based on 8-hour day)	\$ 1680	\$ 5040
19	1	HOUR	Stump Grinding cost per HOUR for each ADDITIONAL CREW person crew including equipment	\$ 105	\$ 105
20	1	DAY	Stump Grinding cost per DAY for each ADDITIONAL crew person including equipment (based on 8-hour day)	\$ 840	\$ 840
Schedule E Labor Subtotal (taxable)					\$ 6195

SCHEDULE F: MINOR CHANGES

Item No.	Qty.	Unit	Description	Unit Price	Total
21	1	LS	Minor Changes (bid \$7,500)	\$7,500.00	\$7,500.00
Schedule F Total (taxable)					\$ 7500

SCHEDULE G: ARBORIST ASSESSMENT

Item No.	Qty.	Unit	Description	Unit Price	Total
22	10	HOUR	Arborist Assessment	\$ 120	\$ 1200
Schedule G Total (Professional Services – non taxable)					\$ 1200

Subtotal Schedules A through F (Bid Items 1-21)	\$ 56,351.00
Washington State Sales Tax (8.4%)	\$ 4733.48
Total Schedule G (Bid Item 22)	\$ 1200
TOTAL (Basis of Award)	\$ 62,284.48

Kathleen Buttrell, vice president
 Signature of Owner or Authorized Corporate Officer
 (This is required for a valid bid)

**LISTED QUANTITIES SHALL NOT BE CONSIDERED FIRM ESTIMATES
 OF REQUIREMENTS FOR THE YEAR.
QUANTITIES ARE BASED ON ANTICIPATED ANNUAL NEEDS.**

By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

ARBORSCAPE LTD INC. Kathleen Buttrell, Vice Pres.
CONTRACTOR NAME OF OWNER OR CORPORATE OFFICER
Kathleen Buttrell 9-1-2022
SIGNATURE OF OWNER OR CORPORATE OFFICER DATE

ARBORLI 06208
DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

601-583-499
WA STATE UNIFIED BUSINESS IDENTIFIER NO. (UBI) / WA STATE TAX REGISTRATION NO.

954 32300
LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER

039784002
EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

93-1114153
EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

Beginning July 1, 2019, prior to bidding, contractors and subcontractors must have received training from the WA State Department of Labor & Industries (L&I) relating to the requirements associated with public works and prevailing wage. Contractors who have completed three or more public works projects and have held a valid Washington business license for three or more years are exempt. Contractors must be listed on the L&I Exempt List prior to bidding.

BIDDER IS IN COMPLIANCE: YES NO

ELECTRICAL CONTRACTOR'S LICENSE NUMBER (if applicable)

By signing this page, 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 the 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.

NOTE TO BIDDER: Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and may be rejected. Mandatory Bidder Responsibility Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors.

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

- A. **PROPOSAL**
Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.

- B. **BID BOND**
Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.

- C. **DID YOU COMPLETE AND SUBMIT THE BIDDER'S INFORMATION PAGE?**

- D. **DID YOU SIGN AND SUBMIT YOUR BID PROPOSAL?**

- E. **DID YOU COMPLETE AND SUBMIT THE MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION FORM?**

- F. **DID YOU COMPLETE AND SUBMIT THE BID BOND ACKNOWLEDGEMENT FORM?**

- G. **IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF ADDENDUMS?**

- H. **DID YOU COMPLETE AND SUBMIT THE ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT FORM (E-VERIFY)?**

- I. **DID YOU SUBMIT A FULL AND COMPLETED COPY OF THE MEMBORANDUM OF UNDERSTANDING (MOU) ISSUED BY HOMELAND SECURITY IN ITS ENTIRETY WITH YOUR BID?**

- J. **DID YOU READ THE 'NON-COLLUSION DECLARATION' AND 'NOTICE TO ALL BIDDERS' STATEMENTS?**

The following forms are to be executed and submitted to the contracting agency by the successful bidder after the contract is awarded:

- A. CONTRACT**
This agreement is to be executed by the successful bidder.
- B. CONTRACT BOND**
This form is to be executed by the successful bidder and his surety company.
- C. DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**
This agreement is to be executed by the successful bidder.
- D. WAGE LAW INTENT AND AFFIDAVIT**
This shall be completed in accordance with State Law.
- E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**
This is to be executed by the successful bidder.
- F. SUBMITTAL OF WEEKLY CERTIFIED PAYROLL REPORTS FOR ALL WORKERS ON THE PROJECT**
Failure to submit correct and timely certified payrolls will delay payment.
- G. AFFIDAVIT OF E-VERIFY COMPLIANCE**
To be completed prior to final payment

ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT

Re: City of Camas Public Work Contractor Lawful Hiring Compliance
(Also referred to as E-Verify)

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding in its entirety (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

BIDDERS MUST SUBMIT A COPY OF THEIR MEMO OF UNDERSTANDING IN ITS ENTIRETY FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PROVING THAT THEIR COMPANY IS ENROLLED IN THE E-VERIFY PROGRAM. THIS IS REQUIRED AS A CONDITION OF CONSIDERATION OF YOUR BID.

Your signature below indicates acceptance of these terms:

Kathleen Buttrell, Vice Pres.
Signature of Owner or Authorized Corporate Officer

9-1-2022
Date

Kathleen Buttrell
Company Owner/Officer's name printed

ARBORSCAPE LTD INC.
Company

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.

Kathleen Buttrick, V.P.

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 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 contract 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.

DOT 272-0361 EF

*No numbered Addendum
✓ one bid inquiry Log received - 9/1/22*

**BID BOND
ACKNOWLEDGEMENT**

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

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, must be provided. Bid Bonds are required by law in the forms as indicated below and is attached hereto:

<input type="checkbox"/> CASH	IN THE AMOUNT OF <u>Seventeen thousand</u>
<input type="checkbox"/> CASHIER'S CHECK	<u>five hundred</u> DOLLARS
<input type="checkbox"/> CERTIFIED CHECK	(<u>\$17,500</u>) PAYABLE TO THE CITY
<input checked="" type="checkbox"/> PROPOSAL BOND	TREASURER OF CAMAS, WASHINGTON, IN
<u>OLD Republic Ins Co.</u>	THE AMOUNT OF 5% OF THE BID.

The failure to furnish a Bid deposit of a minimum of 5 percent (5%) with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

SIGNATURE OF OWNER OR AUTHORIZED CORPORATE OFFICER

Kathleen Buttrell, V.P.

Kathleen Buttrell

FIRM NAME ARBORSCAPE Ltd Inc

ADDRESS 11113 NE 95th St

Vancouver WA 98662

PART TWO

GENERAL INFORMATION

I. GENERAL INFORMATION

1. **Purpose**

It is the intent and purpose of these specifications to describe the Unit Priced Public Works Contract for Tree Removal and Trimming/Pruning, including debris removal and disposal, in sufficient detail to secure bids for this work.

The City intends to coordinate the work in such a manner as to batch (group together) similar tasks, when feasible. If the nature of the work is deemed an emergency, the work may be limited in scope to a specific area or tree.

Under normal conditions, an operator and crew shall be available on seventy-two (72) hour notice from the Public Works Operations Manager or his/her designee (City).

Under storm and/or emergency conditions (as determined by the City), operator and crew shall be available on twenty-four (24) hour notice from the City. The Contractor shall provide the City or his/her designee with telephone number(s) at which the Contractor can be reached on a twenty-four (24) hour basis. The Contractor shall arrive at the designated work site, ready to work, within two (2) hours of receiving notification. The Contractor shall give absolute preference to work requested by the City under storm and/or emergency conditions. Under these conditions, emergency rates shall apply as listed on the bid form. Additionally, any call-outs made between the hours of 4:00 p.m. and 7:00 a.m. shall be charged at emergency rates.

2. **No Obligation to Contract**

This Bid does not obligate the City to contract for service(s), or product(s) specified herein. City reserves the right to cancel or reissue this Bid in whole or in part, for any reason prior to the issuance of a Notice of Award. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g., "all-or-none").

The City has the right to modify or suspend any work assignment due to adverse weather conditions or any other reasons at no cost to the City.

The City reserves the right to contact and utilize additional tree service contractors at any time for any reason.

3. **Best Management Practices**

All work shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

All tree removal and trimming/pruning services shall be performed in accordance with the following conditions:

All tree removal and trimming/pruning work shall be done in compliance with the "American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance—Standard Practices," A.N.S.I. A300 – 2008, which is incorporated by this reference.

Trimming/pruning shall be done in such a manner as to protect current tree health with all possible regard for future growth and development with particular attention paid to the following:

- No damage shall be done to the cambium layer. Loosening or stripping of the bark shall be avoided.
- Cuts shall be made according to current standards as endorsed by the National Arborist Association.
- Climbing irons shall not be used on any tree unless the City has determined that the tree must be removed.

Stump Removal. Stump and roots shall be removed below ground level to a minimum depth of six inches and then chemically treated to ensure no suckers grow within 12 months OR remove the entire trunk to where chemical treatment is not necessary. Remove all debris including wood chips, as directed by the City. Immediately notify the City so staff can fill the hole with topsoil. Vendors will not be required to fill with clean topsoil and rake level.

4. Equipment Specifications/Requirements

Contractor shall provide all labor, equipment, materials, and other supplies necessary to safely and effectively accomplish all work required under this Agreement. Such labor and equipment shall include, but not be limited to, the following:

- Disc type brush chipper (eight (8) inch minimum).
- Stump grinder of sufficient size to grind most stumps. The City will not pay extra for any broken teeth. Prices shall include teeth.
- Three chain saws that Contractor shall maintain in good and operable condition throughout the term of this Agreement. The chain saws shall be of sufficient size and design for the services required under this Agreement.
- Rope, climbing saddle, pole saws, and related equipment for use by the tree climber during all tree removal and trimming/pruning operations. Such equipment shall be maintained by the Contractor in good and operable condition throughout the term of this Agreement, and shall be of sufficient size and design for the services required under this Agreement.
- Equipment must be owned or leased, so it is available at all times. It cannot be rented equipment.
- Personnel who are experienced and properly trained to safely and efficiently operate all of the above equipment and perform all tree removal and trimming/pruning services in accordance with the standards required under this Agreement. Temporary employees are not allowed.

Aerial Lift/Bucket Truck: Truck-mounted fully insulated, forty (40) foot minimum vertical reach aerial lift/bucket truck, equipped with all necessary outriggers and safety devices. Aerial lift must comply with American National Standards Institute (A.N.S.I.) Standard A92.2.

Contractor shall utilize all tools necessary to complete the work. For example, the City anticipates that the contractor will use routine tools such as chain saws and pole saws for Purchase Orders executed under Schedules A and B. Schedules C and D will require the use of routine tools, as well as, a Bucket Truck and other equipment.

5. More or Less

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered

firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

6. Contract Term

The period of this contract shall be for a period of three (3) years from its effective date. Contract may be extended on the anniversary date for one (1) additional one (1) year period.

The period of this Contract shall be for a period of three years from its effective date. The City may, at its option, extend the Contract for one (1) additional year provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Contract is not to exceed a total of four (4) years or \$350,000, whichever comes first. Prices shall remain firm for the first twelve month period of the Contract.

7. Price Clarifications

The City reserves the right to clarify any pricing discrepancies related to assumptions on the part of Bidders. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.

8. Price Increases

Any increase proposed shall be submitted to the City, thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

Pricing shall be prepared with the following terms. The City may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the City. Prices shall remain firm for the first twelve-month period of the contract.

Requests for Rate Increases must be delivered to the Public Works Operations Manager, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

In order to protect the interest of the City and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City.

In submitting a bid, Contractor shall set forth the amount they will accept for the first year (12-months) in payment for the work on the Proposal Form in accordance with the contract.

If contractor requests the City to do so, payment under this contract may be adjusted each succeeding year effective on the contract anniversary date.

9. Regulations and Codes

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

10. Safety

The Contractor shall ensure that all tree removal and trimming/pruning services provided under this Agreement are performed safely and in accordance with all applicable federal, state, and local laws and regulations.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the City to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

Public convenience and safety:

- The Contractor must conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.
- The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

The City may order that the Contractor stop work whenever any safety violation is observed and/or evidenced. The Contractor shall comply with the stop work order and shall not resume work until the safety violation is corrected to the satisfaction of the City Agent or his/her designee. The Contractor shall not be entitled to any compensation for time during the period of the stop work order.

11. Underground Utilities

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

- Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately.
- In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

12. Payments

Upon final inspection and acceptance of the work by the City, Contractor is to submit properly completed itemized invoice(s), the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein to:

City of Camas, Public Works Operations Manager, 616 NE 4th Avenue, Camas, WA 98607 or via email to wnoonan@cityofcamas.us

To ensure prompt payment each itemized invoice should not only include the Contractor's name and return remittance address but also cite project title and number, purchase order number, bid item and Service(s) description, quantity, unit and total price, retainage (if applicable), and location of work and date work was completed.

No Progress payments will be made.

13. Acceptance of Terms

Acceptance of a City Purchase Order (PO) for any units and/or projects affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached specification(s); including all penalties mentioned.

14. Clarifications and/or Revisions to Specification and Requirements

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Public Works Operations Manager of such concern and request modification or clarification of the Bid document.

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the Bid document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Public Works Operations Manager, a minimum of five (5) business days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this Bid, supplements or revisions will be provided to all known Bidders in the form of an Addendum.

If any requirements of the Bid are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

15. Incurring Costs

The City is not liable for any cost incurred by a Bidder in the process of responding to this Bid, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this Bid.

16. Re-Award

When the contract is terminated by the City or the Contractor upon providing the written notice as herein required, the City, may re-award the contract to the next most responsible bidder within 120 days from original award.

17. Errors and Omissions

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

II. PREPARING AND SUBMITTING A BID

1. General Instructions

Failure to conform to the Bid specifications and respond to each of the submittal requirements may be the basis for rejection of a bid. Refer to Bidder's Checklist, to ensure your Bid is responsive.

2. Submitting a Bid

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 2:00 p.m. on September 6, 2022

3. Public Works Project

This is a Prevailing Wage contract. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. Based on the bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is September 6, 2022. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 616 NE 4th Avenue, Camas, WA 98607

Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

- An Intent to Pay Prevailing Wages is required to be filed on the anniversary date of each year.
- An Affidavit of Wages Paid is filed at the end of each contract year.
 - The prevailing rate of wage in effect on the date the anniversary date for that year must be used.

4. Bid Bond

A bid bond from a State-licensed surety company on a form acceptable to the City, or certified or cashier's check, equal to percent (5%) of the bid in the amount of \$17,500 (anticipated Contract Total) shall be included with the bid and shall be retained as liquidated damages should the successful vendor, after formal notification of award, fail to enter into a contract with the City to perform the Work. The certified or cashier's check will be deposited in a non-interest bearing checking account and will be returned to the unsuccessful bidders by a City of Camas. The successful vendor's check will be retained by the City until the Contract Bond is received and approved by the City at which time he/she will be reimbursed by a City of Camas. The City will pay no interest on any check held in lieu of a bond under this requirement.

5. Prohibition of Bidder Terms & Conditions

A Bidder may not submit the Bidder's own contract terms and conditions in a response to this Call for Bids. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.

6. Withdrawal of Bids

Bidders may withdraw or supplement their Bid at any time up to the bid closing date and time. If a previously submitted bid is withdrawn before the bid due date and time, the Bidder may submit another Bid at any time up to the bid closing date and time. After bid closing date and time, all submitted Bids shall be irrevocable until contract award.

III. EVALUATION AND CONTRACT AWARD

1. Bid Evaluation

The evaluation and selection of a Bidder will be based on the information submitted in the Bid. Award will be made to the lowest responsive, responsible bidder as it best serves the interests of the City.

2. Offer in Effect for Ninety (90) Days

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

IV. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

It is the intent of these specifications to describe Tree Removal and Trimming/Pruning Unit-Price Public Works Contract in sufficient detail to secure bids on comparable work.

1. Scope of Work

The work under this Contract shall include the furnishing of all labor, materials, equipment, permits, and inspections necessary for or incidental to Tree Removal and Trimming/Pruning, including debris removal and disposal as indicated in these specifications and the completion of all work indicated in the Contract Documents. Disposal of wood chips will be determined on a case-by-case basis for each individual Purchase Order. The City may elect to have the wood chips delivered and deposited at a City facility.

2. Mandatory Bidder Responsibility Criteria

Per RCW 39.04.350, before award of a public works contract, a bidder must meet the defined mandatory bidder responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. It is the intent of the City to award a Contract to the lowest responsive, responsible Bidder. The Bidder must submit with their bid response the Mandatory Bidder Responsibility Criteria Form, demonstrating compliance with the criteria.

3. Regulatory Requirements and Codes

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), health and safety laws and regulations (OSHA/WISHA/City Safety Codes), and the most recent edition of the ANSI/TIA/EIA and NEC Standards.

4. Licenses and Permits

City of Camas General Encroachment Permit. Per CMC 12.12.010, a general encroachment permit is required for construction or maintenance activity within the public right-of-way (ROW). The Site Development Encroachment Permit is applicable to this project. There is no fee for this type of permit. Please review Part Eight, Appendix B, which provides application instructions, insurance requirements and copies of the forms.

5. Project Quote

Contractor is to provide the Project Manager a quote for each project/call-out using the City of Camas Unit Priced Contract Quote Form (Appendix A).

6. Minor Change

Contractor will be compensated for work deemed as a Minor Change, as approved by the City.

7. No Disturbance

The contractor shall not disturb grounds or materials outside the sphere of the contracted project. Should adjacent property be damaged in any manner, Contractor shall immediately contact the Project Manager.

The Contractor shall promptly remove all brush, twigs, sawdust, grind stumps, and similar material from each work site and shall be transported to an accepted disposal area, at the Contractor's expense

8. Mobilization and Demobilization

Mobilization shall be included in the base unit price for each purchase order and shall consist of preparatory work and operations performed by Contractor, including his personnel, equipment, supplies and incidentals to the project site. No separate measurement or payment will be made for costs associated with mobilization and demobilization.

9. Protection of Existing Utilities

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

- a. Notify the City in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe and continuous operation of the services.
- b. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor must notify the Project Manager IMMEDIATELY.
- c. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

10. Waste Materials

All refuse and waste material must be disposed of by the Contractor off the City's property, at the Contractor's expense.

11. Public Convenience and Safety

The Contractor must so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.

The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

Sound Control - If possible, limit sound during working hours.

12. Dust/Debris Control

The Contractor must take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.

All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris and garbage daily. Specific areas are adjacent buildings, walkways and parking areas.

13. Contractor's Vehicles

Contractor and employee vehicles, and all other vehicles entering City's property to perform work, must use an access route approved by the City. All such vehicles must park in a designated parking area approved by the City.

14. Traffic

Contractor is to conduct demolition operations and the removal of debris in a way to ensure minimum interference with roads, streets, walkways, and other adjacent occupied or used facilities.

Contractor is not to close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

Barricades shall conform to the requirements of the MUTCD supplemented by the further requirements of the Standard Plans and the City of Camas Street Detail ST35.

The contractor shall maintain traffic in the project area to the satisfaction of the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

The Contractor will be held responsible for any damages that the local public agency, City, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

Truck and equipment access:

- To avoid traffic conflict with vehicles of the Owner's employees and customers and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the

access of trucks and equipment to the route as approved by the General Services Operations Manager.

- Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

Contractor's vehicles:

- Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only the access route approved by the Owner.
- Do not permit such vehicles to park on any street or other area of the Owner's property except in an area approved by the Owner.

15. Contract Bond

Contract Bond: The successful bidder shall furnish a duly-executed bond, equal to 100% of the total contract value including sales tax, upon a form approved by the City, signed by approved surety or sureties in the amount of \$350,000 (anticipated Contract Total), conditioned upon the faithful performance of the contract by the Contractor within the time prescribed thereon.

16. Insurance Requirements

- a. The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
 - An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
 - Any other amendatory endorsements to show the coverage required herein.
 - All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):
 - ◇ Contracting Agency and its officer, elected officials, employees, agents, and volunteers.
 - ◇ The listed entity above shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.
 - The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the

work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Such policy must provide the following minimum limits:

- \$2,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

- c. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000 Minimum combined single limit for bodily injury and property damage per incident

- d. Worker's Compensation insurance. The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

17. Retainage

RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the monies earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

18. Final Inspection and Acceptance

When the Contractor considers the work physically complete and ready for final inspection, the Contractor shall request that the City inspect the work. The City will notify the Contractor of any deficiencies in the work after inspection. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the City is satisfied the listed deficiencies have been corrected.

PART THREE

CONTRACT DOCUMENTS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Tree Removal and Trimming/Pruning, Unit Priced Public Works Contract City of Camas Project No. UPC2202**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The period of this Contract shall be for a period of three years from its effective date. The City may, at its option, extend the Contract for one (1) additional year provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Contract is not to exceed a total of four (4) years or \$350,000, whichever comes first. Prices shall remain firm for the first twelve month period of the Contract.

VII. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.

VIII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

IX. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective September 6, 2022.

X. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.

XI. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XII. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XIII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIV. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 20__.

Contractor

Executed by the Local Agency _____, 20__.

Mayor

Approved as to Form

City of Camas Attorney

**DECLARATION OF OPTION FOR INVESTMENT OF RETAINED
PERCENTAGE**

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until thirty (30) days following final acceptance of the work.

Signed _____

Date _____

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020. The City will select the repository.

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. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.

Signed _____

Date _____

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That

of _____, as Principal, and _____

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars Three Hundred Fifty Thousand (\$350,000), for the payment of which we jointly and severally 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., 20____, the said _____,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, 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 construction of these **Tree Removal and Trimming/Pruning a Unit Priced Public Works Contract, City of Camas Project No. UPC2202**, 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 the Contract Completion Date or when the Not-to-Exceed limit of \$350,000 has been reached, whichever comes first, 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 _____, 20__

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: _____

Mayor

DATE: _____, 20__

SURETY BOND NUMBER _____

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

PART FOUR

AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the current updated version of the 2022 Standard Specifications for Road, Bridge, and Municipal Construction, as of the Call for Bids date.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

WSDOT manuals and publications are updated continuously and revisions are issued periodically. It is the responsibility of bidders to make sure they have the current versions, regardless of the manual format or means of transmission. Publications on the WSDOT web page are the most recent versions and can be downloaded and printed without charge. Please check Standard Specifications Manual at <https://wsdot.wa.gov/Publications/Manuals/M41-10.htm> for the most current specifications.
<https://wsdot.wa.gov/Publications/Manuals/M41-10.htm>

PART FIVE

WASHINGTON STATE HOURLY PREVAILING WAGE RATES

- Journey level wage rates are NOT included in this packet. Journey and apprentice rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/
 - Washington State LNI wage rates for Clark County effective date September 6, 2022.
 - A printed copy of the wages rates are available for viewing in the Public Works Department at Camas City Hall.
 - The City of Camas will mail a hard copy of the applicable prevailing wage rates upon request.



Company ID Number: 491069

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Arborscape Ltd. Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 491069

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 491069

Approved by:

Employer Arborscape Ltd. Inc.	
Name (Please Type or Print) Kathleen A Buttrell	Title
Signature Electronically Signed	Date 01/17/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/17/2012

Company ID Number: 491069

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Arborscape Ltd. Inc.
Company Facility Address	11113 NE 95th St. Vancouver, WA 98662
Company Alternate Address	
County or Parish	CLARK
Employer Identification Number	931114153
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 491069

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

WASHINGTON 1 site(s)

Company ID Number: 491069

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kathleen A Buttrell
Phone Number (360) 944 - 5124
Fax Number (360) 326 - 1789
Email Address arborscapetreecare@gmail.com

Name John L Buttrell
Phone Number (360) 944 - 5124
Fax Number (360) 326 - 1789
Email Address arborscape@juno.com

Name Logan C Buttrell
Phone Number (360) 944 - 5124
Fax Number (360) 326 - 1789
Email Address arborscapetreecare@gmail.com

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Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Arborscape Limited, Inc.
1403 Washington St.
Vancouver, WA 98660

SURETY:
*(Name, legal status and principal place
of business)*
Old Republic Insurance Company
10260 SW Greenburg Road, Suite 1060
Portland, OR 97223-5554

OWNER:
(Name, legal status and address)
City of Camas
616 NE 4th Ave
Camas, WA 98607

BOND AMOUNT:
Seventeen Thousand Five Hundred Dollars and 00/100 (\$17,500.00)

PROJECT:
(Name, location or address, and Project number, if any)
Tree Removal and Trimming/Pruning
Project No. UPC2202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

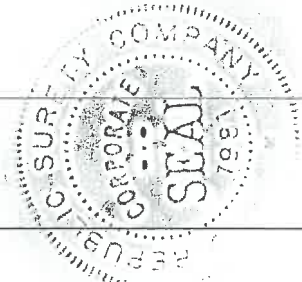
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of August, 2022

Kathleen Buttrill
(Witness)

Megan Ferdig
(Witness) Megan Ferdig



Arborscape Limited, Inc.
(Contractor as Principal) *(Seal)*
VICE PRESIDENT

(Title)
Old Republic Insurance Company
(Surety) *(Seal)*

Dawn L. Coyer
(Title) Dawn L. Coyer, Attorney-in-Fact



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Linda M. Schmuckley, Richard J. Biggs, Scott M. Studley, Dawn L. Coyer, David Anzellotti of Vancouver, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of April, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of April, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 3930

Signed and sealed at the City of Brookfield, WI this 31st day of August, 2022

Karen J. Haffner
Assistant Secretary

ORSC 11008 (6-93)

Alliant Insurance Services, Inc

PART SIX
AFFIDAVIT OF E-VERIFY COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH
PUBLIC WORK CONTRACTOR LAWFUL HIRING
COMPLIANCE (E-VERIFY)

**COMPLETE AND RETURN THIS FORM
AT COMPLETION OF THIS PROJECT**

_____ being first duly sworn, on her/his oath says that Contractor, Subcontractors, and all Lower Tiered Subcontractors have complied with the terms and conditions for the E-Verify program as written in the contract and project specifications for:

**Tree Removal and Trimming/Pruning
City of Camas, Project No. UPC2202**

Contractor

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public in and for
State of Washington, residing in

My commission expires:

**Prior to issuance of final payment, this form must be signed,
Notarized, and submitted to the City of Camas.**

PART SEVEN

APPENDICES

APPENDIX A

SAMPLE UNIT PRICED CONTRACT
QUOTE FORM

CITY OF CAMAS
Unit Priced Contract Quote Form

Project Title and Number	Project Lead	Contractor/Vendor:	Contract Term
Purchase Order # (P.O.)	Manager	Department/Division	Purchase Order Date
P.O. Total	Contract Balance	Delivery/Completion (est. Calendar Days)	Contract Amount Remaining
			0.00

Project Name: _____

Scope of Work: _____

Item	Discription	QTY	Contrated Unit Price	Total
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				
10				
SUBTOTAL (Parts and Materials):				\$0.00
Tax:				\$0.00
Shipping/Handling/Mobilization:				Included
PROJECT TOTAL:				\$0.00
Retainage Amount :				\$0.00
PAYMENT AMOUNT:				\$0.00

*** Approval Authority ***

Contractor

Where this project quote cannot be accommodated on this form; use as a cover, noting "See Attached" in the appropriate spaces above. Any substitute format must include all elements of this form for item of work.

APPENDIX B

GENERAL ENCROACHMENT PERMIT



**GENERAL ENCROACHMENT PERMIT
APPLICATION INSTRUCTIONS**

A general encroachment permit is required for construction or maintenance activity within the public right-of-way (ROW). Per CMC 12.12.010.

1. Check the type of encroachment activity, at the top of page 1 of the General Encroachment Permit form. An explanation of types of general encroachment activities are listed below (#4).
2. Complete the following contact information:
 - Application Information: This is the owner of the property to be worked on or the equipment to be installed.
 - Contractor Information: All work in the right-of-way must be done by a licensed and bonded contractor. The contractor's business and contact information goes here.
 - Agent Information: If the applicant is using a third party, such as an engineering consultant to apply for the permit, their contact information would be included.
 - Job Site Information: Address and a brief description of the work to be done.
3. Submit the completed 'General Encroachment Permit' form on page 1. Sign and date the 'Standard Conditions' on page 2. Include the following items for a complete submittal:
 - Project plans or Sketch;
 - Traffic Control Plan (TCP), if required;
 - Contractor's estimate of work and material costs, including traffic control (if applicable).

The completed form and applicable items can be email to the Building Department at permits@cityofcamas.us. For questions or payments, call 360.817.1568.

4. General encroachment fees are calculated based on the current City fee schedule. (CMC 12.12.020)
 - 2021 Base fee: \$35.00 for estimate of work less than \$1,500.00
 - Fee for work estimated at \$1,500.00 or greater: \$30.00 plus 2.5% of estimate of work
5. Types of Permits:
 - Sidewalk-Driveway-Tree Applies to removal & replacement of existing sidewalks, driveway approaches, street trees or trees in the right-of-way, and retrofitting of existing driveway approaches.
 - Other Work in ROW Applies to any of the following activities in the ROW: temporary placement of dumpsters and/or PODs, tents, material storage, potholing, etc.
 - Site Developments Applies to new construction for subdivisions, short plats, commercial, industrial, multi-family, duplexes, tri-plexes, 4-plexes, etc. For use by Development Engineering. To be submitted at pre-construction meetings, along with the signed Insurance Requirements form and a Certificate of Insurance Liability. See Item #6 below for additional documentation requirements.
6. Additional Documentation for Site Developments:
 - General Encroachment Permit, including Standard Conditions (ESC/Construction Debris Cleanup & Indemnification and Hold Harmless Agreement)
 - Insurance Requirements Form, with *Certificate of Insurance* attached.
Insurance requirements shall include the following liabilities:



**GENERAL ENCROACHMENT PERMIT
APPLICATION INSTRUCTIONS**

- 1) **Commercial General Liability** insurance of a least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.
- 2) **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Additional Information:

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.



GENERAL ENCROACHMENT PERMIT FORM

Submit via email: permits@cityofcamas.us

616 NE 4th Ave, Camas, WA 98607
 Questions Call: 360.817.1568

City Permit Number

- SIDEWALK-DRIVEWAY-TREE REMOVE & REPLACE
- OTHER WORK IN ROW (E.G. DUMPSTERS, PODS, TENTS, MATERIAL STORAGE, ETC.)
- SITE DEVELOPMENTS – ENGINEERING USE ONLY (E.G. SUBDIVISIONS, SP, COMMERCIAL, ETC.)

Engineering Inspection Requests:
 Call 360.834.8860, Option 2

Date Submitted: _____

APPLICANT INFORMATION

Owner or Business _____ Applicant Project No. (if applicable) _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Title _____

Phone _____ Email _____

CONTRACTOR / AGENT INFORMATION

Company Name _____ Contractor / Agent Project No. (if applicable) _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Title _____

Phone _____ Email _____

W.C.L. # _____ Expires _____ Tax ID Number _____

JOB SITE INFORMATION

Work Location / Address: _____

Description of Work: _____

_____ Pavement Cut(s) Plans Attached Value of work and material in right-of-way: \$ _____

_____ Sidewalk Cut(s) TCP Attached

Project Start Date _____ End Date _____

Signed _____ Date _____

**Initial & Date Page 2
 On Reverse Side**

SITE REQUIREMENTS (if applicable)

Engineering Plan Req'd Drawings Rec'd Approved By: _____ Date Approved: _____

Traffic Control Plan Req'd TCP Received Approved By: _____ Date Approved: _____

Standard Conditions Signed & Attached / on File Permit Fee \$ _____

Special Conditions Attached Other Fees \$ _____

Fee(s) Paid **NOTE: Permit is not valid until paid.** Total Fees \$ _____

CITY USE ONLY

Receipt Number _____ By _____ Date Paid _____

Approved by: _____ Date Approved: _____ Expires: _____

EROSION SEDIMENT CONTROL / CONSTRUCTION DEBRIS CLEANUP & DISPOSAL

The applicant (or owner's representative) acknowledges by signing this Permit that he/she has read the contents of Section 14.06 Erosion Control Plan and Section 15.36 Construction Debris Cleanup and Disposal of the Camas Municipal Code. The applicant agrees to familiarize himself/herself with the applicable City of Camas standards, specifications, codes, and ordinances and will abide by the same. The applicant understands that nonconformance with these documents may result in rejection, removal of the work, "stop work orders"; and the costs associated with the same will be the responsibility of the applicant. The applicant is assuming all responsibility of constructing the improvements in compliance with City of Camas standards, specification, and ordinances.

The City requires all flag persons on City streets or right of ways to be certified by the State of Washington per WAC 296-155-305.

Excavators shall notify pipeline operator immediately if their work damages a pipeline and to call 911 or other local emergency response numbers immediately if the damage results in a release of natural gas or other hazardous substance or potentially endangers life, health, or property.

I understand that it is my responsibility to ensure all persons involved in this project comply with the requirements of the Camas Municipal Code.

Applicant's Initial: _____ Date: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Applicant/Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Permit, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Applicant/Contractor and the City, its officers, officials, employees, and volunteers, the Applicant/Contractor's liability hereunder shall be only to the extent of the Applicant/Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Applicant/Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Permit.

Applicant's Initial: _____ Date: _____



Certificate of Insurance Attached.

Date Submitted: _____

Expiration Date: _____

**ENCROACHMENT PERMIT
INSURANCE REQUIREMENTS
(Required for Permanent Structures & Site Developments)**

Applicant to provide certificate of insurance evidencing:

1) Commercial General Liability insurance of at least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.

2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.

Company / Agency Name: _____

Annual Certification (Keep on File)

Permit Specific – Permit No. _____



GENERAL ENCROACHMENT PERMIT

Certificate of Insurance Attached.

Date Submitted: _____

Expiration Date: _____

INSURANCE REQUIREMENTS

Applicant to provide certificate of insurance evidencing:

1) Commercial General Liability insurance of at least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.

2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Additional Information:

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.

Company / Agency Name: _____

Annual Certification (Keep on File)

Permit Specific – Permit No. _____