



Generation from Irrigation

Columbia Basin Hydropower

107 D Street NW
Ephrata, WA 98823

www.cbhydropower.org

Small Works Roster – Contractor Information

Columbia Basin Hydropower (CBHP) maintains a Small Works Roster for the purpose of awarding eligible public works contracts in accordance with RCW 39.04.151–.154 and RCW 87.03.436.

The Small Works Roster may be used, as needed, for public works projects with an estimated cost of \$350,000 or less, excluding sales tax, in lieu of formal sealed bidding.

Scope of Work

Projects issued through the Small Works Roster may include construction, repair, and maintenance of facilities and infrastructure; electrical, mechanical, and utility-related work; building and site improvements; and specialty trade services. CBHP may maintain general and/or specialty rosters and may distinguish contractors by trade category or geographic service area.

Contractor Eligibility

Contractors requesting placement on the Small Works Roster must be properly licensed, bonded, and insured in the State of Washington; maintain current registrations and compliance documentation; and be able to receive quotation requests and notifications electronically.

CBHP encourages participation by small businesses, including minority-owned, women-owned, and veteran-owned businesses, consistent with state law.

Use of the Roster

When utilized, CBHP will request written or electronic quotations from contractors on the applicable roster. Placement on the Small Works Roster does not guarantee the award of work.

Requesting Placement on the Roster

Contractors may request placement on the Small Works Roster at any time by submitting the required information to info@cbhydropower.org

**COLUMBIA BASIN HYDROPOWER
SMALL WORKS ROSTER
Application Packet**

FOR INFORMATION REGARDING THIS PACKET CONTACT:

COLUMBIA BASIN HYDROPOWER
Attention: Small Works Roster
107 D Street NW
Ephrata, WA 98823
(509) 754-2227

Thank you for your interest in the Columbia Basin Hydropower (CBHP) Small Works Roster. The following information should guide you through the process of making application to be included on the roster.

1. **Document to be submitted:** Contractors who are interested in being placed on the Small Works Roster shall submit the following:
 - a) A completed application form signed by an authorized agent of the company along with any documents requested in the application.
 - b) A completed Insurance form or copy of most recent ACORD form.
 - c) An executed Small Works Contract.
 - d) An executed General Conditions form.

2. **Project Proposal and Specifications:** Each Small Works Roster Project will be open for solicitation of quotes as needed. Each Project will contain specifications and proposal forms particular to that Project. The forms submitted by the Contractor will be made part of the contract.

3. **Notice of Award:** CBHP will provide a Notice of Award for each Small Works Roster Project awarded. The signed Notice of Award together with an executed Performance and Payment Bond, where required, and the Certification of Compliance with Wage Payment Statutes shall be returned to CBHP prior to the issuance of a Notice to Proceed.

4. **CBHP's Representative:** The CBHP representative for the Project, who assumes duties and responsibilities and has rights and authority assigned in the Contract Documents in connection with completion of small works projects in accordance with the Contract Documents, shall be the Secretary-Manager, Hydro Supervisor, and Staff Engineers.

FOR CBHP REPRESENTATIVE AND STAFF USE:		
# of Item	Contract Documents	Received or Filed
1	Completed/Signed Small Works Roster Application (all 8 pages)	<input type="checkbox"/>
2	Resume/Line Card Attachment (Application Questionnaire #5)	<input type="checkbox"/>
3	Certificate of Liability Insurance (Application Questionnaire #10)	<input type="checkbox"/>
4	Completed/Signed Small Works Contract (page 1 of 1)	<input type="checkbox"/>
5	Signed General Conditions Form (page 6 of 6)	<input type="checkbox"/>
6	Proposal and Specification Forms	<input type="checkbox"/>
7	Signed Notice of Award (w/Performance and Payment Bond if required)	<input type="checkbox"/>
8	Signed Notice to Proceed	<input type="checkbox"/>

SMALL WORKS ROSTER APPLICATION FOR CONTRACTORS

To: Columbia Basin Hydropower
 Attention: Small Works Roster
 107 D Street NW
 Ephrata, WA 98823
 Telephone: (509) 754-2227

Contractors wishing to make application to CBHP, as a responsible contractor for placement on the Small Works Roster for contracts equal to or less than \$350,000, pursuant to CBHP's Small Works Roster Resolution, shall complete and submit the following application and related documents. Incomplete applications will not be accepted.

Name of Applicant or Firm (As registered with Washington Secretary of State)			
Trade or DBA			
Street Address		City	State Zip Code
PO Box		City	State Zip Code
Contact Person for Small Works Roster Quotes		Telephone	Fax
E-Mail	Date Submitted	Federal Employees (IRS) ID Number	
Unified Business Identifier Number (UBI)		Washington Contractor License Number	
Please indicate whether you meet the following definitions:			
<input type="checkbox"/> Women and Minority-Owned Business (as described in RCW 39.19.030(7)(b)).			
<input type="checkbox"/> Veteran-Owned Business (as defined in RCW 43.60A.010).			
<input type="checkbox"/> Small Business (as defined in RCW 39.04.010).			
Type of Organization			
<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership/Joint Venture	<input type="checkbox"/> Sole Proprietorship
Corporation			
Date Incorporated	In What State?	If Out-of-State Corporation, have you complied with Washington's Corporation Laws? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Name and Address of Registered Agent		Names and Addresses of Officers
LLC		
Date Formed	In What State?	If Out-of-State LLC, have you complied with Washington's LLC Laws? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Member Managed or <input type="checkbox"/> Manager Managed		Names and Addresses of Members or Managers
Name and Address of Registered Agent		
Partnership/Joint Venture		
Date Established	Status: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Assoc.	
Names and Addresses of Partners		Is there any limitation on duration of Partnership or Joint Venture? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", Explain:

List the names and titles of those individuals in your organization who are authorized to execute proposals, contracts, bonds, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

Name	Title	Signature Authority

NON-COLLUSION

In order for your application to be considered, it is necessary to furnish the following information:

1. Has your firm ever been indicted, pled guilty, pled nolo contendere (no contest), or been convicted of any offense that has resulted in your firm being barred from bidding or performing work for any State, Local, or Federal Government? If "Yes", attach a separate sheet(s) to this form giving the details involved, the names of the individuals, and their current employment status with your firm. Yes No

2. Has any officer, employee, or other member of your firm ever been indicted, pled guilty, pled nolo contendere, or been convicted of any illegal restraints of trade, including collusive bidding? If "Yes", attach a separate sheet(s) to this form giving the details involved. Yes No

3. Has your firm or any officer, employee, or member of your firm ever been debarred for violation of various Public Constraint Acts incorporating Labor Standards Provision? If "Yes", attach a separate sheet(s) to this form giving the details involved. Yes No

4. Is your firm under the protection of the bankruptcy court, have pending any petition in bankruptcy court, or have you made an assignment for the benefit of creditors? Yes No

SMALL WORKS QUESTIONNAIRE

1. How many years has your organization been in business as a contractor under your present business name? _____

2. Has your organization paid all current license and registration fees to the State of Washington?
Yes No

3. Has your organization ever failed to complete any work awarded to you or have any claims relating to performance been filed against your organization? Yes No
If "Yes", state where and reasons why:

4. In which of the following classes of work do you feel your organization has the equipment and experienced personnel to qualify for the classification? Indicate those classes for which you feel your firm qualifies by checking the appropriate box. ** Note: Work has to be self-performed to be considered. **

Class Number	Class Description	Qualified
1	Asphalt/Concrete Paving	<input type="checkbox"/>
2	Bituminous Surface Paving	<input type="checkbox"/>
3	Building Construction & Remodeling	<input type="checkbox"/>
4	Cabinetry	<input type="checkbox"/>
5	Communication Cable Installation & Repair	<input type="checkbox"/>
6	Concrete & Masonry	<input type="checkbox"/>
7	Crane & Operator	<input type="checkbox"/>
8	Doors, Windows, Overhead doors	<input type="checkbox"/>
9	Earthwork and Grading	<input type="checkbox"/>
10	Electric — Commercial, Industrial, Utility & Fabrication	<input type="checkbox"/>
11	Fencing — Chain link and Barbed Wire	<input type="checkbox"/>
12	Fire Extinguisher Service	<input type="checkbox"/>
13	General Construction by General Contractor	<input type="checkbox"/>
14	Gravel Surfacing	<input type="checkbox"/>
15	Heating & venting systems Installation and Repair	<input type="checkbox"/>
16	Painting and Industrial Coatings	<input type="checkbox"/>
17	Steel Fabrication and Welding, Machine Work	<input type="checkbox"/>
18	Computer Software/Hardware installer/Maintenance	<input type="checkbox"/>
19	Janitorial Cleaning & Supplies	<input type="checkbox"/>
20	Plumbing — Installation and Repair	<input type="checkbox"/>
21		<input type="checkbox"/>
22		<input type="checkbox"/>

5. Attach a general resume setting forth applicant's experience, technical qualifications, and organizational ability to perform the proposed construction classifications selected under Item 5 above. Attach a list of your supervisory personnel and their qualifications and years of experience, list the number and type of craftsmen available and attach a list of equipment available for work, showing the age and location of the equipment.

6. List the names, contact information, and a description of the Project for at least three (3) clients for whom you have performed similar work in the last two (2) years:

Contracting Agency and Contact Name, Phone, and Fax or Email	Description of Work	Class Number(s) (as listed above)	Contract Amount

7. What is the maximum amount of work, expressed in dollars, which you consider you are capable of undertaking? \$ _____
8. Set forth the name and address of applicant's bank including the branch and name of the individual in said bank to be contacted for financial reference.

Bank Name, Branch, and Address	Contact Name	Phone
		Email

9. Qualified applicants must provide proof of bonding capacity for Construction Project Performance and Payment Bond each in the amount of up to \$350,000. Set forth the name and address of applicant's bonding company including the name of the individual to be contacted for verification.

Bonding Company Name and Address	Contact Name	Phone
	Bonding Capacity	Email

10. Attach a copy of your insurance ACORD certificate Form 25, showing the insuring company, policy effective dates, limits of liability, and the Schedule of Forms and Endorsements.

Please initial the following requirements:

11. Affirm that applicant will pay wages and benefits, to craftsmen employed on work, which prevail in the locality of the work as determined by the Department of Labor and Industries. The contractor will file the necessary Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms with the Department of Labor and Industries. No monies owed the contractor will be disbursed until the Intent to Pay Prevailing Wage form is received by CBHP. _____
12. With regard to all Projects awarded under the Roster, the applicant agrees to comply with all applicable government regulations regarding nondiscrimination in employment and employment practices on the basis of marital status, sex, race, color, religion or national origin. _____
13. The applicant agrees within ten (10) days of award of each Roster Project to provide a Performance Bond and Payment Bond from a corporate surety licensed to do business in the State of Washington in the form supplied by CBHP with the solicitation for quotation in an amount equal to the Contract price. The price of the Performance Bond and Payment Bond shall be considered incidental to the bid items detailed in the proposal. On contracts of \$150,000 or less, the contractor may request retention of 10% of the contract amount in lieu of the bonds, subject to the approval of CBHP. _____
14. The applicant agrees to submit within ten (10) days of award of each Roster Project a completed Insurance Certificate naming CBHP as additional insured. _____
15. The applicant is submitting with this application an executed Small Works Contract. _____
16. The applicant is submitting with this application a signed General Conditions form. _____

CERTIFICATION

We certify that the information supplied herein is correct and current as of the date given and that the applicant has the necessary skills, equipment, personnel and financial ability to perform all categories of work designated herein and desires to be included on CBHP's Small Works Roster and will be given an opportunity to submit quotations for small works project within those designated categories. We further certify that we have not been disqualified from bidding on any public works contract under RCW 39.06.010, 39.12.055, or 39.12.065(3) and meet the training or experience requirements under RCW 39.04.350(1)(f).

Signature

Type / Printed Name

Title

Date

Small Works Contract

THIS SMALL WORKS CONTRACT is made by and between Columbia Basin Hydropower (CBHP), a Washington irrigation district hydroelectric entity, and the undersigned Contractor.

In consideration of being included on CBHP's Small Works Roster and payments and agreements to be made and performed by CBHP in the event CBHP awards a Small Works Roster Project to the Contractor, the parties agree as follows:

1. This Small Works Contract binds CBHP and Contractor with regard to any Project awarded to the Contractor during the term of this Small Works Contract.
2. In the event a Project is awarded to the Contractor, the contract between the parties for such Project shall include this Small Works Contract and the application by the Contractor to CBHP which the Contractor represents is true and correct, together with the following supplemental documents pertaining to the Project (the Supplemental Documents):
 - The attached General Conditions for Small Works Roster Contracts.
 - CBHP's solicitation for quotations for a Project.
 - Any Standard Specifications, Amendment to Standard Specifications, Special Provisions, Technical Specifications, Standard Plans and Project Drawings for each Project which are part of CBHP's solicitation for quotations;
 - The Contractor's Proposal submitted in response to CBHP's solicitation for quotations;
 - Notice of Award and documents to be completed in compliance with the Notice of Award;
 - The Notice to Proceed.
3. Each Project shall be a separate and divisible public works contract based on this Small Works Contract and the Supplemental Documents.
4. This Small Works Contract does not assure or guarantee that the Contractor will be awarded any Small Works Projects.
5. This Small Works Contract binds the parties, and their successors and assigns, and is effective until December 31, 2026, or until the Contractors obligations pertaining to a specific Project have been satisfied, whichever is later.

Contractor Name

Authorized Signature

Columbia Basin Hydropower

Contract approved _____, 2026.

CBHP Representative (sign & print name)

GENERAL CONDITIONS

Small Works Roster Contracts

The following General Conditions are made part of the Contract between CBHP and Contractor for Small Works Roster projects awarded by Columbia Basin Hydropower.

1. **Warranty:** Contractor is to guarantee the satisfactory operation and performance of the work and all component parts thereof constructed or provided under the Contract for a period of two years following completion of the project and acceptance by CBHP.

Any faults or deficiencies resulting from the Contractor's workmanship or from materials supplied by the Contractor are to be promptly corrected by the Contractor at no expense to CBHP. The Contractor shall indemnify and hold CBHP harmless from any costs and liabilities encountered in remedying such defects. If the Contractor fails to promptly correct faults or deficiencies or fails to perform the work in accordance with the Contract Documents, CBHP, may, after seven days written notice to the Contractor, correct or remedy any such deficiency, by contract or otherwise, and charge the cost to the Contractor. In the event of such faults or deficiencies, the two-year warranty period will begin again on all work within the Contract following completion of the corrective action.

In the event the Contractor breaches this Contract by nonperformance, or by incomplete performance, or by defective performance, CBHP shall be entitled to recover damages from the Contractor calculated on the basis of the cost of completing the work under the Contract promised by the Contractor or the cost of repairing defective work. If omissions or defects cannot be remedied except at unwarranted expense as determined by CBHP in its sole and exclusive judgment, then CBHP shall be entitled to recover damages from the Contractor calculated on the basis of the difference between the value of the work if it had been performed in accordance with the Contract and the value of the work as it was actually performed.

Neither the final payment, nor partial or entire use of the Work by CBHP, shall relieve the Contractor of liability with respect of the warranties referred to in this contract or any other warranties expressed or implied. This two-year guarantee and indemnification period shall not relieve the Contractor from liability for any defects appearing after the two-year period and shall not operate to limit or preclude in any way CBHP's rights to bring suit within the applicable statute of limitations.

2. **Indemnity, Hold Harmless, and Defense:** To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless, and defend CBHP and its directors, officers, employees, agents, and sub-consultants from and against liability for all claims for injuries or death or loss or damage to property arising out of or resulting from the Contractor's or any subcontractor's performance or failure to perform the Contract.

The Contractor's obligation to indemnify, hold harmless, and defend includes any claim by the Contractor's officers, agents, employees, representatives, invitees, or any claim by any subcontractor, its officers, agents, employees, or invitees. The Contractor's obligation to indemnify, hold harmless, and defend shall be binding on the Contractor regardless of fault, breach of contract, or negligence of CBHP and its directors, officers, employees, agents, and sub-consultants except liability for claims that have been adjudicated to have been caused by or resulting from the sole negligence of CBHP and its directors, officers, employees, agents, and sub-consultants in which event such indemnity, hold harmless, and defense provisions will be enforceable only to the extent of the negligence of the Contractor, its officers, agents, employees, sub-contractors, or invitees.

The Contractor expressly waives the Contractor's immunity under industrial insurance, Title 51 RCW but only to the extent of the Contractor's agreement to provide indemnity, to hold harmless and defend CBHP and its directors, officers, employees, agents, and subconsultants.

The Contractor's indemnity, hold harmless, and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

The Contractor acknowledges that by entering into the Contract with CBHP, the Contractor has mutually negotiated the above indemnity, hold harmless, and defense provisions with CBHP; and the Contractor agrees to the terms herein.

3. **Payments:** The Contractor shall, upon satisfactory performance and completion of major tasks during progress of the Project, be entitled to receive a percentage of the Contract price, which shall be payable in accordance with the Project actually completed in the field, less an amount equal to five percent (5%) thereof as a retainage. CBHP will require, as a prerequisite to any payment, that Contractor submit evidence that all costs incurred for the Work completed, have been paid. CBHP may withhold payment of any amount due on a payment request for Contractor's unsatisfactory performance of the Contract, provided such withholding shall not exceed one hundred fifty percent (150%) of the disputed amount. Payment for all Work shown or specified in Contract Documents is included in the Contract Price. Work not specifically covered by bid items shall be considered incidental to the Project. No payment made under the contract, except for the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective materials or improper workmanship.

4. **Retainage:** Pursuant to RCW 60.28.011 an amount equal to five percent (5%) of each payment made to the Contractor will be retained by CBHP as a trust fund for the protection and payment of: (a) the claims of any person arising under the Contract and (b) the State of Washington with respect to taxes imposed pursuant to Title 82 RCW which may be due from the Contractor. After completion of all Contract Work, the Contractor may request CBHP to release and pay in full the amounts retained during the performance of the Contract, and sixty (60) days thereafter CBHP shall release and pay in full the amounts retained subject to the payment or release of any lien releases or claims filed and the provisions of Chapters 39.12 and 60.28 RCW.

5. **Subcontracts:** The Contractor shall not delegate any portion of the Work without the advanced written approval of CBHP.

6. **Assignment:** The Contractor shall not assign the rights under the Small Works Contract, or any part thereof without the advanced written approval of CBHP.

7. **Time for Completion:** The Contractor shall complete the Work to the reasonable satisfaction of CBHP, free of all claims, liens and charges, within the contract time specified in the Notice of Award, or the Special Provisions for the Project. All time limits stated in the Special Provisions shall be of the essence of the Contract.

8. **Conditions of Work:** By submitting a Proposal in response to CBHP's solicitation for quotations, the Contractor represents and warrants to CBHP that the contractor has fully informed himself of all conditions relating to the Work involved for completing the Project. In prosecuting the Work, the Contractor shall employ such methods or means as will not interfere or interrupt the work of CBHP or its agents, employees or contractors.

9. **Prevailing Wages:** the Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of Chapter 39.12 RCW, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The prevailing wages in effect at the time of proposal for the Project will be included in the Specifications when CBHP makes a solicitation for quotations. The Contractor may also determine the prevailing wages in effect by contracting the Washington Department of Labor industries, ESAC Division, General Administration Building, Olympia, Washington 98504 (360)-902-5335. In the event that funding for a Small Works Roster Project is provided, in whole or in part, by an agency which is required by federal law to comply with the Davis Bacon Act, the Contractor shall comply with all applicable statutes. If a Project requires Davis Bacon compliance, such requirements shall be noted in the special provisions provided at the time of solicitation of quotations.

Before any payment is made by CBHP of any sums due under this Contract, CBHP must receive from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries. Also following the

acceptance of the Project, CBHP must receive from the Contractor and each subcontractor a copy of "Affidavit of Wages Paid" certified by the Industrial Statistician of the Washington State Department of Labor and Industries and, in addition, Premium Liability release pursuant to RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by Contractor) all approved by the State Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. The Contractor and subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of Chapter 60.28 RCW, are released to the Contractor. Payment by the Contractor and subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the Project. Monthly utilization reports must also be submitted.

The Contractor may also be required to submit certified payroll forms with an accompanying Statement of Compliance so that payment of prevailing wage rates and fringe benefits may be verified. CBHP makes no guarantee or representation that labor can be procured for the minimum prevailing wage rates. These rates are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for these rates.

10. **Contractor's Responsibility:** The Contractor will prosecute the Work in accordance with instructions, descriptions and/or plans and specifications provided by CBHP. The Contractor shall carry on the Work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the Work and/or materials before its final completion and acceptance, repair or replace forthwith the Work and/or materials so injured, damaged, destroyed, at its own expense and to the satisfaction of CBHP. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by the Contractor.

11. **Claims Procedure:** If the parties fail to reach agreement on the terms of any Change Order for the Project, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, the Contractor's only remedy shall be to file a Claim with CBHP as provided in this Section. Contractor shall file its Claim within the earlier of 30 days from CBHP's final offer or the date of Completion. Any Claim shall be personally delivered to CBHP and shall be deemed filed on the date it is personally delivered to CBHP at the following address:

CBHP Representative – Small Works Project
[Name of Project]
107 D Street NW
Ephrata, WA 98823

The Claim shall be deemed to cover all changes in cost (including direct, indirect, impact, and consequential) and time to which the Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:

- A. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of the Project affected by the Claim;
- B. The date on which facts arose that gave rise to the Claim;
- C. The name of each employee of CBHP and Contractor knowledgeable about the Claim;
- D. The specific provisions of the Contract Documents which support the Claim;
- E. The identification of any documents and the substance of any oral communications that support the Claim;
- F. Copies of any identified documents, other than the Contract Documents, that support the Claim;
- G. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted;
- H. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the required detail; and

- I. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which the Contractor believes CBHP is liable.

After the Contractor has submitted a fully documented Claim that complies with all applicable provisions of this Contract, CBHP shall respond in writing to Contractor. To assist in the review of the Contractor's Claim, CBHP may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. The Contractor shall proceed with performance of the Project pending final resolution of any Claim. CBHP's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim. Any Claim of the Contractor against CBHP for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this Section.

12. **Default:** If the Contractor is in breach of any provision of the Contract Documents, refuses or fails to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, or fails to complete the work within this time, CBHP may declare the Contractor in Default and shall provide written notice of such Default to the Contractor.

If the Contractor fails to cure such Breach within fourteen (14) business days from receipt of written notice, CBHP may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plants on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to CBHP resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by CBHP in completing the work.

If the Breach is not cured within the time provided, CBHP shall have the right to terminate the contract and is relieved of any further obligation hereunder.

The rights and remedies of CBHP in this clause are in addition to any other rights and remedies provided by law or under this contract.

13. **Insurance:** The Contractor shall not commence work until it has obtained and exhibited to CBHP duplicate policies or certificates evidencing all the insurance required hereinafter, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all such insurance has been obtained by the subcontractor and exhibited to CBHP by delivery of duplicate policies or certificates evidencing all the insurance required hereinafter. All such insurance shall include CBHP and its directors, officers, employees, agents, and sub-consultants as additional insured and shall be fully maintained throughout the term of this contract.

The Contractor shall obtain and keep in force throughout the term of the contract, commercial general liability, worker's compensation, and automobile liability insurance with companies admitted by the State Insurance Commissioner pursuant to Title 48 RCW or a licensed surplus lines carrier. Companies shall be rated A-VII or higher in Best's Guide.

After Award of the Contract, the Contractor shall file with CBHP a Certificate of Insurance for a primary policy of commercial liability insurance, auto liability insurance and umbrella liability meeting the requirements set forth herein. This Certificate of Insurance shall be subject to approval by CBHP as to company, terms, and coverage. Failure of the Contractor to fully comply with the requirements set forth regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract at the option of CBHP.

The insurance shall specifically name CBHP and its directors, officers, employees, agents, and sub-consultants as an additional insured hereunder. A copy of the additional insured endorsement shall

be included with the certificate. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the contract. CBHP shall be given thirty (30) calendar days prior written notice by certified mail of any cancellation, reduction, or modification of the insurance.

The insurance shall provide the minimum coverages and limits set forth below:

- A. Commercial General Liability insurance shall be written on 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 the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. CBHP shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for CBHP 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 equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 per occurrence combined single limit, \$2,000,000 general aggregate; Bodily Injury and Property Damage with \$10,000 maximum deductible.
- B. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. Automobile Liability insurance shall be written with limits no less than \$2,000,000 per occurrence combined single limit, Bodily Injury and Property Damage with \$10,000 maximum deductible.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Professional Liability insurance appropriate to the Contractor's profession if required by CBHP. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- E. Builder's Risk Insurance and Umbrella Liability if required by CBHP.

Providing of coverages in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits. Additional insurance requirements or conditions may be added to the order by addendum and CBHP, at its discretion, may require the Contractor to provide evidence of such insurance.

14. **Relationship of the Parties:** It is understood and agreed that Contractor shall be an independent contractor and not the agent or employee of CBHP; that CBHP is only interested in the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Contractor. Any and all employees who provide services to CBHP under this Contract shall be deemed employees solely of the Contractor. Contractor shall be solely responsible for the conduct and actions of all its employees under this Contract and any liability that may attach thereto.

15. **Safety:** The Contractor and his subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work.

16. **Material Safety Data Sheets:** The Contractor agrees to furnish Material Safety Data sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products.

17. **Ownership of Documents:** All drawings, plans, specifications, and other related documents prepared by the Contractor under this Contract are and shall be the property of CBHP and may be

subject to disclosure under the Washington Public Records Act, Chapter 42.56 RCW, or other applicable public record laws. CBHP or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Contract for a period of three years from the date final payment is made hereunder.

18. **Applicable Law:** Contractor shall comply with all applicable federal, state and local laws and regulations, which are deemed to be incorporated into this Contract. This Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this contract shall be in Grant County Superior Court. In the event of litigation to enforce the provisions of this contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief allowed.

19. **Waiver:** No officer, employee, agent, or other individual acting on behalf of either party has the power, right, or authority to waive any of the conditions or provisions of this Contract. No waiver in one instance shall be held to be waiver of any other subsequent breach or non-performance. All remedies afforded in this Contract or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Contract or any part thereof.

THE CONTRACTOR, BY SIGNING THESE GENERAL CONDITIONS, AGREES TO THESE TERMS AND CONDITIONS. THIS DOCUMENT MUST BE SIGNED AND RETURNED TO CBHP WITH A COMPLETED APPLICATION AND EXECUTED SMALL WORKS ROSTER CONTRACT.

These General Conditions are agreed to by:

Contractor Name:

Name:

Date

Title: