

**SECTION III
SPECIFICATIONS
BID NUMBER 181001**

1. SCOPE OF BID

The purpose of these specifications is to obtain, on a contract basis, qualified personnel and mechanized equipment as specified for above- and below-ground inspection, ground-line treatment, and reporting by records of cedar transmission and distribution wood poles. The quantity of wood poles will be determined by the Contractor's unit cost proposal.

The District estimates that the wood poles will be distributed in the following manner:

Item	A Good Pole	B Reject Pole	C Reject Pole	D Poles	E Poles	F Transmission Poles Only	G Poles	H Poles	I Poles
Action	Inspect, Treat, Report	Inspect, Treat, Report, Recommend	Inspect, photograph and Report	Reported Only	Inspect and Fumigate Only	Adding Item A, B, or C	Install Plant Unit Numbers	Install Guy Guards Only	Obtain GPS Position
Percentage of Total	90%	1%	1%	2%	1%	4%			

If the District elects to proceed with Items G (Plant Unit Numbering) and H (Guy Guards) of the proposal, it is estimated that 1% of total units worked would fall within this action category. If the District elects to proceed with item I (Obtain GPS Position), it will include a GPS Lat-Lon of each wood pole location that has an average error of not more than two meters.

Those wood poles that were installed after 2008 will be excluded from inspection and treating and should be reported only.

2. LOCATION OF WORK

The wood poles are located in Clallam and Jefferson Counties. The successful bidder shall be furnished section maps showing the location of all wood poles that are to be inspected and treated.

3. WORK TO BE PERFORMED

- a. A complete inspection of wood poles is to be carried out from the ground. Qualified personnel familiar with electric utility construction must make a visual inspection of each wood pole. In particular, shell rot, splits, checking, shakes, insect and woodpecker damage, lightning damage, bending and leaning, ground washout, and broken line material shall be reported. Wood poles shall be sounded with a hammer from ground-line to as high as the inspector can reach to locate exterior or interior decay.
- b. The earth around the wood pole butt shall be excavated to a minimum depth of 18 inches below ground level, or to such additional depth as necessary to expose all external decay. The width of this excavation shall be sufficient for a minimum clearance of four inches at the bottom. Excavated material should be placed on a tarp or similar material for the purpose of clean restoration of the area.
- c. All overhanging and loose weather wood is to be removed from six inches above ground-line to the bottom of the decayed wood. Further, it is essential that all exterior decay be completely removed from the treatment zone. A minimum of sound wood is to be removed. All loose shavings and decayed wood shall be removed from the hole and surrounding ground and disposed of properly.
- d. The tables of "**Exhibit B**" shall then be applied to determine whether treatment is required. In utilizing tables of "**Exhibit B**", the procedure for boring shall include making one slant boring of 9/16-inch maximum diameter drilled downward at a 45-degree angle to the wood pole axis, entering the wood just above the ground-line. If there are visible checks on the wood pole surface, this initial boring should enter

the wood pole at the ground-line as close to the check as possible. Similarly, a second hole shall be drilled on the opposite side of the wood pole. Then, if heart decay or decay pockets are found, two more like holes shall be drilled, one in each of the other two quarters. From these borings, the thickness of the shell and the depths of the enclosed decay pockets shall be measured through the bored holes using a scale to convert the measurement taken at the 45-degree angle to measurements perpendicular to the wood pole axis. All bored holes shall be treated with fumigant and plugged with an oversized, fully treated, wooden or industry-accepted, plastic plug.

- e. Wood poles that do not fall below the minimums of "**Exhibit B**" shall receive a minimum of 1/16-inch layer of brush-applied treating paste (see Item 9.a.) from 18 inches below ground-line to four inches above. A wood pole bandage paper shall be firmly applied over this paste, completely encircling the wood pole, and secured with tacks or staples. After securing treatment paper, backfilling shall be done such that soil is well tamped and coned up around the wood pole three inches above ground-line.
- f. Wood poles that fall below the minimums of "**Exhibit B**" but which retain at least 50 percent of original diameter and which are recommended by the treating foreman for reinforcement shall be treated as in Section III, Item 3.e., above. The treating foreman must consider wood pole age, general condition, type of loading, location, and the District Representative's instructions in this evaluation.
- g. Wood poles that fall below the minimums of "**Exhibit B**," or which are unsuitable from other deterioration, shall be digitally photographed (entire pole), marked and the condition reported to the District. The excavation shall be backfilled, and no further work shall be performed on the wood pole.
- h. No debris, loose dirt, etc. is to be left in wood pole area in the case of private property. In all cases, the area is to be restored to its original condition.
- i. The Contractor shall report all foreign contacts found on District wood poles on the report form to be provided by the District, "**Exhibit C**". The District will provide training to the Contractor's employees in identifying those contacts.
- j. Inspection Reports (See "**Exhibit C**"):
 - I. Weekly Report: The contractor shall provide an electronic weekly report of wood poles inspected and the numbered categories, using a spreadsheet accepted by the District. This report will be used as the basis for invoices from the contractor and payments by the District. This report must be sent to these three District representatives; Mike Hill (mikeh@clallampud.net), Bill Decker (billd@clallampud.net), and Erin Brown (ebrown@clallampud.net).
 - II. Inspection Summary: The contractor shall provide a paper and electronic copy of the inspection reports for all wood poles inspected within the period of the contract using a format accepted by the District. The electronic summary(s) may be sent via e-mail to a District Representative at any time within the contract period.
- k. The Contractor shall comply with Washington State Dig Laws.

4. WOOD POLE INSPECTION, TREATMENT, AND NUMBERING CATEGORIES

- a. Item "A" Good Pole: Inspected, Treated Reported -- Any wood pole which, upon inspection, is found to be sound enough from "**Exhibit B**" to warrant external preservative treatment only in accordance with Section III, Item 3.e.
- b. Item "B" Reject Pole: Inspected, Reported, and Recommend Treatment -- Any wood pole which, upon inspection, is found to be deteriorated below requirements of "**Exhibit B**" but which retains at least 50 percent of original diameter and which is recommended by the treating foreman for reinforcement shall receive external preservative treatment in accordance with Section III, Item 3.e.
- c. Item "C" Reject Pole: Inspected, Reported, and Pole Rejected -- Any wood pole which, upon inspection, is found to be deteriorated below requirements of "**Exhibit B**" and/or shows signs of complete deterioration above ground. These wood poles shall be digitally photographed (entire pole) for the District and reported as such and no further work done in accordance with Section III, Item 3.g. If, in the opinion of

the treatment foreman, the reject wood pole is in such condition that it warrants immediate attention by the District, it shall be prominently marked "**PRIORITY**" on the report form. Further, if the condition warrants, it shall be reported immediately to the District Representative.

- d. Item "D": Reported Only -- Any wood pole that meets the following conditions shall be visually inspected and sounded, but shall not be tested or treated:
- 1) Wood poles located in standing water.
 - 2) Wood poles less than three horizontal feet from irrigation ditch water, a creek, or other stream.
 - 3) Wood poles located within a fifty foot radius of a domestic water well.
 - 4) Wood poles identified by the Contractor as having been set or retreated during or after 2007 (not highlighted on maps -- see Section III, Item 1.

Wood poles meeting the above criteria shall have the external condition noted on the report form.

- e. Item "E": Fumigant Only -- Any wood pole which cannot be excavated or treated (except those in 4.d. above) because of asphalt, concrete, etc., shall be treated with fumigant.

The Contractor will bore four (4) holes 3/4-inch in diameter and a depth two times the radius of the wood pole at a 45-degree downward angle. The first hole shall be at ground-line and the succeeding holes six (6) inches higher and rotated 90 degrees clockwise. Inject 1/2-cup of fumigant into each hole, and plug the holes with treated plugs.

- f. Item "F": Transmission Pole - Additional Cost -- An additional charge shall be made for any transmission wood pole in Categories "A," "B," or "C."
- g. Item "G": Plant Unit Numbering Only -- Plant unit numbering shall be installed on all wood poles where numbers do not currently exist. This may include wood poles falling under any of the above categories, including "Reported Only." For specifications for installation, see "**Exhibit D.**"
- h. Item "H": Guy Guard Installation Only -- Install District-provided guards on all unguarded down guys, and replace guy guards on existing down guys that are deteriorated.
- i. Item "I": Reporting -- Report GPS Latitude and Longitude of each wood pole locations.

5. BASIC CREW AND EQUIPMENT

The crew and equipment shall consist of necessary personnel and equipment to adequately perform excavation for inspection; conduct inspection, install treatment paste and paper, and backfill excavation; or conduct inspection and fumigate as required.

The Contractor shall employ a "Treating Foreman" who must be an experienced wood pole inspector with a minimum of 12 weeks training. A written list of the foreman's qualifications must be submitted with each bid. The foreman shall accompany the District Representative when requested for inspection of work.

All personnel shall be properly trained in all aspects of accident prevention that may be related to the work to be performed prior to their being exposed to any hazards. This will include, but not be limited to, Right to Know, electrical safety, traffic control, use and care of personal protective equipment, industrial first aid, and C.P.R. Directions and instructions given to the foreman by the District shall be binding upon the Contractor.

6. SUPERVISION AND INSPECTION

The District reserves the right to require the removal from the project any employee of the Contractor if in the judgment of the District, such removal shall be necessary in order to protect the interest of the District. The District shall have the right to require the Contractor to increase the number of its employees, and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the District; but the failure of the District to give any such directions shall not relieve the Contractor of its obligations to complete the work within the time and in the manner specified in these documents.

The manner of performance of the work and all equipment used therein shall be subject to the inspection, tests, and approval of the District. The District shall have the right to inspect all payrolls and other data and records of the Contractor relevant to the work. The Contractor will provide all reasonable facilities necessary for such inspection and tests. The Contractor shall have an authorized agent accompany the inspector when final inspection is made and, if requested by the District, when any other inspection is made.

In the event that the District shall determine that the construction contains or may contain any defects, it shall be the right of the District to have an inspection made by an engineer approved by the District for the purpose of determining the exact nature, extent, and locations of such defects.

7. HOURS OF WORK; OVERTIME; PREVAILING WAGES

Normal working hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise authorized by the District. The lunch period shall be observed from 12:00 Noon to 12:30 p.m. unless unusual circumstances prevail.

The District agrees to allow the Contractor's crew at the crew's election to work ten hours per day, four days per week. Hours of work will be from 7:00 a.m. until 5:30 p.m., Monday through Thursday or Tuesday through Friday, as agreed to by the District Representative.

The District or the Contractor may terminate this four-day workweek schedule and revert to a five-day workweek at any time with one week prior notice to the other.

The Contractor shall comply with Chapter 49.28 RCW and applicable regulations pertaining to overtime pay. The District may cancel this contract in the event of the Contractor's failure to so comply.

The Contractor will be required to pay prevailing wages on this project pursuant to Chapter 39.12 RCW and applicable regulations. Attached hereto as "**Exhibit A**", is the "Washington State Prevailing Wage Rates for Public Works Contracts" for Clallam and Jefferson Counties as of **August 31, 2017**. Any laborers, workers, or mechanics in each trade or occupation required for the work set forth herein shall be paid not less than such specified hourly minimum rate of wage. It shall be the Contractor's responsibility to verify current rates. This information may not be all-inclusive; any other occupation used on the project but not listed in this information shall comply with the most recent applicable prevailing wage rate.

Before payment is made by the District, the Contractor and each and every subcontractor shall be required to submit to the State of Washington a "Statement of Intent to Pay Prevailing Wages" providing the Contractor's or subcontractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages and the estimated number of workers in each classification, which statement shall be approved by the Department of Labor and Industries.

Following the final acceptance of the project, the Contractor and each and every subcontractor shall submit to the State of Washington an "Affidavit of Wages Paid" before the funds retained according to RCW 60.28. are released to the Contractor or subcontractor, which affidavit shall be certified by the Department of Labor and Industries.

Upon completion of a contract, the state, county, or other municipal officer charged with the duty of disbursing or authorizing disbursement or payment of such contracts shall forthwith notify the department of revenue, the employment security department, and the department of labor and industries of the completion of contracts over thirty-five thousand dollars. Such officer shall not make any payment from the retained percentage fund or release any retained percentage escrow account to any person, until he or she has received from the department of revenue, the employment security department, and the department of labor and industries certificates that all taxes, increases, and penalties due from the contractor, and all taxes due and to become due with respect to such contract have been paid in full or that they are, in each department's opinion, readily collectible without recourse to the state's lien on the retained percentage.

8. HOLIDAYS

The Contractor shall observe holidays that correspond with District holidays on the same day as observed by the District.

9. CUSTOMER RELATIONS

The Contractor agrees that its personnel and equipment shall at all times present a neat appearance. All work shall be done and all contacts with the public shall be handled with due regard for the District's public relations. The Contractor agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention. All complaints shall be reported within 24 hours to the District Representative.

In those areas where wood poles are not adjacent to roadways, the Contractor shall provide for his access to the wood poles as necessary. The Contractor shall use appropriate care to avoid undue damage to property or terrain, and prevent erosion problems. The Contractor shall notify property owners of work to be done on their property when owner is available at the site.

10. COMMUNICATION

The Contractor shall be responsible for notifying the District Representative weekly of the location of the work for that week. This may be accomplished by e-mail (preferred): billd@clallampud.net and triciab@clallampud.net, phone, or by phone message: 360.565.3461 (Bill) and 360.565.3203 (Tricia).

The Contractor will provide the District with a telephone number where the Contractor's crew may be contacted during regular hours and after-hours by a District Representative. The Contractor will immediately contact the District's Operations Department at 360.565.3203 or 800.542.7859 (Extension 203) to report any of the following:

- a. Crew unable to work.
- b. Major equipment breakdowns or material shortages.
- c. Unscheduled change of work locations.
- d. Serious accidents.
- e. Customer outages.

The District may at its option furnish at District expense a District radio to be installed in the Contractor's truck. Installation will be completed by the District in accordance with Contractor's specifications. The Contractor shall be responsible for any maintenance and repair expense after installation and shall be responsible to the District for replacement cost of the radio equipment in the event that it is lost, stolen, or destroyed.

The District will provide the Contractor's personnel with training on District procedures for use of the radio.

11. MATERIALS

- a. All treatment, treatment bandage paper, and fumigant materials shall be provided by the Contractor. Material specifications shall be as follows:
 - 1) Exterior wood pole treatment below ground level; The District will allow the Paste Form of Cu-Bor, MP400Ext, and/or Cop-R-Plastic.
 - 2) Interior wood pole treatment; The District will allow MITC Fume, Super Fume and/or Dura Fume.
- b. The District requires that when treatment containers are emptied, the liners shall be squeezed empty and wrapped around the wood pole butt and covered with the pole wrap.
- c. The Contractor shall provide all tools and equipment needed to perform the work as specified in Section III, Specifications.

- d. The Contractor shall provide to the District Material Safety Data Sheets (MSDS) for all treatment and fumigant products prior to beginning work.
- e. The District will furnish all material required for installing District plant unit numbers and guy guards.

12. MARKING OF INSPECTED WOOD POLES

The Contractor will mark each wood pole inspected by the use of:

- a. A nail or tag indicating the year in which the wood pole was inspected, tested, and treated, and also identifying the Contractor. This tag would indicate to the District that this wood pole met or exceeded the minimum requirements for a good wood pole. Tag or nail head should not exceed two square inch in diameter.
- b. A metal or rigid vinyl tag, red or yellow in color, securely attached to the wood pole, identifying the wood pole as a reject or two tags identifying it as a “**PRIORITY**” wood pole. These tags should be a minimum of one square inch in area.

Tags will be securely attached to the wood pole four to six feet above ground level and on the side of the wood pole facing the street or highway.

13. CHANGES IN CONTRACT DOCUMENTS

The District may, from time to time during the progress of the project, make such changes in, additions to, or subtractions from, the specifications and/or exhibits as conditions may warrant. Provided, however, that if the cost to the Contractor shall be materially increased by any such change or addition, the District shall pay the Contractor for the reasonable cost thereof in accordance with a contract amendment or change order agreement signed by the District and the Contractor; but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefore to the District prior to the commencement of work in connection with such change or addition. If the cost to the Contractor shall be materially decreased by any such change or subtractions, the District shall deduct an appropriate amount in accordance with a contract amendment or change order agreement signed by the District and the Contractor.

14. COMPLIANCE WITH DISTRICT INSTRUCTIONS

All work shall be done in compliance with instructions furnished to the Contractor by the District Representative. It is understood that the electric circuits of the District are to continue in normal operation wherever possible during this work and the Contractor is to provide and use all protection equipment necessary for protection of its employees and to guard against interfering with the normal operation of said circuits. Contractor agrees to secure from the District information as to the nature of the circuits involved in all cases before work is commenced. Prior to commencing work on or near energized circuits, the Contractor will obtain clearance from the District's dispatcher and comply with any instructions issued to it. Upon violation by the Contractor of any provisions of the contract documents, after written notice of such violation given to the Contractor by the District, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do, the District may correct such violation at the Contractor's expense. All questions or disputes as to the true meaning of the specifications shall be decided by the District.

The Contractor also agrees to assume full financial responsibility for any interruptions in electrical service that are a direct result of the Contractor or his/her employees while fulfilling this contract.

Observance of all Washington State Safety Laws is mandatory.

15. QUALITY CONTROL INSPECTIONS

A District Representative will periodically monitor and perform on-site inspections of the Contractor's work. On occasion the District Representative will require the Contractor's personnel to repeat the process of excavating, removing treatment, reapplying treatment, and backfilling the excavation of a randomly selected and previously treated wood pole. This will be done to assure compliance with specifications. If the Contractor's work is found to have been done in conformance with contract specifications, the Contractor will be compensated for this

additional work at a rate equivalent to the amount agreed for "Testing Treated Reported" (Section II, Proposal, 2 Item A.).

If it is found that any part of the work was not done in accordance with contract specifications, the work will be repeated in accordance with specifications and at no additional cost to the District. Additionally, for each unit where the Contractor's workmanship is found to have been defective, up to five additional units may be re-inspected at no cost to the District.

16. CONTRACTOR IDENTIFICATION

The Contractor's personnel shall wear approved flagging vests and hard hats and shall carry identification identifying them as employees of the Contractor.

The Contractor's vehicles shall also be marked to identify them to the public. This will include ATVs if they are utilized.

17. APPLICATION AND REGULATIONS

The Contractor shall see that each employee complies with all manufacturers' application instructions, EPA regulations for materials used, and Washington State Industrial Safety and Health Act. Contractor's personnel shall wear all recommended clothing or protective devices.

Containers are to be handled in compliance with manufacturers' recommendations, as well as Section III, Specifications, Item 9.b.

18. LIQUIDATED DAMAGES

The time of completion of this project is a factor involved with future projects; and, therefore, the specified completion date in the bidder's proposal is binding. The District reserves the right to deduct from monies due the following amounts: \$50 per day for the first thirty (30) days beyond the specified completion date and \$100 per day thereafter. Extensions of time may be granted by the District for causes beyond the control of the Contractor, provided a request for extension is received in writing by the District within ten days of such occurrence.

19. PAYMENT

Payment shall be based upon the unit prices bid and the actual units accomplished in the field. The final unit inventory shall be reviewed by the Project Foreman and District Representative. Any progress payments will be submitted based upon units completed to date of invoice at the unit bid price.

20. TERMINATION OF CONTRACT

The District may, at its discretion, terminate the services of the crew described in Item 5, above.

21. PERMITS AND PROTECTION

The Contractor shall, at his expense, be responsible for obtaining a permit from Clallam and Jefferson Counties and any other permits required by governing authorities that affect his work.

The Contractor shall maintain and provide all legal and necessary guards, railings, lights, warning signs, etc. during the execution of the work; the proper protection and convenience of all workmen and the public; and shall be responsible for keeping the works free from trespassers.

22. DEFECTIVE WORKMANSHIP

The acceptance of any workmanship by the District shall not preclude the subsequent rejection thereof if such workmanship shall be found to be defective after installation. Any such workmanship found defective before final acceptance of the work or within one year after completion shall be remedied or replaced, as the case may be, by and at the expense of the Contractor. In the event of failure by the Contractor to do so, the District or its assigns may remedy such defective workmanship; and in such event, the Contractor shall pay to the District the cost and expense thereof. The Contractor shall not be entitled to any payment hereunder so long as any defective

workmanship, in respect of the Project, of which the Contractor shall have had notice, shall not have been remedied or replaced, as the case may be.

The establishment of the time periods noted in the previous paragraph (one year) or such longer period of time as may be prescribed by any warranty required pursuant to the Contractor's agreement with the District to which these specifications relate, relates only to the specific obligation of the Contractor to correct his work, and has no relationship to the time within which the Contractor's obligation to comply with the terms of his aforesaid agreement with the District may be enforced, nor to the time within which proceedings may be commenced to establish liability with respect to the Contractor's obligations other than specifically to correct his work.

23. PRE-BID INSPECTION

An inspection tour of the areas to be inspected, treated, and/or reported is not scheduled; however, if the Contractor wishes to view a representative area or needs further information, the Contractor should contact Bill Decker, Operations Superintendent, at 360.565.3461.