SECTION III GENERAL SPECIFICATIONS FOR CONSTRUCTION BID NUMBER 240803

1. **GENERAL**

All work shall be done in compliance with District job orders or other instructions furnished to the Contractor by the District Representative. It is understood 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 his 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 all issued instructions.

2. TIME AND MANNER OF WORK

The contractor shall provide a project Manager or Line Superintendent experienced in high voltage transmission and distribution line construction having the resources to complete the District's contract, and having the authority to sign change orders and other project related contractual documents.

A preliminary Project Plan and Schedule shall be submitted with the bid and a final Project Plan and Schedule shall be provided after the contract is awarded and before the beginning of any work. If the schedule moves, the Contractor shall update their Schedule and notify the District of any changes immediately.

The Contractor will not be required to dig holes, set poles, or install anchors if there is more than six inches of frost in the ground; nor to perform any construction on such days when, in the judgment of the District, snow, rain, or wind or the results of the snow, rain, or frost make it impracticable to perform any operations of construction. To the extent of the time lost due to the conditions described herein and approved in writing by the District the time of completion set out above will be extended. The time for completion shall be extended for a period of any reasonable delay (other than a delay resulting from the failure of the Contractor to secure sufficient labor) which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, direction of the District to cease construction as herein provided, and acts or omissions of the District with respect to matters for which the District is solely responsible. Provided, however, that no such extension of time for completion shall be granted the Contractor unless within ten days after the happening of any event relied upon by the Contractor for such an extension of time, the Contractor shall have made a request therefor in writing to the District.

The time for completion shall be automatically extended for any delays in the delivery of District-supplied materials. However, this is the only compensation the Contractor shall be allowed for District-caused delays.

3. SUPERVISION AND INSPECTION

The Contractor shall cause the construction work on the project to receive constant supervision by a competent foreman who shall be present at all times during working hours where

construction is being carried on. The Contractor shall also employ, in connection with the construction of the project, capable, experienced, skilled, and reliable workers as may be required for the various classes of work to be performed. Directions and instructions given to the foreman by the District shall be binding upon the Contractor.

The District reserves the right to require the removal from the project of 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 his 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 his 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 the District shall determine the construction contains or may contain numerous 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.

4. HOURS OF WORK

Normal working hours are from 6:30 a.m. to 5:00 p.m., Monday through Thursday, unless otherwise authorized by the District. Friday work may be allowed provided it is not work that requires an inspector and is pre-approved by the PUD. The lunch period shall be observed from 11:30 a.m. to 12:00 p.m. unless unusual circumstances prevail.

The Contractor shall comply with all provisions of WAC 296-127-022, "Overtime According to Chapter 49.28 RCW."

5. HOLIDAYS

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

6. COORDINATION WITH DISTRICT

It shall be the Contractor's responsibility to maintain communication with the District to coordinate construction of the utility system. The Contractor will be required to schedule the work accordingly and shall keep the District Representative informed of such schedules.

7. COORDINATION WITH OTHER UTILITY COMPANIES

Should another utility wish to jointly occupy a trench, bore, or plow contracted for by the District, the Contractor shall negotiate any additional costs associated with said joint use with the other utility; and those costs shall be borne by that utility. The manner of installation and the coordination of the other utility's installation shall be between the Contractor and other utility.

Such installation shall conform to District Specifications for joint use of a trench or plow. The District's Project Manager will inform the other utilities of the scope of the Project and provide contact information for the successful bidder on that Project.

8. CUSTOMER RELATIONS

The Contractor agrees that his personnel and equipment shall at all times present a neat appearance. All work shall be done and all contacts with customers 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 poles are not adjacent to roadways, the Contractor shall provide for his access to the poles as necessary. This includes contacting owners of any locked gates. The Contractor shall use appropriate care to avoid undue damage to property or terrain and prevent erosion problems. Any damage done to property or terrain shall be restored by the Contractor to the owner's satisfaction. The Contractor shall notify property owners of work to be done on their property when owner is available at the site.

9. WORK ON ENERGIZED LINES AND JOB SPECIFIC INFORMATION

- 69KV Transmission line will be energized for the duration of the project.
- 12.5KV Distribution line will be energized for the duration of the project.
- Nominal transmission voltage of 69 kV = 522 kV maximum switching-transient voltage
- Nominal distribution voltage of 12.5 kV = 49 kV maximum switching-transient voltage
- Transmission and distribution one-line diagrams are included for reference.
- Conductor will be sagged by tension. Proof of calibration with 1-Year from date of use for the dynamometer must be supplied.
- All poles with primary distribution are installed with a #6 copper ground wire. Verify integrity of each ground as necessary.
- Pole test and treat data is available upon request.
- All new poles must be either augured or vacuum suction dug.
- Work may require vehicular access across private property. If ground on private property is damaged, it must be restored as much as possible to its original condition.
- All switching will be at the direction of the District's dispatcher.

10. SURVEY MONUMENTS

Survey monuments identified on the construction plans shall not be disturbed, except in those cases where construction activities require their temporary removal. Positions of survey monuments that require temporary removal shall be preserved and subsequently restored in their original locations by a registered professional land surveyor as required by RCW 58.09 and WAC 332-120. Monument Removal Permits, as required by WAC 332-120, shall be secured prior to the removal of any survey monument. All activities associated with monument preservation, removal and subsequent restoration shall be at the contractor's expense.

The District Project Engineer shall be notified when any identified land survey monument is inadvertently disturbed or removed during the course of construction. Such monuments shall be either restored in their original locations or their original positions shall be preserved with suitable reference monuments. This work shall be performed by a registered professional land surveyor as required by RCW 58.09 at the contractor's expense.

11. LOCATES

The Contractor shall be responsible for obtaining all underground locates.

12. LOCATIONS OF STRUCTURES

Structures, guys, etc. shall be placed in locations determined by the Engineer and staked by the Engineer, as shown on the Drawings and structure lists. Structures, guys, etc. shall not be erected in any other location without prior approval of the Engineer.

13. MATERIALS

All materials necessary for the work to be constructed shall be furnished by the District or arranged for by the District Representative. All materials and poles issued to the Contractor become his responsibility. The Contractor will be required to provide a secure area for storage of material issued by the District's Warehouse person.

All District supplied materials, except poles, shall be obtained by the Contractor at the District's Central Warehouse Facility, 100 Hooker Road, Sequim, Washington, Monday through Thursday between 7:00 a.m. and 4:00 p.m., closed for lunch 11:30 a.m. to 12:00 p.m., and closed on holidays. Poles shall be picked up at the District's Port Angeles Operations Center at 1936 West 18th Street, Port Angeles, Washington, Monday through Thursday between 7:00 a.m. and 4:00 p.m., closed for lunch 11:30 a.m. to 12:00 p.m., and closed on holidays.

The Contractor shall give a minimum of 24 hours advance notice to the District Representative before materials are issued.

The Contractor or his authorized representative will give to the District's Warehouse person a signed receipt in such form as the District shall provide for all materials furnished to the Contractor. Upon completion of the project, the Contractor shall return to the District all materials furnished by the District in excess of those required for construction.

The Contractor shall return to the District's Central Warehouse Facility all materials removed from the existing lines and account for those units in the manner directed by the District Representative. The Contractor shall return to the District's Forks Operations Center all removed poles unless otherwise instructed by the District Representative. All poles to be returned to the District's Forks Operations Center shall be removed in whole and not cut through their entire length.

The Contractor will be responsible for all excess material used on the project not accounted for, together with any used material that is not returned to the District. Any materials that are not returned to the District by the Contractor will be billed to the Contractor at District book value plus warehousing.

All materials issued by the District to the Contractor shall be in working condition when received by the Contractor. Any material not in good working condition upon completion of the project shall be replaced at the Contractor's expense.

Contractor must keep all unused issued material separate from wreck-out material for each job. Returned materials must be separated by like kind, and hardware must not be placed on top of or

in contact with insulators. Contractor will not allow any garbage (e.g., lunch sacks, bottles, etc.) to be included with returned materials.

14. 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 Plans, Specifications, Drawings, 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. No claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefor 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.

15. CONSTRUCTION NOT IN SPECIFICATIONS OR PLANS

The Contractor also agrees that when it is necessary to construct units not shown in the Specifications or Plans, it will construct such units for a price proposed in writing by the Contractor to the District and approved by the District prior to such work being done and after an executed change order.

No payment shall be made to the Contractor for correcting errors or omissions on the part of the Contractor that result in construction not in accordance with the Plans and Specifications.

16. <u>DEFECTIVE WORKMANSHIP</u>

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; and 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 so to do, the District 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.

17. PERMITS AND PROTECTION

Clallam PUD will supply the WSDOT Right of Way construction permit.

18. COMPLIANCE WITH STATUTES AND REGULATIONS

The Contractor, and all workers and equipment engaged in work on the Project, shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work, including, without limitation, the rules and regulations set forth by the Washington Industrial Safety and Health Act of 1973, the Williams-Steiger Occupational Safety and Health Act of 1970, and 29 CFR 1910.269 (concerning the operation and maintenance of electric power generation, control, transformation, transmission and distribution lines and equipment).

19. DISTRICT LINE WORK INSPECTOR HOURS AND RATES

The District requires that specific types of work done by the contractor only be done while the District inspector is available.

Typical work that requires inspector availability is as follows but may not be limited to:

- Any work on energized lines.
- Any work requiring a customer outage.
- Any work requiring switching, including setting and returning circuits to and from nonreclose.
- Inspection of trench or pole hole prior to backfilling.
- Transmission or primary distribution conductor sagging.

Standard District inspector availability is during business hours from 7 a.m. to 4:00 p.m., Monday thru Thursday, excluding holidays.

It is expected that inspector availability will need to be increased as required by the contractor to perform some work outside the standard inspector availability. Additional inspector time will be billed to the contractor at the overtime rate of no more than \$215.20 per hour, with the inspector charges being due and payable before retainage is released to Contractor.