



## TERMS & CONDITIONS FOR LABOR & SERVICES

The following terms and conditions may refer to conditions which will not be encountered in the performance of work under the Order and which are not applicable thereto. Any requirements, provisions, or other stipulation of these terms and conditions which pertain to a non-existent condition and are not applicable to the work to be performed hereunder shall have no meaning in the Order.

1. **Definitions.** Whenever used in the purchase order or direct purchase ("Order"), the following terms shall have the following meanings: (a) "Buyer" or "District" means Public Utility District No. 2 of Grant County, Washington; (b) "Seller" or "Contractor" means the person, partnership, corporation, or other entity specified as the Seller; (c) "Goods" means all the goods, materials, equipment, services, information, drawings, documents, and other items furnished or to be furnished under this Order to Buyer. If Seller is composed of more than one person or entity, then each person or entity shall be jointly and severally liable as Seller under this Order.
2. **Acceptance/Agreement.** This Order must be accepted in writing by Seller. If, for any reason, Seller should fail to accept in writing, any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Seller of this Order and all of its terms and conditions. Any terms proposed in Seller's acceptance of Buyer's offer which add to, vary from, or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.
3. **Price and Payment.** Payment terms shall be Net 30 days from receipt of Seller's invoice. Payment of the purchase prices specified in this Order shall constitute full compensation for the Goods and the satisfactory performance of Seller's obligations under this Order. Such prices shall not be subject to adjustment unless specifically provided for elsewhere in this Order. Unless otherwise specified herein, such prices include assessments and other amounts payable to governmental authorities with the exception of Washington State sales tax, which shall be separately stated on Seller's invoice. Any time period specified for payment or for accepting any discounts shall commence upon the later of: (a) the date Buyer receives Seller's correct invoice therefor; or (b) the date that Buyer receives and accepts the Goods together with any required documentation at the specified destination.

If prevailing wages apply (see Section 11) and the District has not received an Affidavit approved by L&I, the District shall withhold the sum of 5% of the amount of each progress payment to the Contractor as retainage in accordance with RCW Chapter 60.28 of the Revised Code of the State of Washington. Any retainage withheld will be released to the Contractor upon the District's receipt of the approved Affidavit. If the District is requested in writing by the Contractor, the monies reserved hereunder (retainage) shall be placed in escrow with a mutually agreed upon bank or trust company by the District and interest on such escrowed funds shall be paid to the Contractor as said interest accrues, all as more fully provided in RCW Chapter 60.28. However, any payments made to the Contractor hereunder shall not relieve the Contractor from responsibility under provision of the Order and warranties. Payment is not to be construed as acceptance by District or certification that the Contractor has performed the work correctly or according to the Order.

Prompt Payment Discount: As provided for on the RFQ form, Contractor may accept the prompt payment discount of 2% 10 days, which shall mean, if the District issues payment within 10 days, the payment due shall be reduced by 2%. A payment is considered made on the day it is mailed or is sent through electronic or wire transfer.

4. **Delivery/Completion.** The obligation of Seller to meet the completion and delivery dates, specifications, and quantities set forth herein is the essence of the Order. Deliveries shall be made both in quantities and at times specified herein. Shipments in greater or lesser quantity than ordered may be rejected and returned at Seller's expense if Seller's deliveries fail to meet the terms of delivery. Buyer, without limiting its other rights or remedies, may either direct expedited routing, or charge excess cost incurred thereby to Seller, or cancel all or part of this Order. Goods which are delivered in advance of schedule are delivered at the risk of Seller and may at Buyer's option, be returned at Seller's expense for proper delivery and/or have payment therefor withheld by Buyer until the date that the Goods are actually scheduled for delivery. Seller shall properly package Goods for protection against damage that may result from shipment, handling, storage, or other causes.
5. **Delays.** Time is of the essence in the performance of Seller's obligations under this Order. However, Seller shall not be liable for delays in completion or delivery due to causes which are not reasonably foreseeable, which are beyond Seller's control, or which cannot be overcome by the exercise of reasonable diligence, provided that Seller gives Buyer prompt written notice of the circumstances giving rise to the delay, the anticipated duration of the delay, and the action being taken by Seller to overcome or mitigate the delay. The specified shipment and delivery dates shall be extended by the period of any such delay.
6. **Inspection/Testing/Rejection.** The Goods shall at all times be subject to inspection, testing, and expediting by Buyer. Payment for the Goods delivered hereunder shall not constitute acceptance thereof. Buyer, without limiting its other rights or remedies, shall have the right to inspect such Goods and to reject any or all of said Goods which are in Buyer's judgment defective. Goods so rejected and Goods supplied in excess of quantities called for herein may be returned to Seller at Seller's expense and in addition to Buyer's other rights. Buyer may charge Seller all expenses of unpacking, examining, repacking, and reshipping such Goods.
7. **Warranty.** Seller warrants that: (a) the Goods shall be free from all defects in design, materials, workmanship, patent, and title; (b) all materials, components, parts, and other items incorporated in the Goods shall be new and of suitable quality for their intended purpose; and



(c) the Goods shall conform in all respects with the requirements of this Order. Seller shall promptly correct any Goods that do not comply with warranty. If Buyer requests Seller to make any such correction and Seller thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct or cause to be corrected the noncompliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Seller the cost thereof. If Buyer rejects any Goods that do not comply with the foregoing warranty, Seller shall have a reasonable time to correct the noncompliance. If Seller fails to correct the noncompliance within a reasonable time, Buyer may cancel the Order as to the non-complying Goods without any liability or obligations of, or cost to Buyer with respect to such Goods and without prejudice to any other rights or remedies of Buyer with respect to such noncompliance, i.e. to damages or cover.

8. **Activities on Buyer's Premises. This section applies if Seller, or any of its Subcontractors or suppliers of any tier, performs any activities on premises owned, leased, possessed, or controlled by Buyer.**

Seller shall carry on said work at its own risk until the work is fully completed and accepted. In case of accident, destruction, or injury to the work and/or Goods, before its final completion and acceptance, Seller shall repair or replace forthwith the work and/or Goods so injured, damaged, and destroyed, at its own expense and to the satisfaction of Buyer. When Goods are furnished by others for installation or erection by Seller, Seller shall receive, unload, store and handle the same at the site and become responsible therefor as though such Goods were being furnished by Seller on this Order.

Seller specifically and expressly agrees to release indemnify, save harmless and defend Buyer, its officers, agents, and employees from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind and nature, including attorney's fees and claims arising of and in connection with or incident to Seller's performance of this Order or the Goods to be provided, unless caused by the sole negligence of Buyer. Seller acknowledges that by entering into this Order with Buyer it has mutually negotiated the above indemnity provisions with Buyer. Seller's indemnity and defense obligations shall survive the termination or completion of the Order and remain in full force and effect until satisfied in full.

Prior to the commencement of any work under this Order, and at all times during the term of this Order, Contractor shall obtain and maintain continuously, at its own expense a policy, or policies of insurance with insurance companies rated A- VII or better by A.M. Best, as enumerated below. Any significant deductible, self-insured retention or coverage via captive must be disclosed and is subject to approval by District's Risk Manager. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor and not recoverable under any part of this Order.

**Contractor Required Insurance**

- A. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:
1. Premises and Operations;
  2. Products and Completed Operations;
  3. Contractual Liability;
  4. Personal Injury Liability (with deletion of the exclusion for liability assumed under contract);
  5. Pollution Liability (sudden and accidental); (Applicable if working on site with a low pollution risk present)
  6. Such insurance shall not exclude coverage for action-over liability claims; (Applicable when working on site, particularly at the power plants, near live lines or other higher risk areas)
  7. Such insurance shall not exclude coverage for Explosion (X), Collapse (C) and Underground Hazards (U). (Applicable if the work has the potential for explosion risk, if there will be any drilling or boring, etc.)

with the following **minimum limits:**

8. \$1,000,000 Each Occurrence
9. \$1,000,000 Personal Injury Liability
10. \$2,000,000 General Aggregate (per project)
11. \$2,000,000 Products and Completed Operations Aggregate

Commercial general liability insurance will include the District as additional insured on a primary and non-contributory basis for ongoing and completed operations. A waiver of subrogation will apply in favor of the District.

- B. **Workers' Compensation and Stop Gap Employers Liability:** Workers' Compensation Insurance as required by law for all employees. Employer's Liability Insurance, including Occupational Disease coverage, in the amount of **\$1,000,000 for Each Accident, Each Employee, and Policy Limit**. The Contractor expressly agrees to comply with all provisions of the Workers' Compensation Laws of the states or countries where the work is being performed, including the provisions of Title 51 of the Revised Code of Washington for all work occurring in the State of Washington. If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers (USL&H) Act, Jones Act, or under U.S. laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Such coverage shall include USL&H and/or Maritime Employer's Liability (MEL).



- C. **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of \$1,000,000 per accident** for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when applicable. Automobile liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

Evidence of Insurance - Prior to performing any services, and within 10 days after notification of award, the Contractor shall file with the District a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming the District as an Additional Insured for each policy where indicated in Section A.

Failure of the District to demand such certificate or other evidence of compliance with these insurance requirements or failure of the District to identify a deficiency from the provided evidence shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Acceptance by the District of any certificate or other evidence of compliance does not constitute approval or agreement by the District that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

The District shall have the right but not the obligation of prohibiting the Contractor or Subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the Contractor fails to maintain insurance as set forth above, the District may purchase such insurance at the Contractor's expense. The Contractor's failure to maintain the required insurance may result in termination of this Order at the District's option.

Contractor shall ensure that each Subcontractor meets the applicable insurance requirements and specifications of this Order. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each Subcontractor upon request.

Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies or Contractor shall provide 30 days advance written notice to the District for cancellation or any material change in coverage or condition, and 10 days' advance written notice for cancellation due to non-payment. Should the Contractor receive any notice of cancellation or notice of nonrenewal from its insurer(s), Contractor shall provide immediate notice to the District no later than two days following receipt of such notice from the insurer. Notice to the District shall be delivered by email.

9. Archaeological Resources. In the event the Seller or any of its Subcontractors inadvertently discover archaeological resources at any time during the project, Seller shall immediately notify the Buyer and suspend all excavation activities at the site. "Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form. The disturbance of any cairn or Native Indian grave is prohibited by the Indian Graves and Records Act (RCW 27.44).
10. Patents. Seller shall, at Seller's own expense, defend all suits or proceedings instituted against Buyer, and shall pay any award of damages and costs assessed against Buyer, and shall pay any award of damages and costs assessed against Buyer in such suits of proceedings, insofar as the same are based on any claim that the Goods furnished under this Order or any part thereof constitutes an infringement of any United States patent or copyright, provided that Buyer shall give to Seller prompt notice of the institution of any such suit or proceeding if such Goods in any such suit or proceeding is held to constitute infringement and its use is enjoined. Seller, within a reasonable time, shall either secure for Buyer at Seller's own expense, the right to continue using said Goods by suspension of the injunction, by procuring for Buyer a license, or otherwise, or shall at Seller's own expense and as Buyer may elect, replace such Goods with non-infringing Goods, or modify it so that it becomes non-infringing, all without damage or injury to any other property of Buyer.
11. Compliance with Laws. Seller shall comply and shall ensure that the Goods and Seller's Subcontractors and suppliers of every tier comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect of any governmental authority. Seller shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, regulations, and orders required to be incorporated in agreements of this type are hereby incorporated by this reference as set forth in full herein.

Seller shall comply with Executive Order No. 11246, Executive Order No. 11701 the Vietnam Era Veteran's Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all orders, rules, and regulations promulgated thereunder (including but not limited to, 41 CFR Part 60-1, 41 CFR Part 60-741), all as the same may have been or may be amended. The "Equal Opportunity" clause of 41 CFR Section 60.1.4 (b), the "Affirmative Action Obligations for Disabled Veterans of the Vietnam Era" clause of 41 CFR Section 60-250.4, and the "Affirmative Action for Handicapped Workers" clause of 41 CFR Section 60-7414 are incorporated herein by this reference. Seller certifies that segregated facilities (within the meaning of 41 CFR Section 60.1.8) are not and will not be maintained or provided for Seller's employees



and that Seller will not permit its employees to perform work at any location under Seller's control where segregated facilities are maintained. Seller shall obtain similar certification from any of its Support as required by 41 CFR Section 60.1.8.

Seller shall comply with all applicable State of Washington laws governing the payment of prevailing wages (RCW 39.12) and (WAC 296-127). Seller shall defend, indemnify and hold harmless the District and its representatives from and against any and all liabilities, fines, penalties, claims, losses, damages or expenses which may be incurred or sustained by the District or any of its representatives by reason of seller's failure to fully comply with applicable State of Washington laws governing the payment of prevailing wages.

Buyer is subject to the disclosure obligations of the Washington State Public Records Act of RCW 42.56. Seller expressly acknowledges and agrees that its Bid and any information Seller submits with its Bid is subject to public disclosure pursuant to the Public Records Act or other applicable law and the Buyer may disclose Seller's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

12. Changes. Buyer may from time to time make changes in the requirements of this Order (including, but not limited to, additions or deletions of any Goods, changes in quantities, drawings and specifications for the Goods, suspensions of performance, change in schedules, and changes in shipment and delivery dates) by giving Seller written notice of such changes. Such change notices will be in writing by a fully authorized representative of the Buyer. If any such change causes an increase or decrease in the cost of or the time required for performance of the Order, an equitable adjustment in the prices and schedule under this Order shall be made to reflect such increase or decrease.
13. Cancellation/Termination. Buyer, without limiting its other rights or remedies, reserves the right to cancel or suspend all, or from time to time any, undelivered or unexecuted portion of this Order if: (a) Seller fails to make any delivery or to perform any work as scheduled; or (b) Seller breaches any of the terms hereof. If Buyer elects to terminate this Order for its sole convenience, Buyer shall reimburse Seller for Seller's expenses (which shall not include lost profits) resulting directly from any such cancellation or suspension made without cause, which amount shall in no event exceed the applicable pro rata portion of the Order price. The foregoing states Buyer's entire liability and Seller's exclusive remedy for any change and/or cancellation or suspension of all or any part of this Order. Any claims by Seller shall be asserted in writing within 30 days after the change, cancellation, or suspension as ordered, and the amount of such claim must be stated in detail in writing within 30 days thereafter.
14. Successors and Assigns. Seller shall not (by contract, operation of law, or otherwise) assign this Order or any right or interest in this Order, or delegate performance of any of its obligations under this Order, or subcontract any portion of this Order, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. No such assignment or delegation with or without Buyer's prior written consent shall relieve Seller of any of its obligations under this Order. All claims for monies due or to become due from the Buyer shall be subject to deduction by the Buyer for any setoff or counterclaim arising out of this or any other Order with the Seller.
15. Non Waiver. The failure of Buyer to insist upon or enforce strict performance by Seller of any of the provisions of this Order, or to exercise any rights or remedies under this Order, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
16. Entire Agreement. This document sets forth the entire agreement and supersedes any and all prior agreements between Buyer and Seller regarding the Goods. No amendment or modification of any provision of this Order (other than any change or termination pursuant to Sections 12 and 13) shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

Buyer shall not be bound by, and hereby specifically object to any term, condition, or other provision which is different from or in addition to the provisions of this Order (whether or not it would materially alter this Order) and which has been proffered by Seller in any quotation, in voice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument. The rights, remedies, and warranties afforded to Buyer pursuant to any provision of this Order are in addition to and do not in any way limit any rights, remedies, or warranties afforded to Buyer by any other provisions of the Order, by any of Seller's Subcontractors or suppliers of any tier, or by law.

17. Applicable Law. Seller shall comply with all applicable federal, state, and local laws and regulations. All written instruments, agreements, bid documents, specifications, and other writing of whatsoever nature which are part of this Order shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of the Buyer and the Seller shall be governed by the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Order shall be in the Superior Court of County of Grant, State of Washington. In the event of litigation to interpret or enforce the provisions of the Order, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief allowed.
18. Contractor Safety Requirements.
  - A. Purpose. The Contractor Safety Requirements shall be required as applicable to the scope of work. Section 18.B applies to all work, whereas, Section 18.C is specific to specialized types of work. To the extent applicable, the Contractor shall ensure that all workers,



Subcontractors, and suppliers comply with these requirements. In fulfilling these requirements, the Contractor shall also comply with material and equipment manufacturer instructions, and safety and health requirements stated in the Technical Specifications and the Order terms and conditions sections where applicable. If there are conflicts between any of the requirements referenced in the Order, the more stringent requirement shall prevail.

B. General

1. Initial/Warning Notice: Any District employee may notify the Contractor of any safety or health concern. The notice may be delivered verbally to any Contractor employee or Subcontractor and the District employee shall notify the District Representative of the Notice. Written notification may be provided to the Contractor at the discretion of the District Representative. The notice shall have the same effect on the Contractor regardless of format or recipient. The Contractor shall take immediate action to mitigate the safety and health concerns identified in the District's notice.
2. Stop Work Order: District employees also have the authority to immediately stop a work activity without issuing the Initial/Warning Notice. The District employee will immediately notify the District Representative of the Stop Work Order. The District Representative may direct the Contractor to stop work due to safety and health concerns. The Stop Work Order may cover all work on the Order or only a portion of the work. After the District issues a Stop Work Order, the Contractor shall meet with District Representatives (as determined by the District Representative) to present a written statement outlining specific changes and/or measures the Contractor will make to work procedures and/or conditions to improve safety and health. A Stop Work Order can be rescinded only with the written approval of the District Representative.
  - a) The Contractor shall not be entitled to any adjustment of the Order price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
  - b) The District's conduct does not alter or waive the Contractor's safety and health obligations.
  - c) Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.
  - d) Non-compliance with safety requirements could lead to termination of the Order in accordance with Section 13.
3. The Contractor shall maintain an accurate record of, and shall immediately report to the District Representative all cases of near miss or recordable injury as defined by OSHA, damage to District or public property, or occupational diseases arising from, or incident to, performance of work under this Order.
  - a) The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.
  - b) In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/Subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, Subcontractor, and their workers shall fully cooperate with the District in this investigation.
  - c) All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.
  - d) For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.
4. The Contractor/Subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the duration of the Contractor's warranty period.
5. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to the work being performed by the District that may impact the Contractor's work.
6. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.



7. Site Specific Safety Plan (SSSP): The Contractor shall prepare, implement, and enforce a SSSP for all work included in this Order. The SSSP shall be delivered to and accepted by the District Representative prior to the start of any on-site work.
  - a) The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Order work shall be identified and mitigated. The Contractor shall provide a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area.
  - b) The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any Subcontractors shall adhere to the Contractor's SSSP.
  - c) Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.

In lieu of the SSSP, the District Representative may, at their discretion, accept an Accident Prevention Program implemented and maintained in accordance with Washington state law (WAC 296-155-110).

8. District Rescue Team and Relation to Contractor Emergencies and Back Shift Operations When District Rescue Team is Not Present: Contractors shall be required to submit an Emergency Plan that covers first response and rescues. This is required to be submitted for approval by the District Representative prior to work starting. Contractors are encouraged to familiarize themselves with District First Responder and Rescue Team capabilities. District Response Teams may not be available during all work hours and typically are not available on off-shifts, weekends, and District holidays. Contractors choosing not to provide their own response personnel must include a process that does not rely on the District in the event District Response Teams are not available.
9. **If, at the District Representative's discretion, the work warrants a full time safety professional on-site at all times and/or it's anticipated there will be more than 50 people working on the job site the following shall apply:**

The Contractor shall have a dedicated safety professional on the job site anytime work is being performed. The dedicated safety professional shall have an associate or bachelor degree in Occupational Health and Safety, an OSHA Training Institute Certification, or educational equivalent. At the District Representative's discretion, five years' experience as a safety professional may be substituted for educational requirements.

10. **The following shall apply anytime crew size is anticipated to be five or more people:**

- a) Contractor shall ensure all crew members, including Subcontractors, performing work are OSHA 10 certified.
- b) The Contractor shall have a designated safety representative on the job site any time work is being performed. The designated safety representative shall have a minimum of OSHA 30 training.

#### C. Specialized Work

1. Requirements for Contractor Representative Attendance at Safety Meetings: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to attend the District monthly safety meeting. The above is a District requirement.
2. Fabricated Lifting Devices: All fabricated lifting devices including materials handling and storage devices, below the hook lifting devices, cranes, derricks and rigging used in the work shall comply with the most current version of the applicable sections of WAC 296-24 Part D, ASME B30.30 Below the Hook Lifting Devices, ASME BTH-1 Design of Below the Hook Lifting Devices Part F and Part L and the District's Fabricating, Repairing, or Modifying Lifting Devices In-House Policy (SA111123B-APP). Where a conflict may exist between the standards, codes and District Policy, the stricter interpretation of the rules shall apply. At a minimum, lifting devices shall be designed with a factor of safety of 5 to the ultimate material strength. Devices shall be load tested to 200 percent of the rated working load. Devices carrying personnel shall be designed and the design shall be checked by licensed professional engineers. All custom designs shall be approved and load test witnessed and approved by the District Representative before they are permitted for use on District facilities. The above is the most stringent of WAC, ASME and District requirements.
3. Crane Operator Certification Requirements – NCCCO: Contractor personnel who operate the District's cranes shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. This includes but is not limited to overhead cranes, mobile cranes and boom trucks. Contractor shall be required to present current certification cards for approval by the District Representative prior to equipment operation. The above is a District requirement.
4. Crane Inspections: Contractor personnel who perform crane inspections shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. Inspectors shall be required to present a current certification card for approval by the District Representative prior to performing duties. The above is a District requirement.

5. Rigging Inspections: Contractor personnel who perform rigging inspections or other lifting and handling of large components shall be certified under the National Commission for the Certification of Crane Operators (NCCCO) program. Riggers shall be required to present a current certification card for approval by the District Representative prior to performing duties. At the District Representative's discretion, a Millwright's card may be substituted for NCCCO certification after review and approval of the Millwright's rigging certification program. The above is a District requirement.
6. Cord Covers to High Traffic Areas: Contractors shall be required to protect all electrical cords, air lines, hydraulic hoses, water hoses, and other cords, hose, cables, and pipes to prevent them from being driven over or creating tripping or other hazards including at a minimum but not limited to utilizing cord covers in high traffic areas and installing temporary barriers when necessary to prevent foot or vehicle traffic. The above is a District requirement.
7. Energized Vault Work: All work that takes place regarding underground electrical installations shall comply with the most current version of WAC 296-45 which includes all types of electrical vaults and manholes. When this work involves installing, removing, terminating or switching, personnel must do so without entering the energized vault. To further clarify, all live line tools placed in the energized vault must be properly tested and comply with the requirements set forth in the most current version of WAC 296-45. The above is a Code requirement.
8. Scaffold Design, Erection and Inspection: All scaffold work shall comply with the most recent version of WAC 296-874. The Contractor shall ensure all scaffolds are designed by a qualified person and constructed according to that design. Only qualified personnel shall erect, move, dismantle and/or alter scaffolds. Qualified erectors shall be supervised by a competent person. Scaffold inspections shall be performed by a competent person before each work shift and after anything occurs that could affect the scaffold's structural integrity. The above is a Code requirement.
9. Involvement in Job Briefs by Others/Involvement of Others in Contractor's Job Briefs: When work completed by the Contractor will or may affect work being completed by other contractors or by District staff, the Contractor shall ask for a representative from the other contractor or District staff to participate in the Contractor's daily job brief for the purpose of informing the other party of safety hazards that may be encountered as a result of the affected work. Job brief discussion shall include hazards that the other contractor or District staff may encounter as part of the Contractor's work, mitigation measures, clearance points and boundaries, effects that equipment taken out of service or put back into service could have on other parties, Personal Protective Equipment (PPE) requirements and contingency plans. The above is a District requirement.
10. Temporary Traffic Control: When work activities occur within or adjacent to District access roads, the Contractor shall follow the guidelines for Temporary Traffic Control Planning as specified in the current Manual on Uniform Traffic Control Devices. The plan shall be reviewed and approved by the District Representative prior to implementation. The above is a Code requirement.
11. Contractor Hazardous Materials Communication: Due to the age of the District facilities there are known materials used in construction that are now classified as hazardous materials such as lead and asbestos. The District Representative shall provide the Contractor with a list of the known hazards in the work area. This list is not comprehensive. The Contractor shall be aware of possible hazards. If the Contractor identifies a possible hazardous material such as lead, asbestos, SF-6 residue and/or hexavalent chromium, all work in that area must stop until the material is tested and identified. The Contractor shall notify the District Representative immediately upon identification of possible hazardous material.

If the material is identified as non-hazardous, work may resume once the materials status has been communicated to the District Representative and Contractor's employees.

If the material is a hazardous substance, proper protocols compliant with regulation must be followed. The above is a Code requirement.

12. Caution and Danger Barriers:
  - a) Caution Tape or Rope - Yellow will be used to demarcate areas with low safety hazards. Contractor employees may enter the barricade area only after identifying the hazard enclosed by the Caution barrier tape/rope.
  - b) Danger Tape or Rope - Red will be used to demarcate areas of imminent danger. An employee may not enter the area barricaded with Danger barrier tape/rope without consent of the barricade attendant or tape tag holder.

Contractors that will be introducing hazards as part of their work must barricade the hazardous area to prevent employees from entering the area in accordance with District Policy SA121200-POL. The above is a Code requirement.

13. Confined Spaces: Contractor shall comply with District Policy SA111103-POL. The purpose of a Permit-Required Confined Space Program is to ensure safe practices are utilized prior to and during all construction work activities in confined spaces at District work locations. The District's program is designed to prevent personal injuries, illness, and fatalities in confined spaces. As an employer,



the District has developed and implemented this document to meet the written program requirements specified in OSHA regulation 29 CFR 1926 subpart AA and WAC 296-809, the Confined Spaces in Construction Standard. The above is a Code requirement.

14. Qualified Electrical Worker: For purposes of complying with Washington State law and the District's Electrical Safety Program, a Qualified Electrical Worker is defined according to the definition in WAC 296-45. The above is a Code requirement.
15. Authorized Employee: For purposes of complying with Washington State law and the District's Electrical Safety Program, an Authorized Employee is defined according to the definition in WAC 296-45. The above is a Code requirement.
16. Power Delivery Clearance and Lock Out/Tag Out: Contractor employees shall successfully complete the Power Delivery switching and clearance training program prior to being deemed qualified by the District to lock out or tag out machines or equipment. Contractor employees trained and certified as qualified shall be authorized to switch devices and install safety tags for which they are qualified, under the direction of the District's dispatcher, as needed. Contractor employees shall follow the same rules for switching and clearances that apply to District employees as outlined in the District's Switching, Tagging and Clearance Procedures.

If a Contractor employee requests a clearance from the District dispatcher for work to be performed on the District's electric system and the employee is deemed qualified, then the clearance may be issued directly to the requester in accordance with the same rules governing District employees. If the requesting Contractor employee is not deemed qualified, then the clearance shall be issued to a District employee who shall act as the clearance holder and oversee all work performed. The above is a combination of Code and District requirements.

17. Safety Procedures for Transformer Oil Fill

a) General

- 1) The Contractor shall be aware of the hazards when working in close proximity to electrical circuits and accordingly shall take all necessary precautions to prevent injury and loss of life of employees and damage to equipment and property. All hazardous areas and/or operations existing or created by the Contractor must be taken into account and the Contractor shall take whatever precautionary measures are required and assume all risks from damage claims that arise, due to Contractor's operations.
- 2) The Contractor shall take extra precautions to prevent nail puncture accidents by removing nails from scrap lumber, etc., at the worksite.
- 3) The Contractor is advised that the transformers may be infested with insects. If the Contractor wishes to eliminate these insects, the method used must be approved by the District beforehand. Under no circumstances will the Contractor use a pesticide that is not approved by the District.
- 4) Neither the Contractor's or District's crews shall be allowed to work on top of a transformer while it is under full vacuum. Partial access to the transformer may be required during vacuum leak testing, and tending to the Refrigerated Vapor Trap (RVT), but extreme caution shall be exercised by all personnel.
- 5) During times when the RVT is in use, the Contractor shall ensure that adequate safety precautions are followed, including at least two (2) personnel on-site. Specifically, during RVT operations, fumes from the cryogenic agents may create a hazardous environment which the Contractor shall monitor and control.
- 6) If entry inside a transformer is necessary for any reason, the Contractor shall follow Permit-Required confined space entry procedures, as defined by Washington Administrative Code 296-809. The Contractor shall provide all personnel and equipment necessary to comply with the procedures and shall coordinate this work with the District Representative.
- 7) All employees of the Contractor, Subcontractor or sub-supplier must strictly adhere to the District's "No Smoking" restrictions where imposed. Additionally, no smoking shall be allowed within a 50 foot radius of the transformers and the temporary oil storage tank, during oil processing, before, during, or after the mobilizing and demobilizing phases.

b) Electrical

Due to the District's concern for safety, the transformers shall be electrically grounded during all work performed by the District and the Contractor.

c) Fire

- 1) The Contractor shall exercise all reasonable caution to prevent fires. Flammable rubbish, especially accumulations of paper, excelsior, and oil-soaked materials, shall be removed from the premises and disposed of as soon as possible. Gasoline, alcohol, oil, solvents, and other flammable substances shall be kept in approved safety containers. All protective covers, drop cloths, and tarpaulins are to be flameproof.





- 2) The Contractor shall supply and keep adequate fire extinguishing equipment on hand at all times, and in close proximity to the equipment being worked on.
- d) Personal Protective Equipment
- 1) Contractor shall have on hand and supply its workers, Subcontractors and sub-suppliers with proper protective clothing as required by OSHA, WISHA, and/or other regulatory agencies. This protective clothing shall be worn at all times when working around the oil processing equipment and when work inside of the transformer is required.
  - 2) Contractor shall have on hand and supply its workers, Subcontractors and sub-suppliers with ear plugs. Ear plugs shall be worn at all times when working around the oil processing equipment and District marked/designated areas requiring ear protection.
  - 3) The Contractor shall provide a correctly calibrated oxygen level meter for use during confined space entry work inside of the transformer. The Contractor shall be responsible for providing and using a correctly calibrated oxygen level meter during RVT operations.
  - 4) The Contractor shall take adequate precautions to prevent injury and loss of life from falling, while working on top of the transformers. The Contractor is advised that wind conditions can change suddenly and that severe gusts up to 50 mph or more may be encountered when working outdoors. Full-body harnesses and lanyards, in accordance with OSHA regulations, are required when working on top of the transformer.

e) Emergencies

If an emergency situation is created or observed by the Contractor, the District's Dispatch Center should be contacted immediately. To contact the Dispatch Center from:

- 1) A District telephone, dial ext. 2237 or 2238.
- 2) An outside telephone line, dial 1-800-216-5226.

The Dispatch Center is manned 24 hours per day.

f) Security

The District's check-in/check-out procedure must be followed by the Contractor's employees and Subcontractor(s) whenever they are at the worksite. This procedure will be explained to the Contractor at the pre-work conference.

**The remaining sections are applicable to work at Grant PUD's hydroelectric facilities:**

18. Use of Smoke Eaters When Welding in the Plant: Contractors performing welding activities in the hydroelectric facilities shall provide containment, mechanical ventilation, local exhaust systems and filtration as necessary to prevent visible accumulation of welding fumes and smoke. The above is a District requirement.
19. Flash Protection during Welding Activities: Contractor shall provide screens in any areas where welding activities occur to protect others from the welding glare. The screens shall be positioned approximately two feet above the floor, without restricting ventilation. The screens shall be painted with paint that absorbs ultraviolet radiation. The above is a District requirement.
20. Excavation near Toe of Dam: For excavations near the toe of the dam (embankments and concrete structures), the Contractor shall submit the information required in the Technical Specifications and shown on the drawings in accordance with submittal requirements and schedule outlined in the Technical Specifications.

Where required by the drawings and/or Technical Specifications, the Contractor shall prepare and submit a Temporary Construction Emergency Action Plan (TCEAP) for review and approval by the District in accordance with the outline and schedule provided in the Technical Specifications. The TCEAP will also be subject to approval by the Federal Energy Regulatory Commission (FERC). The above is a District requirement.

21. Cofferdam: For cofferdams used to dewater work areas, the Contractor shall submit the information required in the Technical Specifications and shown on the drawings in accordance with the submittal requirements outlined in the Technical Specifications.

Where required by the drawings and/or Technical Specifications, the Contractor shall prepare and submit a Temporary Construction Emergency Action Plan (TCEAP) for review and approval by the District in accordance with the outline and schedule provided in the Technical Specifications. The TCEAP will also be subject to approval by the Federal Energy Regulatory Commission (FERC). The above is a District requirement.

22. Forebay/Tailrace – Boat Use: Prior to performing any work on the water within the Priest Rapids Project, the Contractor will notify the appropriate Control Room (Wanapum 509-754-5007 or Priest Rapids 509-754-5006) whichever is closer. The check in procedure shall include the caller’s name, company, number of people on the boat, and location of the work. Once the work is complete and the Contractor is ready to leave the reservoir, he/she must again notify the appropriate Control Room and check out. The above is a District requirement.
23. Barge/Vessel Stability and Anchorage: The Contractor shall provide to the District Representative a detailed barge and vessel plan for accomplishing in-water work 10 days prior to beginning in-water work. This plan shall address the following information at a minimum:
  - a) Details on the anchoring, temporary mooring, assembly and disassembly of the barge/vessels to be used.
  - b) Details regarding the planned use of cranes or other equipment on the barges/vessels and the methods for placing this equipment on the barges/vessels.
  - c) Barge/vessel safety and emergency plans.
  - d) Detailed calculations prepared and sealed by a Professional Naval Architect for any significant water-based work activities which include, as applicable, barge/vessel mooring and anchoring systems, removal or demolition of underwater features, installation of temporary or permanent underwater materials and installation and removal of formwork or falsework. The above is a District requirement.
24. Working Over Or Adjacent To Water: All work that takes place over or adjacent to water, regardless of type, shall comply with the most recent version of WAC 296-155-235. This includes the lifesaving skiff requirement. To further clarify, the lifesaving skiff requirement shall be in effect regardless of any and all implemented fall protection systems. Additionally, this lifesaving skiff shall not be used for any other activities. The above is a Code requirement.
25. Personnel Lifting Over Water: When the work involves lifting personnel over water, special attention should be given to the requirements within the most recent version of WAC section 296-155-55300 which discusses fall protection requirements, personnel flotation device requirements, and the rescue skiff requirement. The above is a District requirement.
26. Priest Rapids Dam Deck Restrictions and Access:
  - a) All Contractors working on the Priest Rapids powerhouse intake deck and/or the spillway bridge shall comply with Washington State Department of Transportation (WSDOT) publication “Work Zone Traffic Control Guidelines for Maintenance Operations” M 54-44. Personal protective wear shall comply with WSDOT publication “Safety Procedures and Guidelines Manual” M 75-01.
  - b) The Contractor may use the powerhouse intake and spillway bridge decks for access to the right (west) side of the dam upon coordination with the District and other contractors that may be working in the area. The Contractor will not be allowed to use either deck for staging or setup of equipment and cranes unless otherwise specifically arranged with the District.
  - c) Powerhouse intake deck, if used for staging and setup subject to Section CS-3.AA.2 above, shall be cleared for emergency gantry crane access within 15 minutes of notification.
  - d) Transformer deck may be used for setup and access to the work site. Only materials to be used during any one day may be stored on the transformer deck. No electrical outages of overhead lines will be given in that area and Contractor must comply with all electrical safety codes, including grounding all cranes parked on the transformer deck. The Contractor shall submit a request for a Hot Line Hold when work is required near energized high-voltage overhead lines and there is the possibility of accidental contact or violation of the applicable Minimum Approach Distance. The Contractor shall submit a request for a Hot Line Hold a minimum of three days before the start of the work Conductor voltage above the deck is 230,000 volts. Only hydraulic “squirt” boom cranes may be used in that area. Contractor shall clear materials and equipment as necessary to provide bulkhead crane access to the end of the deck within 12 hours of notification.
  - e) At the Contractor’s option, it may retain the services of a professional structural engineer registered in the state of Washington, to determine the actual as-built load capacity of the decks and spillway bridge for the purpose of setting a crane on the decks and hoisting loads with the same in-lieu of complying with the original design loads specified above. A minimum impact factor of 20% shall be used. The maximum concrete tensile stress shall be less than the cracking stress.

Should the Contractor choose to determine the actual load capacity of the existing structure, the engineer’s calculations, with his/her registration stamp and signature thereon, shall be submitted to the District for review and approval. The loads and resulting stresses shall be provided for each proposed crane setup. The Contractor shall take all responsibility and assume all liability for damage to the deck resulting from loads applied in excess of the original design loads specified above. The Contractor shall ensure these loadings are not exceeded.

- f) The Contractor has the option of decking over wheel gate slots, bulkhead slots, and draft tube slots during construction at the Contractor's expense.

In the event of an emergency, the intake wheel gate slots shall be fully accessible within 15 minutes of notification by the plant operator. The Contractor shall provide a contact list of staff to the Priest Rapids control room of personnel who will respond in the event of an emergency. The Contractor shall maintain enough staff onsite 24 hours a day, 7 days a week to remove all necessary equipment and decking if the wheel gate slots are blocked and the intake bulkheads are not installed.

The Contractor shall coordinate with the District Representative to provide access to the intake gate slots and draft tube gate slots.

- g) Contractor shall not be entitled to any claims for delays or damages due to any of the deck blockage restrictions specified in the Technical Specifications.

The above is a combination of Code and District requirements.

27. Wanapum Dam Deck Restrictions and Access:

- a) All contractors working on the Wanapum powerhouse intake deck and/or the spillway bridge shall comply with Washington State Department of Transportation (WSDOT) publication "Work Zone Traffic Control Guidelines for Maintenance Operations" M 54-44. Personal protective wear shall comply with WSDOT publication "Safety Procedures and Guidelines Manual" M 75-01.
- b) The Contractor may use the powerhouse intake and spillway bridge decks for access to the right (west) side of the dam upon coordination with the District and other contractors that may be working in the area. The Contractor will not be allowed to use either deck for staging or setup of equipment and cranes unless otherwise specifically arranged with the District.
- c) Powerhouse intake deck, if used for staging and setup subject to Section CS-3.BB.2 above, shall be cleared for emergency gantry crane access within 15 minutes of notification.
- d) Transformer deck may be used for setup and access to the work site. Only materials to be used during any one day may be stored on the transformer deck. No electrical outages of overhead lines will be given in that area and Contractor must comply with all electrical safety codes, including grounding all cranes parked on the transformer deck. The Contractor shall submit a request for a Hot Line Hold when work is required near energized high-voltage overhead lines and there is the possibility of accidental contact or violation of the applicable Minimum Approach Distance. The Contractor shall submit a request for a Hot Line Hold a minimum of three days before the start of the work. Conductor voltage above the deck is 230,000 volts. Only hydraulic "squirt" boom cranes may be used in that area. Contractor shall clear materials and equipment as necessary to provide bulkhead crane access to the end of the deck within 12 hours of notification.
- e) At the Contractor's option, it may retain the services of a professional structural engineer registered in the state of Washington, to determine the actual as-built load capacity of the decks and spillway bridge for the purpose of setting a crane on the decks and hoisting loads with the same in-lieu of complying with the original design loads specified above. A minimum impact factor of 20% shall be used. The maximum concrete tensile stress shall be less than the cracking stress.
- f) The Contractor has the option of decking over wheel gate slots, bulkhead slots, and draft tube slots during construction at the Contractor's expense.

In the event of an emergency, the intake wheel gate slots shall be fully accessible within 15 minutes of notification by the plant operator. The Contractor shall provide a contact list of staff to the Wanapum control room of personnel who will respond in the event of an emergency. The Contractor shall maintain enough staff onsite 24 hours a day, 7 days a week to remove all necessary equipment and decking if the wheel gate slots are blocked and the intake bulkheads are not installed.

The above is a combination of Code and District requirements.

- 28. Equipment Grounding Under Power Plant Overhead Power Lines: When working under energized lines with cranes, man lifts or other telescoping equipment, the equipment must be properly grounded. This includes concrete pump trucks and associated concrete trucks while discharging concrete underneath energized transmission lines. All vehicles being refueled must also be properly grounded while fuel transfer is in progress under energized lines. The above is a combination of Code and District requirements.

- 29. Power Plant Personal Protective Equipment: A hard hat, eye protection, and high visibility clothing are required for all personnel in the power plants, with exceptions noted below. Hearing protection is required in the power plant erection bays and in areas designated and marked through signage as hearing protection required areas.

PPE listed above is not required in administrative areas, rest rooms and break areas unless hazards are present due to construction work or other activity. In these cases, the crew foreman or supervisor will determine and post the level of PPE required in the work area. The above is a District requirement.

- 30. Power Production Clearance and Lock Out/Tag Out: All employees and contractors are required to follow the "Hydro Switching and Clearance Tag Out System" policy. No work will be performed on or around any hazardous energy source without a clearance or



Lock Out/Tag Out, dependent on the location of the work. All affected personnel must receive clearance training. Failure to comply with the Hydro Switching and Clearance Tag Out System will result in removal from the project. The above is a combination of Code and District requirements.

31. Tying in Equipment to 600 V Plant Electrical System:

- a) Apprentices or Trainee Contractors will not be allowed to plug into the District's 600 V wall receptacles.
- b) Operations shall be notified when plugging in or unplugging 600 V wall receptacles.
- c) All personnel will be required by the District to wear 8 Cal/cm<sup>2</sup> AR long sleeve shirts, long pants, safety glasses and clean leather gloves while plugging into 600 V receptacles.

(As recommended by NFPA 70E).

Note: The preferred method is to de-energize the circuit before disconnecting and connecting, even though the receptacles and plugs may be rated for load breaking.

- d) WAC 296-45 requirements for training of Qualified Electrical Workers
  - 1) The District will require all the electrical Contract employees who will be plugging in the 600 Volt plugs to be trained accordance with WAC 296-45.
  - 2) The Contractor will be required to maintain the training records and submit to the District employee qualifications as requested, including:
    - Electrical license (01 License)
    - ResumeThe above is a combination of Code and District requirements.
  - Training records

32. Drilling, Cutting, Excavating Above Cables/Conduits

When penetrating work (drilling, cutting, excavating) will be greater than 1.5 inches into surfaces which may conceal electrical conduits or cables, the contractor will follow District Electrical Safety Program requirements, which is available on the Grant PUD Contractor Training website: <http://www.grantpud.org/your-pud/contracting-opportunities>. The above is a combination of Code and District requirements.

33. Arc Flash Protection Requirements for Power Plants and Wanapum Maintenance Center:

Electrical work performed in District power plants and the Wanapum maintenance center must comply with the District Power Production Electrical Safety Program, which is available on the Grant PUD Contractor Training website: <http://www.grantpud.org/your-pud/contracting-opportunities>. Specifically, these requirements must be followed:

- a) A risk assessment must be performed before any work is performed within the Limited Approach Boundary (LAB) or Arc Flash Boundary (AFB) of energized equipment with any power equal to or greater than 50 volts.
- b) If the risk assessment in item 1) above requires an energized electrical work permit, the contractor shall complete the permit and submit to the plant manager for approval prior to performing work.
- c) The minimum arc rated clothing shall be worn and working distances observed according to incident energy information listed on the equipment label.
- d) Contractor personnel shall wear a minimum of 8 Cal/cm<sup>2</sup> anytime that work is being performed within the Limited Approach Boundary (LAB) or Arc Flash Boundary (AFB) of energized equipment.
- e) Unqualified persons shall not cross any Approach Boundary or taped off work area at any time unless escorted by a Qualified Electrical Worker and shall only do so with adequate PPE. Qualified Electrical Workers without the adequate PPE shall not cross any Approach Boundary or taped off work area at any time.

For District power production facilities other than power plants and the Wanapum maintenance center, the District power production electrical safety program does not apply and WAC 296-45 arc flash protection measures must be followed. The above is a combination of Code and District requirements.

19. Dust and Spray Control



The Contractor shall provide control measures to prevent dust and spray from contaminating or leaving the site. All control measures shall be satisfactory to the District.

#### 20. Security and Safety Awareness Training

Prior to receiving access to any District facilities, all Contractors, Contractor's employees, Subcontractors and Subcontractor's employees, material suppliers and material supplier's employees, or any person who will be engaged in the work under this Order that requires access to District facilities, shall be required to take and pass the District's Security and Safety Awareness training before being issued a security access badge to access District facilities. Under no circumstances will the failure of any Contractor or Subcontractor employee to pass the required training, be grounds for any claim for delay or additional compensation.

The Security and Safety Awareness training manual is available on-line, or hard copy, and includes step by step instructions for all formats to complete the training. The Security and Safety Awareness training manual shall be issued to the Contractor at the pre-work conference (if any). If a pre-work conference is not held for any reason, the District shall provide the Security and Safety Awareness training manual to the Contractor at such time when a Notice to Proceed is issued by the District. Contractor shall ensure that its employees, Subcontractor's and Subcontractor's employees have completed, passed and printed the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted to the District Representative before any security access badges will be issued.

#### 21. Physical Security

It shall be the responsibility of the Contractor to ensure that its employees and those of its Subcontractors are informed of and abide by the District's Contractor Security Plan Information as if fully set out herein a copy of which shall be provided to the Contractor at the preconstruction meeting or prior to beginning work. Without limiting the foregoing, Contractor and its employees shall be required to:

- A. Keep all external gates and doors locked at all times and interior doors as directed.
- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Contractor shall contact the District Representative.
- E. Immediately notify the District if any of Contractor's employees no longer need access or have left the Contractor's employment.
- F. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed the Contractor in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the plant facilities. The Contractor is strictly prohibited from making copies of keys.
- G. Not permit 'Tagging on' through any controlled access point (i.e. person(s), authorized or unauthorized, following an authorized person through an entry point without individual use of their issued ID badge or key).

The Contractor and any Subcontractors shall comply with the safety requirements of this Order and all District policies pertaining to COVID-19 located at <https://www.grantpud.org/for-contractors>.

#### 22. Acceptance and Final Payment

When the Contractor has completed all work in accordance with the terms of the Order, the Contractor shall properly execute and submit final invoice to Accounts Payable at [accountspayable@gcpud.org](mailto:accountspayable@gcpud.org). Once final invoice has been processed, the District's Procurement Department will issue the Certificate of Completion and Release to be executed by the Contractor and returned to the Procurement Officer. The Certificate of Completion and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated, if any.

The Certificate of Completion and Release shall warrant that the Contractor has fully completed its work included in the Order and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from this Order. If any dispute exists between the Contractor and any person, firm or corporation to which the Contractor might be obligated in connection with this Order, the Contractor shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Contractor may have against the District relative to this Order. The Order work shall not be complete until after the Contractor has returned to the Procurement Officer a properly completed Certificate of Completion and Release.





Upon receipt of Certificate of Completion and Release by the Procurement Officer, the District Representative provides a recommendation relative to Final Acceptance. The District shall, within a reasonable time, take action on Final Acceptance. Such action shall be subject to legal rights of the District, required warranties, and correction of faulty work discovered after final payment. The District shall have the right to retain from any payment then due the Contractor, so long as any bills or claims remain unsettled and outstanding, a sum sufficient, in the opinion of the District, to provide for the payment of the same. It is also understood and agreed that, in the case of any breach or damage by the Contractor of the provisions hereof, the District may retain from any payment or payments a sufficient sum in the opinion of the District which may become due under any obligation of the District.

Sixty days after Final Acceptance, retainage may be released to the Contractor; provided, however, that there are no claims filed of materialmen or laborers and that the District has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, Employment Security Department release, the approved Washington State Department of Labor and Industries Certificate of Release of the State's Lien on Public Works Contracts form and the approved affidavit showing payment of prevailing wages for the Contractor and any Subcontractors. If any liens remain unsatisfied from the retainage, the Contractor shall refund to the District such amounts as the District may have been compelled to pay in discharging such liens including all costs and reasonable legal fees.