

## Contract for Terrestrial Mowing Application Services

This Contract, dated this \_\_\_\_ day of \_\_\_\_\_ 2024, between the SOUTH COLUMBIA BASIN IRRIGATION DISTRICT (District) and \_\_\_\_\_ (Contractor), is for the mowing of certain Bureau of Reclamation right of ways which are operated and maintained by the District.

1. Scope. Provide a single mowing pass over the areas identified in this Contract. Mowing must begin in mid-August 2024.
  
2. Location.
  - a. The area of work is located within northern Franklin County, Washington.
    - i. Irrigation Block 18/EL85 Delivery System.
    - ii. Total mowed area will consist of roughly 40 miles of canal right of way. (Approximately 100 acres).
  - b. Due to variability in vegetation growth, mowing may be targeted to the location of the highest need first at the discretion of the District representative.
  - c. Typically, canals will have maintenance roads on both embankments. Where both roads are adequate for safe travel, each side will be mowed.
  
3. Contractor Performance. The Contractor shall:
  - a. Start (August 15<sup>th</sup> 2024)
  - b. Complete all mowing within 30 calendar days of beginning.
  - c. Provide all equipment, fuel, and materials necessary to complete the required mowing as outlined in this Contract.
  - d. Must Have a water truck on sight and adequate means of fire suppression on each operating piece of equipment at all times. Contractor shall immediately notify the fire department and District in the event of an uncontrolled fire.
  - e. Ensure that all equipment has at least two routes of emergency egress, one on each side of the cab. Equipment rollovers in to canal waters are possible and shall be considered when planning for emergency exits.
  - f. Adhere to all state, federal, and local laws governing the operation of vehicles and equipment used to perform work in association with this Contract.
  - g. Notify the District of any and all damages and/or accidents occurring as a result of or during the performance of work under this Contract.
  - h. Be solely responsible for all costs and repairs associated with damage to District and/or landowner facilities as a result of work performed under this Contract.

4. Mowing Parameters. The Contractor shall:
  - a. Where accessible, mow both sides of the canal from the water line inside of the canal prism to the outside edge of the right of way within the areas directed under this Contract. Right of way widths vary from 10 feet to 30 feet.
  - b. Notify the District representative of any areas he/she deems as inaccessible for review and concurrence.
  - c. Be Aware of turnouts, headgates, railings, pipes, irrigation risers, manholes etc. located along the canal bank and within the mowing area.
  - d. Keep mowing height to no lower than 4 inches to avoid fire strikes and scalping of desired vegetation and no more than 8 inches high.
  - e. Maintain a safe and reasonable speed of operation. Travel speed shall ensure that all areas mowed are completely and evenly cut to the heights specified.
  - f. Coordinate daily mowing locations with the District representative.
  
5. Materials Provided. The district will provide the following:
  - a. A KMZ file and PDF map of the areas to be mowed.
  - b. A sketch outlining the typical canal/right of way cross section to be mowed.
  - c. Initial site tour and directions.
  - d. Contact Info Terrestrial Program Manager, Casey Hill (509-845-3445)
  - e. Field office address (1971 Newport Drive Mesa, WA 99343)
  
6. Contractor to be Licensed and Bonded. The Contractor shall be duly licensed, registered and bonded by the State of Washington at all times this Contract is in effect.
  
7. Applicable Laws and Standards. The Parties, in performance of the Contract, agree to comply with all applicable federal, state, and local laws, codes and regulations.
  
8. Safety. The Contractor and its subcontractors shall take all safety precautions and furnish and employ all measures necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of work.
  
9. Compensation. In consideration of the Contractor performing the work, the District agrees to pay the Contractor the sum of \$ \_\_\_\_\_ plus Washington State sales tax of \$ \_\_\_\_\_ , for a total of \$ \_\_\_\_\_ , based on the bid submitted by the Contractor and attached hereto as Exhibit A.
  
10. Payment. Payment to the Contractor will be made on the measurement of work actually performed by the Contractor as specified in the Contract. The Contractor may elect to be paid in monthly installments, upon presentation of an application for payment in a form satisfactory to the District. Pursuant to Chapter 60.28 RCW, five percent (5%) of the

compensation due the Contractor shall be retained by the District. The District reserves the right to withhold payment under this Contract for that portion of the work (if any) which is determined in the reasonable judgment of the District to be noncompliant with this Contract, state standards, or federal standards.

11. Prevailing Wages on Public Works. The Contractor, any subcontractor, or other person doing work under this Contract, shall comply with the requirements of Chapter 39.12 RCW, and shall pay each employee an amount not less than the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (“L&I”). If employing labor in a class not shown, the Contractor shall request a determination of the correct wage rate for the class and locality from the Industrial Statistician. The Contractor shall provide a copy of any such determinations to the District.

Before commencing, during, and upon completion of the work, the Contractor shall file all forms and pay all fees required by L&I and shall indemnify and hold the District harmless from any claims related to its failure to comply with Chapter 39.12 RCW.

The following information is provided pursuant to RCW 39.12.030:

- a. State of Washington prevailing wage rates applicable to this public works project, published by L&I, are located at the L&I website address:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- b. This project is located in Grant and Franklin Counties.
- c. The effective prevailing wage date is the same date as the quote due date as referenced in the original request for quotes and as may be revised by addenda.

A copy of the applicable prevailing wage rates is also available for viewing at the District business office located at 1135 E. Hillsboro, Suite A, Pasco, WA 99301. Upon request the District will mail a hard copy of the applicable prevailing wages to the Contractor.

12. Records. The District or State Auditor or any of their representatives shall have full access to, and the right to examine during normal business hours, all of the Contractor’s records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Contract for a period of three years from the date final payment is made hereunder.
13. Relationship of the Parties. It is understood and agreed that the Contractor shall be an independent contractor and not the agent or employee of the District, that the District is only interested in the results to be achieved. Subject to those requirements as provided for in this Contract, the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Contractor. Any and all

employees who provide services to the District under this Contract shall be deemed employees solely of the Contractor. The Contractor shall be solely responsible for the conduct and actions of all its employees under this Contract and any liability that may attach thereto.

14. Insurance. The Contractor shall not commence work until it has obtained and exhibited to the District duplicate policies or certificates evidencing all the insurance required hereinafter, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all such insurance has been obtained by the subcontractor and exhibited to the District by delivery of duplicate policies or certificates evidencing all the insurance required hereinafter. All such insurance shall include the District and its directors, officers, employees, agents, and sub-consultants as additional insureds and shall be fully maintained throughout the term of this Contract.
  - a. The Contractor shall obtain and keep in force throughout the term of the Contract, commercial general liability, worker's compensation, environmental impairment liability, and automobile liability insurance with companies admitted by the State Insurance Commissioner pursuant to Title 48 RCW or a licensed surplus lines carrier. Companies shall be rated A-VII or higher in Best's Guide.
  - b. Prior to the commencement of work, the Contractor shall file with the District a Certificate of Insurance for a primary policy of commercial liability insurance, environmental impairment liability, auto liability insurance, and umbrella liability meeting the requirements set forth herein. This Certificate of Insurance shall be subject to approval by the District as to company, terms, and coverage. Failure of the Contractor to fully comply with the requirements set forth regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract at the option of the District.
  - c. The insurance shall specifically name the District and its directors, officers, employees, agents, and sub-consultants as additional insureds hereunder. A copy of the additional insured endorsement shall be included with the certificate. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Contract. The District shall be given thirty (30) calendar days' prior written notice by certified mail of any cancellation, reduction, or modification of the insurance.
  - d. The insurance shall provide the minimum coverages and limits set forth below:
  - e. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or equivalent, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG

25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. Commercial General Liability insurance, in combination with Umbrella Liability or Excess Liability coverage, shall be written with limits not less than as follows:

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|---|-------------|
| i. Each Occurrence  | \$2,000,000 |
| ii. General Aggregate Limits (other than products-completed operations) | \$2,000,000 |
| iii. Products-Completed Operations Limit                                | \$2,000,000 |
| iv. Personal and Advertising Injury Limit                               | \$1,000,000 |
| v. Fire Damage Limit (any one fire)                                     | \$50,000    |
| vi. Medical Expense Limit (any one person)                              | \$50,000    |

- f. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO form CA 00 01, or equivalent. Automobile Liability insurance shall be written with limits no less than \$2,000,000 per occurrence combined single limit, Bodily Injury and Property Damage with \$10,000 maximum deductible.
- g. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- h. Providing of coverages in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits. Additional insurance requirements or conditions may be added to the order by addendum, and the District, at its discretion, may require the Contractor to provide evidence of such insurance.

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

The Contractor's obligation to indemnify, hold harmless, and defend includes any claim by the Contractor's officers, agents, employees, representatives, or invitees, or any claim by any subcontractor, its officers, agents, employees, or invitees. The Contractor's obligation to indemnify, hold harmless, and defend shall be binding on the Contractor regardless of fault, breach of contract, or negligence of the District and its directors, officers, employees, agents, and sub-consultants except liability for claims that have been adjudicated to have been caused by or resulting from the sole negligence of the District and

its directors, officers, employees, agents, and sub-consultants, in which event such indemnity, hold harmless, and defense provisions will be enforceable only to the extent of the negligence of the Contractor, its officers, agents, employees, sub-contractors, or invitees.

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

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

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

These indemnification provisions are independent of, and shall not in any way be limited by, the insurance requirements of this Contract. District approval of the insurance coverage required by this Contract does not in any way relieve the Contractor from liability under this section.

16. Notices. Notice shall be given in writing as follows:

TO THE DISTRICT:

John O'Callaghan, Secretary/Manager  
1135 E. Hillsboro, Suite A  
Pasco, WA 99301-1006

TO THE CONTRACTOR:

17. Disputes. All disputes arising under or related to this Contract that cannot be resolved through informal discussion and negotiations shall be resolved by litigation filed in the Superior Court of the State of Washington for Franklin County, unless otherwise required by applicable federal or state law.

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

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

20. Amendment. This Contract may not be changed, modified, or altered except in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have signed this Contract the date first above written.

SOUTH COLUMBIA BASIN  
IRRIGATION DISTRICT

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President Maury Balcom

(SEAL)

ATTEST:

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John O'Callaghan, Secretary/Manager

(CONTRACTOR)

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(TITLE)