**Project Name:** **Prosser Apple Orchard Tree Removal Project**

**Project Address: 2140 Wine Country Rd., Prosser (Walter Clore)**

**Project Estimated Cost:** $25,000

**Bid Due Date: 11/09/2026 (11:00 AM)**

**Bids Submitted to:**
Port of Benton
procurement
3250 Port of Benton Blvd. (N entrance)
Richland, WA 99354

**Bids Submitted by email:** procurement@portofbenton.com

All communication between the Contractor and the Port must be directed to procurement@portofbenton.com

The proposal is to be sent electronically or dropped off at 3250 Port of Benton Blvd., Richland WA.

| | |
|---|---|
| Issue Request for Proposals | 10/16/2026 |
| Pre-Bid Meeting at address above | 10/27/2026 at 10:30 AM |
| Proposals Due | 11/9/2026 at 11:00 AM |
| Commission Approval | NA |
| Contract Award | 11/10/2026 |
| Project Completion | **4/1/2027** |

**The contractor shall provide the Port with at least one week's notice of the intended start of work.**

**The Contractor will provide a progress schedule prior to beginning work.**

**Contractors shall complete all work no longer than 30 working days from the start of onsite construction.**

**Mandatory Pre-Bid Meeting at 2140 Wine Country Rd., Prosser (Near Walter Clore Center) at 10:30 AM**

**All measurements are approximate, so contractor needs to verify measurements at the Pre-Bid meeting if needed.**

**Contractor shall provide the Port contact information for on-site supervisor prior to work. Supervisor shall be available to oversee all on-site work and shall be responsive to the Port during all workdays on-site.**

**Establish and maintain the perimeter of the project area.**

**Protect all existing stormwater drains (inlet Protection).**

(Internal Use Only; PR00)

**All Traffic Control Plans, Rigging Plans, Overhead Protection Plans, Confined Space plans, and Pedestrian Protection plans will be provided to the Port of Benton before any work begins on the project site.**

**Sales tax (8.7%) applies to all aspects of this project**.

## SCOPE OF WORK:

- **Eligible working days for this project are Monday through Sunday.**
- **Remove and dispose of all(Approx 7 acres) Apple trees by chipping and spreading out.**
- **Remove all stumps and dispose of them from property.**
- **Contractor shall complete all utility locates ground checks**
- **Remove all irrigation lines and dispose**
- **Area where trees were removed must be leveled out and compacted.**
- **All wire must be removed.**

# BID FORM

## SMALL WORKS CONTRACT

Port of Benton
3250 Port of Benton Blvd.
Richland, WA 99354

Project: Prosser Apple Orchard Tree Removal Project

Submitted by: _____
(Full Name)

_____
(Address)

_____
(City, State, and Zip Code)

_____ _____
(Phone Number) (Employment Security Number)

_____ _____
(Contractor License) (Federal Employer ID Number -EIN)

Internal Use only: PR00xxx

| ITEM NO. | DESCRIPTION OF ITEM | APPROX. QTY | UNITS | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1 | Prosser Apple Orchard Tree Removal | 1 | LS | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | Subtotal | | $ |
| | | | Sales Tax | 8.7% | $ |
| | | | Total including Tax | | $ |

_____ _____

Signature Date

_____

Print Name

_____

Title

Internal Use only: PR00xxx

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date. The bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or thro ugh a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____

Bidder's Business Name

_____

Signature of Authorized Official*

_____

Printed Name

_____

Title

_____ _____ _____

Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

* If a corporation, proposal must be executed in the corporate name by the president or vice -president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

INVITATION FOR BIDS

**Notice to Contractors:** The Port of Benton requests your proposal to furnish labor, equipment, and material to accomplish the following project: Prosser Apple Orchard Tree Removal Project

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|---|---|
| Instructions: | Please submit your proposal by email or by hand no later than November 9, 2026 by 11:00 AM. Bids shall be emailed to procurement@portofbenton.com or delivered to Procurement Dept., Port of Benton, 3250 Port of Benton Blvd., Richland WA 99354. Bids must have project name listed on sealed bid envelope or the subject line in email. Questions may be directed to procurement@portofbenton.com Plans and specifications may be obtained at the Port of Benton by email or at the Port's web site, www.portofbenton.com under "Business – Bid Opportunities". Contractors must be on the Port's Small Works Roster to be eligible for bidding on this project. Small Works Roster applications are available on the Port's web site, www.portofbenton.com. Small Works Roster applications need to be renewed every 2 years. Contractors will be required to be on the Ports Roster. |
| Bid Opening: | Bids exceeding $350,000 will be publicly opened and read aloud at the date and time specified above. Bids under $350,000, which may be submitted via drop-off or email (if permitted), will be opened by Port staff. A Bid Summary will be emailed to all bidders by the end of the day. Late bids- those received after the designated opening time – will not be considered. All bids will be reviewed by project lead after the official submittal deadline. |
| Bid Award: | Opened proposals over $50,000 will be submitted to the Board of Commissioners of the Port of Benton at the next regular meeting. It is anticipated an award will be made within one week after the presentation to the Board of Commissioners. The work will be awarded, and a contract negotiated with the lowest responsible bidder or the bid judged to be in the best interest of the Port of Benton. The successful bidder shall have 10 days after receipt of the Notice of Award to execute the Agreement and furnish required bonds and proof of insurance. |
| Start Date and Contract Time: | Work will begin within 10 days after the execution of the contract or by the start date on the contract and require completion not to exceed the completion date listed on the contract. |
| Pre-Bid Walk Through: | If a pre-bid meeting for the project is required, it will be listed in the bid documents. A walk-through of the project site will be conducted at the pre-bid meeting. |
| Bid Proposal Form: | Proposals shall be prepared on the standard proposal form attached. The bidder shall make no stipulation on the bid form, nor qualify the bid in any manner. The proposal shall be placed in a sealed envelope marked with the project name or listing the project name in the subject line of the email. Please place name of company on front of envelope as well to identify the project. |

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| Bid Comparisons: | Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between figures and numbers written as words shall be resolved in favor of the numbers written as words. |
| Bid Hold: | No Bid may be withdrawn for a period of four weeks after the bid date. |
| Bid Guarantee: | A Bid bond made payable to the Port of Benton for an amount equal to at least 5% of the total base bid amount shall accompany each bid for amounts over $150,000.00 |
| Performance & Payment Bond: | The Contractor shall furnish performance and payment bonds for any contract at or over $35,000 in an amount at least equal to the Contract Price, as required by R.C.W. 39.08, upon execution of a contract. These bonds shall remain in effect until one year after the date when final payment becomes due. In lieu of the said performance and payment bonds, and in the event the contract is for an amount less than $150,000.00, the Contractor may elect to have the Port retain 10% of the contract amount for a period of forty five (45) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, Department of Labor and Industries, and the settlement of liens filed under Chapter 60.28 R.C.W., whichever is later. Retained amounts will be held by the Port unless Contractor submits a written request to invest the deposit retainage in accordance with applicable law. |
| Agreement: | Successful bidder will execute the Agreement between the Port of Benton and the Contractor. (Sample Contract attached) |
| Right of the Port to Accept or Reject Bids: | The Port of Benton reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid, or in the bidding, and to accept or reject any bid for reasons based solely on considerations for the best interests of the Port of Benton. |
| Insurance: | The Contractor shall purchase and maintain such insurance as will protect it from claims arising out of Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable (per Title 48 of the R.C.W.). Said insurance shall include provisions applying to:<br><br>A. Claims under workman's compensation, disability benefit and other similar employee benefit acts;<br><br>B. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;<br><br>C. Claims for damages because of bodily injury, sickness or disease, or death of person other than its employees, and claims insured by usual personal injury liability coverage; and<br><br>D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. |

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| Insurance: | The insurance required by the above paragraph shall be written for not less than:<br>A. Commercial General Liability and Contractual Liability Insurance; written on an Occurrence form, and include Premises and Products/Completed Operations; Employers Liability.<br>Combined Single Limit per Occurrence $1,000,000<br>General Aggregate $2,000,000<br>B. Commercial Auto Liability; including all Owned, Non-Owned, and Hired Autos:<br>Combined Single Limit Per Occurrence $1,000,000 each Accident including Bodily Injury and Property Damage Liability<br>C. Workers Compensation Statutory Requirements<br>D. Excess/Umbrella $1,000,000 Each Occurrence<br>All such insurance policies shall be issued by a reputable insurance company satisfactory to Port; authorized to do business in the State of Washington and rated A- or better by A. M. Best Company. The insurance company and its agent shall be licensed with the State of Washington Insurance Commissioner per Title 48 of the RCW of Washington.<br>The policy of Commercial General Liability shall 1) name the Port as an Additional Insured for both "ongoing" and "completed operations", and shall include coverage for the Port's officers, directors, partners, employees, agents, and consultants and 2) be primary coverage for both Defense and Indemnity and Non-Contributory with any insurance maintained by Port, and shall provide for a Waiver of Subrogation rights as to the Port.<br>Evidence of Insurance shall be filed with the Port prior to the execution of the agreement, which documents that policies providing such coverage and limits of insurance are in full force and effect in a form acceptable to the Port. Attach appropriate endorsement forms evidencing required additional insured parties. Thirty (30) days advance notice shall be given in writing to the PORT prior to cancellation, termination or alteration of said policies of insurance. The insurance company and its agent shall be licensed with the State of Washington Insurance Commissioner per Title 48 of the RCW of Washington. |
| Warranty: | Standard one year Contractors Guarantee covering the work performed and Manufacturers' Warranty on material, and warranties as otherwise listed in these specifications. Copies of all such warranties to be furnished to the Port of Benton. |
| Cancellation of Contract for Violation of Port Policy: | This contract pursuant to R.C.W. 49.28.050 and 49.28.060 may be cancelled by the officers or agents of the Port authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the Port relating to such work. |

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| Prevailing Wage: | The hourly wages paid to laborers, workmen, or mechanics shall not be less than the prevailing rate of wage, R.C.W. 39.12.020. No worker may be paid less than the specified hourly rate. Contractor will submit Intent to Pay Prevailing Wages, Affidavit of Wages Paid, and certified payroll.<br><br>The Washington State Prevailing Wage Rates for Public Works Contracts may be accessed from https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates |
| Intent/Affidavit | Contractor and Sub-Contractor are responsible for filing intents to pay Prevailing Wage before the start of the project. Affidavits of wages paid are required to be filed by the Contractor and Sub-Contractor before final payment can be made and before the Notice of Completion can be filed with L&I, ESD, and DOR. |
| Retainage: | Retainage of 5% will be administered in accordance with R.C.W. 60.28 when contractor elects to furnish a performance and payment bond for the project when all requirements are met. If contractor elects not to furnish a performance and payment bond on the project of $150,000 or less, retainage of 10% will be withheld until requirements of R.C.W. 60.28 are met. |
| Bidder Responsibility Criteria: | It is the intent of Owner to award a contract to the lowest, responsible bidder. In accordance with RCW 39.04.350, before award of a public works contract, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:<br><br>A. Have a current certificate of registration as a contractor at the time of bid submittal, in compliance with chapter 18.27 RCW. In addition, per RCW 39.06.010(1), all electrical and elevator contractors must also be licensed, which must have been in effect at the time of bid submittal;<br>B. Have a current Washington Unified Business Identifier (UBI) number;<br>C. If applicable:<br>1. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW, unless self-insured;<br>2. Have a Washington Employment Security Department number, as required in Title 50 RCW;<br>3. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;<br>4. Have a Federal Employer Identification number (EIN or Federal Tax ID number)<br>D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). |

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| | E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;<br><br>F. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirements or exemption:<br><br>G. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This requires the successful bidder to submit to the municipality a signed acknowledged statement under oath verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement set forth under this number.<br><br>H. In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. |
| | |

PORT OF BENTON

# BIDDERS'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

_____ 1. Bid Form- The unit prices must be shown in the space provided on the bid form.

_____ 2. Bid Bond- The amount of the bid bond shall not be less than five percent (5%) of the total amount of the bid for contracts over $150,000.00

_____ 3. Addenda- All Addenda shall be signed and included in sealed bid or by email.

_____ 4. Certification of Compliance with Wage Payment Status form shall be completed, signed and included in sealed bid or by email.

_____ 5. Emailed or by Sealed Envelope- Proposals shall be prepared on the standard proposal form attached. The proposal shall be placed in a sealed envelope with the name of the project and your company's name on the front of the envelope. See bidder instructions for further information. If by email put the project name in the subject line.

The following forms shall be executed and submitted within ten (10) calendar days after Notice of Award.

_____ 1. Contract- To be executed by the successful bidder.

_____ 2. Payment and Performance Bonds- Separate performance and payment bonds shall be completed on Standard AIA bond forms by Contractor's Surety and submitted with Contractor executed Contracts. For projects under $150,000 contractor can opt to have 10% Retainage held in Lieu of Bond.

_____ 3. Certificate of Insurance- Contractor shall furnish Certificate of Insurance and all applicable Endorsements naming the Port of Benton as additional insured on its Commercial General Liability and Automobile Liability Policies per General Instructions under Insurance in bid specifications Instructions to Bidders.

_____ 4. List of Subcontractors- To be submitted by Contractor with executed Contract when required.

_____ 5. Contractor's W-9 and New Vendor Form To be submitted by Contractor with executed Contract if not on file with the Port.

The following shall be filed prior to start of work.

_____ 1. Statement of Intent to Pay Prevailing Wages- To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

PORT OF BENTON

# CONTRACT

**Port of Benton and _____**

This Contract is made on the _____ day of _____, 2025, between the Port of Benton (hereinafter the "Port"), and _____ (hereinafter the "Contractor"), who, in consideration of the mutual promises contained herein, agree as follows:

## Article 1: The Work

1.1 The Contractor shall perform all the work required by the contract documents identified in Article 5 and by this reference incorporated herein, for the project entitled:

**_____ PROJECT**

## Article 2: Time of Commencement and Completion

2.1 The work to be performed under this contract shall start no later than _____ day of _____, 2025 and be completed no later than _____ day of _____, 2025 (hereinafter the "completion date").

## Article 3: Contract Sum

3.1 The Port will pay the Contractor, for the satisfactory performance of the work in a Contract sum of xx thousand xx hundred xx dollars and seventy-six cents **($xx)** according to the Bid received. (See Attachment A) Contract sum does not include applicable Washington State sales tax.

## Article 4: Payment

4.1 Progress payment requests may be submitted monthly. Payment will be made within 30 days after submission of a proper, validly completed invoice. Retainage of 5% will be withheld in accordance with RCW 60.28. Upon final acceptance of the work by the Port, and receipt of all three State Clearances, one final invoice for the balance of the contract sum, plus any applicable Washington State sales tax which was not included in progress payment requests, shall be paid to the contractor.

4.2 Invoices shall be submitted to the following address:
Physical Address

SAMPLE

Accounts Payable
Port of Benton
3250 Port of Benton Blvd
Richland, WA 99352

Alternatively, invoices may be emailed to:
AP@PortofBenton.com

4.3 The Port may withhold any payment otherwise due the Contractor on account of: 1) defective work not remedied; 2) claims filed; 3) failure of the Contractor to make payment properly to subcontractors or for labor, materials, or equipment; 4) damages to another contractor; 5) failure of the Contractor or Subcontractor to file an approved Intent to Pay Prevailing Wage or 6) unsatisfactory performance of the work by the Contractor.

4.4 The acceptance of final payment by the Contractor shall constitute a waiver of all claims, of whatever sort of nature, by the Contractor against the Port.

4.5 Unless withheld pursuant to paragraph 4.2, retainage payment to the Contractor shall be made after occurrence of all of the following:

A. File an Intent and Affidavit with L&I for contractor and all sub-contractors.

B. The expiration of 45 days following the final acceptance of the project; and

C. The receipt by the Port of the following State of Washington Clearances.
   a. Department of Revenue
   b. Department of Labor and Industries
   c. Employment Security Department

D. Satisfaction of the Port that the claims of material men and laborers and costs incurred in filing and processing such claims have been paid for; and

E. All requirements of RCW 39.12 relating to Prevailing Wage have been met. See Prevailing Wages at:

www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

**Article 5: The Contract Documents**

5.1 The contract documents, which by this reference are incorporated herein, consists of the Agreement, and the attached statement of work and proposal documents (Attachment A)

5.2 If there are any inconsistencies between the terms and conditions of this contract and the terms and conditions contained in Attachment A, the terms and conditions of this agreement shall prevail.

5.3 The Contract may be amended or modified only by a written amendment to the contract signed by both parties or by a written change order signed by both parties.

SAMPLE

5.4 By execution of the contract, the Contractor represents that the Contractor has visited the site of the work and is familiar with all conditions under which the work is to be performed.

5.5 The Contractor shall comply with all applicable Federal/State laws, City/County ordinances, and rules and regulations of all authorities having jurisdiction over project construction. Said laws will be deemed to be included the same as though written out in full.

Contractor shall provide a performance and payment bond as required by RCW 39.08 upon execution of this contract.

In lieu of the said bond, and in the event the contract is for an amount less than $150,000, the Contractor may elect to have the Port retain 10% of the contract amount in accordance with RCW 39.08.010 for a period of thirty (30) days after the date of final acceptance, or the settlement of liens filed under Chapter RCW 60.28, whichever is later. Retained amounts will be held by the Port. Contractor may submit a written request to invest the deposit retainage in accordance with applicable law at the discretion of the Port.

No worker may be paid less than the specified hourly rate. Contractor and all subcontractors will file and get approved an Intent to Pay Prevailing Wages and an Affidavit of Wages Paid, at appropriate times. The most common worker classification of the Washington State Prevailing Wage Rates for Public Works Contracts, Benton County, are included with this contract but are not inclusive. It is the responsibility of the CONTRACTOR to verify and obtain prevailing wages for all worker classifications required for this project. Wage rate interviews will be ongoing during the project, and the Port reserves the right to request certified payrolls at any time during the course of the project.

Contractor shall obtain and pay for workmen’s compensation and other insurance as may be required by the State and other applicable governing authorities. The Contractor shall provide general public liability and property damage insurance with limits and deductibles acceptable to the Port and supply the Port with satisfactory insurance certificates evidencing that all such coverage is in effect prior to the commencement of Work. The Port will require the following coverage:

| | |
|---|---|
| Commercial General Liability | $2,000,000 |
| Property Damage | $2,000,000 |

The insurance certificates required by this shall name the Port as an additional insured and listing the Description of the Contract.

**Article 6: Owner**

SAMPLE

6.1 The Port of Benton, as Owner, shall issue all instructions to the Contractor. The Port shall at all times have access to the work wherever it is in preparation or in progress.

**Article 7: The Contract**

7.1 The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for performing, scheduling, and coordinating all portions of the work under the contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations, and laws.

7.2 The Contractor shall defend, indemnify, and hold harmless the Port, its agents and employees from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is caused, or alleged to be caused, in whole or in part by any negligent act of omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts, any of them may be liable regardless of whether or not such claim, damage, loss or expense was caused in part by a party indemnified hereunder.

7.3 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor and materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

7.4 The Contractor shall pay prevailing wages, all sales, consumer, use, and other similar taxes required by law, and shall secure all permits, fees, and license necessary for execution of the work.

7.5 The Contractor shall warrant to the Port that all materials and equipment furnished under the contract be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the specifications. All work not conforming to these standards may be considered defective. If required by the Port, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy afforded by law.

**Article 8: Separate Contracts**

8.1 The Port reserves the right to award other contracts in connection with other portions of the project.

**Article 9: Time**

9.1 All time limits stated in the contract documents are of the essence of the contract.

SAMPLE

9.2 Liquidated damages will be assessed in the amount of $250.00 for each calendar day each schedule is not completed, once started, or the total project is not completed by the date set forth in the Agreement.

**Article 10: Protection of Persons/Contractor's Liability**

10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

10.2 The Contractor shall purchase and maintain such insurance as will protect it from claims arising out of Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under workman's compensation, disability benefit and other similar employee benefit acts;

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;

C. Claims for damages because of bodily injury, sickness or disease, or death of person other than its employees, and claims insured by usual personal injury liability coverage; and

D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificate of Insurance acceptable to the Port shall be filed with the Port prior to commencement of the work. This Certificate shall not be canceled until at least Thirty (30) days prior written notice has been given to the Port.

**Article 11: Miscellaneous Provisions**

11.1 This agreement is executed on the day first above written.

**PORT OF BENTON**

By: _____

Title: Executive Director, Diahann Howard, PPM®

Date: _____

Port of Benton
3250 Port of Benton
Richland, WA 99354

SAMPLE

_____

By: _____ _____

Title: _____ _____

Date: _____

Washington State Contractor License Number: _____

SAMPLE