

City of Vancouver

**PROPOSAL AND CONTRACT
DOCUMENTS**

FOR

BID # 26-14: WATER STATION 14 PFAS TREATMENT

MARCH 2026

PROJECT NO. PRJ100893

Federal Contract No. DWL28208-0



**CITY OF
Vancouver
WASHINGTON**

INVITATION TO BID (ITB) #26-14: WATER STATION 14 PFAS TREATMENT

<p>Invitation to Bid Information:</p> <p>ITB Number: 26-14 ITB Title: Water Station 14 PFAS Treatment Date Issued: Tuesday, March 3, 2026</p> <p>Contact Person: Julie Denton Email Address: Julie.Denton@cityofvancouver.us Contact Phone: 360-487-8435 Project Manager: Mehrin Selimgir</p> <p>Engineer's Estimate: \$10,217,000</p> <p>Pre-Bid Meeting: Wednesday, March 11, 2026 at 9:00am Questions Due: Friday, March 20, 2026 Addendum Due: Tuesday, March 31, 2026 Bid Opening: Tuesday, April 7, 2026</p>	<p>Submit Bids to:</p> <p>Procurement Portal: cityofvancouver.bonfirehub.com</p> <p>For delivery in person, by courier, UPS or FedEx: Attn: Procurement Services Vancouver City Hall 415 W 6th Street Vancouver, WA 98660</p> <p>For Delivery by US Postal Service: Attn: Procurement Services City of Vancouver PO Box 1995 Vancouver, WA 98668</p> <p>*Please refer to Section 1: Instructions to Bidders, Submittal Instructions for Further Information</p>
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SECTION A: INSTRUCTIONS TO BIDDERS

INVITATION TO BID

Notice is hereby given that sealed bids will be received by the City of Vancouver, Washington, for ITB 26-14: Water Station 14 PFAS Treatment bids up to the hour of **11:00 a.m., Pacific Local Time, Tuesday, April 7, 2026** and will publicly open and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th St, Vancouver, Washington and via an [online platform](#).

An optional pre-bid meeting is to be held at 9:00 a.m., local time, on Wednesday, March 11, 2026 at Water Station 14, 6803 NE 78th St, Vancouver, WA 98665. Interested prime contractors are encouraged to attend. At this meeting questions concerning the Contract Documents and the proposed work will be discussed.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged, and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City reserves the right to cancel this Invitation to Bid or reject any and all bids submitted or to waive any minor formalities of this call if the best interest of the City would be served.



Julie Denton, Senior Procurement Specialist

BACKGROUND

The City of Vancouver encompasses 51.84 square miles, has an estimated 2024 population of 202,600 and it is projected to exceed 268,000 by 2042. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

ITB SCHEDULE

These dates are estimates and subject to change by the City.

Event	Date
Pre-Bid Meeting	Wednesday, March 11, 2026 at 9:00 am
Questions Due by 5:00pm PST	Friday, March 20, 2026
Addendum Issuance by 5:00pm PST	Tuesday, March 31, 2026
Bid Opening at 11:00am PST	Tuesday, April 7, 2026

SCOPE OF SERVICES

This Contract provides for the improvement of a new PFAS treatment system that ties into existing water treatment system. Equipment will be installed at the existing facility and include pressure vessels with granular activated carbon for PFAS removal, along with support systems such as rinse water tank, restroom and storage building, modifications to existing booster pumps, associated stormwater, site civil, electrical and instrumentation/control improvements and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Contract Work shall be Physically Complete within 290 Working Days from the Notice to Proceed. **All Contract Work must be completed by December 31, 2027.**

FUNDING SOURCES

This project is funded through the Washington State Drinking Water State Revolving Fund program with federal funds from the Environmental Protection Agency and City of Vancouver. The Contractor and Subcontractors must meet all Drinking Water State Revolving Fund requirements and provisions.

DELIVERY REQUIREMENTS

Bids shall be delivered by or before **11:00 a.m., Pacific Local Time, on Tuesday, April 7, 2026** to:

The City will not accept any submittals after that day and time. Bidder accepts all responsibility and risk for method of delivery.

The bid opening will be held in person and via an online platform. Contractors are invited to join in person, [online](#), or by phone by calling (347) 941-5324 (access code: 787831137#).

SUBMITTAL INSTRUCTIONS

Bids are to be submitted to Procurement Services on the bid forms provided for this purpose, in a sealed container. The outside of envelope(s) or package(s) shall clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.

Bidders may submit sealed bids online through the City of Vancouver's Procurement Portal cityofvancouver.bonfirehub.com or select one of the following options for delivery of the Bid proposal:

Delivery Address:
(In Person, Courier, UPS, or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk - 1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:
(USPS)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

Bids delivered to locations other than as indicated in this document or received after the designated time will not be accepted.

It is the Bidder's responsibility to allow enough time for delivery to occur before the designated Bid due date and time. Please be advised that Bid deliveries requiring signature may not be delivered to Procurement Services in a timely manner as our receiving point is not staffed at all times and there may be no one available to sign at the time of delivery. Bids delivered to locations other than as indicated above or received after the designated time will not be accepted.

Bids submitted via FAX or EMAIL will not be accepted.

Bids will be opened and publicly read in person and via an online platform at the Vancouver City Hall, 415 W 6th Street, Vancouver, WA 98660 at the time and date specified. **Contractors are invited to join in person, through the website, or by phone:**

Online:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGE1NWNhNjQtZjg0OS00N2MzLTk3YmItZDkzMDMwM2Q2NjQ5%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:

(347) 941-5324

Meeting number (access code): 787831137#

No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities if the best interests of the City would be served.

BIDDING DOCUMENTS

Bidding documents may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. These are available for viewing, downloading and printing on your own equipment, free of charge.

Bids shall be in accordance with the Plans, Specifications, General Conditions, Special Provisions and all other contract documents prepared for the above referenced project, on file in the office of Procurement Services, phone (360) 487-8430. Bid results may be obtained within 24 hours after the Public Bid Opening by accessing The City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. Bids are to be submitted to Procurement Services on the proposal forms provided for this purpose, in a sealed container. **The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.**

All Bids must be accompanied by a bid deposit in cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid deposit may be forfeited to the City of Vancouver.

ADDENDA

All project-specific questions, requests for clarification, and requests for substitutions must be submitted in writing, via email, by Tuesday, March 31, 2026 to procurement.services@cityofvancouver.us. If required, an addendum will be prepared and issued by the City of Vancouver no later than Friday, March 20, 2026.

It is the sole responsibility of the Bidder to learn of and obtain any and all issued Addenda. Addenda may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and as a result, submit a non-responsive Bid submittal.

RESPONSIBILITY CRITERIA

It is the intent of City to award a contract to the lowest responsive and responsible bidder. In accordance with RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder.

The bidder may be required to provide the City documentation demonstrating compliance with the criteria.

- 1) **At the time of bid submittal**, have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters;
- 2) **Before award of contract**,
 - A. Have a current Washington Unified Business Identifier (UBI) number;
 - B. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
 - C. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;

- D. 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;
 - E. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;
 - F. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment 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.
- 3) Before award of contract, if applicable:
 - A. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - B. Have a Washington Employment Security Department reference number, as required in Title 50 RCW;
 - C. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - 4) Supplemental responsible bidder criteria, if applicable.

Pursuant to RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria in accordance with RCW 39.04.350 and as listed in 1) – 3) above 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 listed in 1) – 3) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

In addition to the mandatory bidder responsibility criteria, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project. As evidence that a bidder meets the supplemental bidder responsibility criteria, the Apparent Successful Bidder must submit, upon request, the required documentation to the City of Vancouver, within 72 hours of notification. The City reserves the right to request such documentation from other bidders as well.

1. **Federal Debarment** – The bidder shall not currently be debarred or suspended from bidding on Public Works Projects by the Federal government.
2. **Claims against Retainage and Bonds** – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the City.

3. **Experience Modification Rate** – The bidder’s Experience Modification Rate should be at or below 1.0. EMR rates above 1.0 are cause for Determination of Non-Responsibility unless the circumstances raising the rate have been accepted by the City.

4. **Completion of Similar Projects:** The bidder shall have successfully completed 3 projects of similar size and scope as required by the contract documents for this project within the last 15 years. In evaluating whether the projects were “successfully completed” the Owner may check references for the previous projects and may evaluate the owner’s assessment of the Bidder performance, including but not limited to:
 - a. Quality Control
 - b. Safety Record
 - c. Timeliness of performance
 - d. Use of skilled personnel
 - e. Management of subcontractors
 - f. Availability of and use of appropriate equipment
 - g. Compliance with contract documents
 - h. Management of submittals process, change orders, and close-out.
 - i. Compliance with federal and state funding sources, such as the State Revolving Fund (SRF), and experience with requirements, such as American Iron and Steel (AIS), Davis Bacon, and Disadvantaged Business Enterprises (DBE)

5. **Apprenticeship Utilization** – The table below reflects the required minimum apprenticeship utilization labor hours. The City encourages Contractors to exceed these minimum utilization hours. These goals must include the labor hours of the prime and any subcontractor's working the project. Before final payment, the Prime Contractor and all subcontractors will be required to file an approved Affidavit of Wages Paid form. If the Contractor does not meet the minimum established utilization requirement, they will be assessed a penalty of \$100.00 for each unmet apprenticeship labor hour. For projects with an engineer’s estimate of less than \$2,000,000 the contractor will be assessed a penalty of \$25.00 for each unmet hour for the first time the contractor is unable to meet the goal. Each subsequent failure to meet the goal will be at the \$100.00 per hour for each unmet hour. If the Contractor is able to meet or exceed the minimum utilization hours the Contractor will receive a incentive as noted on the bid form. For additional information on the City’s updated apprenticeship program, please visit the City’s website. The apprenticeship utilization requirement will be based on the Engineer’s Estimate for the project, not the bid amount.

Engineer’s Estimate	Required Minimum Utilization Labor Hours
Under \$500,000	N/A
\$500,000 - \$1,000,000	3%
\$1,000,000 - \$1,500,000	5%
\$1,500,000 - \$2,000,000	10%
\$2,000,000 and greater	15%

For more information on apprenticeship programs, you can visit the Washington State Department of Labor & Industries website at [Apprenticeship Registration & Tracking System \(ARTS\)](#).

6. A Bidder may be deemed not responsible if:
 - a. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
 - b. The Bidder, in the opinion of the City, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
 - c. An unsatisfactory performance record exists based on past or current City work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
 - d. There is uncompleted work (City or otherwise), which in the opinion of the City might hinder or prevent the prompt completion of the work bid upon; or
 - e. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the City; or
 - f. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the City; or
 - g. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the City; or
 - h. There are any other reasons deemed proper by the City; or
 - i. More than one proposal is submitted for the same project from a Bidder under the same or different names.

As evidence that the bidder meets the bidder responsibility criteria 1 A above, the apparent low bidder must submit, upon request, the following documentation to the Owner within 72 hours of notification. The Owner reserves the right to request such documentation from other bidders also.

1. **Federal Debarment** – The bidder shall not be listed as a current debarred or suspended bidder on the U.S. Government's System for Award Management (SAM) website: <http://www.sam.gov>.
2. **Claims against Retainage and Bonds** – The bidder shall submit a list of any public works projects over \$500,000 completed within the last five years (5) that have had a claim against the retainage and/or payment or performance bond. Documentation provided should include a written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
3. **Experience Modification Rate** – The bidder shall not have an Experience Modification Rate that exceeds 1.0 as indicated on the Department of Labor & Industries website. If the bidder's score exceeds 1.0 additional information may be requested.

4. Completion of Similar Projects - The Bidder shall submit a list of projects of similar size and scope that either they or a named sub-contractor have successfully completed. For the purposes of meeting this criterion, the Owner has determined that “similar size and scope to this project” means projects having the following characteristics: construction of pressure vessels for municipal drinking water and associated support facilities as described in Technical Specification 01 11 00. The Bidder must have all the following minimum work experience while acting as the Prime the Contractor:

- a. Successfully completed three public works projects exceeding in \$5,000,000 in construction cost.
- b. Successfully completed three municipal drinking water public works projects in which each project included the construction of pressure vessels.

The information about each project shall include the following:

- Owner’s name and contact information for the owner’s representative
- Awarded contract amount
- Final contract amount
- A description of the scope of the project and how the project is similar to this project
- The Bidder’s assessment of its performance of each project, including but not limited to the following:
 - Quality control;
 - Safety record;
 - Timeliness of performance;
 - Use of skilled personnel;
 - Management of subcontractors;
 - Availability of and use of appropriate equipment;
 - Compliance with contract documents;
 - Management of submittals process and change orders

5. Apprenticeship Utilization - The Bidder shall submit an Apprenticeship Utilization Plan that demonstrates how the company plans to achieve the Apprenticeship Utilization Requirement. The Plan shall:

- a. Provide an estimated outcome for utilization of apprentices for the prime contractor and all subcontractors.
- b. Provide an estimated total hours and work times that are reasonable to complete the scope of the project.
- c. Demonstrate how the contractor (and subcontractors) intends to meet or exceed the requirement, including the labor type and approved program(s) from which the labor is obtained.
- d. Quantify the cost of the apprenticeship utilization on this particular project.

6. By signing the Signature page of the Bid, the Contractor confirms to be in compliance with all items listed under Supplemental Bidder Criteria item 6 above. The City may request additional information or confirmation of compliance with the above items.

If the City determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, they may appeal the determination within 24 hours of receipt of the City's determination by presenting additional information to the City. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other Bidder until two (2) business days after the bidder determined to be not responsible received the City's final written determination as required by RCW 39.04.350(3)(d).

The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the City, adopting either a standard for all projects or changing it on a project-by-project basis.

SECTION 2: TERMS AND CONDITIONS

RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

In accordance with RCW 39.04.380 the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a. is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
- b. at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

PREVAILING WAGE REQUIREMENTS

The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

If awarded the project, the contractor and each subcontractor shall have on file current project specific "Statement of Intent to Pay Prevailing Wages" with the Washington State Department of Labor and Industries before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project before release of retainage.

In addition, the Contractor and each subcontractor shall submit weekly certified payrolls as required by the contract.

E-VERIFY PROGRAM

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

CITY BUSINESS AND OCCUPATIONAL LICENSE

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

REJECTED BIDS

The City will not be responsible for any errors in bids. Bidders will not be allowed to alter bids after the submittal deadline. The City may consider a bid irregular and reject it if any of the Bid Item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

Qualified bids will be deemed non-responsive and will not be accepted.

The City reserves the right to adjust the scope of this work to match available funds. The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation, reject any or all bids submitted, and to waive any minor formalities if deemed to be in the best interest of the City.

TIE BREAKING

After opening Bids, if two or more lowest responsive, responsible Bid totals are exactly equal, then the tie-breaker will be determined by a coin toss by the Procurement Manager or their designee before at least two (2) witnesses. Bidders shall choose “Heads” or “Tails” in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing prior to the Coin Flip. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive, responsible Bid are to participate.

CLAIM ERRORS

A Bidder who wishes to claim error after the Bids have been publicly opened and read shall promptly notify the City that an error occurred. The Bidder shall submit a declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

BID AWARD

Once bids have been received and reviewed, staff will prepare a Staff Report to be presented to Council. Once Council has formally awarded this contract, an Award email will be sent as evidence of the acceptance of the bid. No other act of the City shall constitute acceptance of a bid.

Bidders may not alter their bid prices after the hour set for the public Bid Opening, unless the award of contract is delayed for more than forty-five (45) days. The City reserves the right to

request an extension of time for firm bid prices during any such delay to allow for the review process.

FAILURE TO EXECUTE CONTRACT

Failure to return the required insurance certificate, performance and payment bonds, and labor and materials bonds (if applicable), or failure or refusal to sign the Contract within 10 calendar days, shall be considered failure to execute the contract. The City may then Award the Contract to the second lowest responsible Bidder or reject all remaining Bids. If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Proposals are rejected. The City may grant an extension to the contractor to submit the required insurance and bonds for up to an additional 20 calendar days for extenuating circumstances. The extension shall be granted at the City's sole discretion.

PROTESTS

Pre-Bid or Solicitation Phase Protest

The City must receive a Pre-Bid or Solicitation Protest at least five (5) Days before the bid open date or proposal/qualifications response due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt of the Protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as need. The Procurement Specialist shall reply to the protest within three (3) Days.

Pre-Award Protest

The City must receive a Pre-Award Protest within five (5) Days after the date of publication of the bid tab to the City's website for bids or notification of Intent to Award for a Solicitation. These protests are to be submitted to the Procurement Manager. The City may provide copies of the Protest to the bidder/proposer against whom the Protest is made if the Protestor does not copy them on the Protest. The bidder/proposer subject of the Protest will have two (2) Days to respond to the City about the Protest following its receipt of copies of the Protest, either from the Protestor or the City.

Upon receipt of the Protest, the Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten (10) Days. The Procurement Manager may extend this deadline to respond at any time during the ten (10) Day period with written notice to all parties. The Procurement Manager will respond to the Protest in writing by email if an email address is provided, requesting acknowledgement of receipt or will mail a response using certified mail.

The Procurement Manager will not execute a contract for the project with anyone other than the Protestor without first providing at least two (2) Days' written notice of the City's Intent to Award.

For more information see the City of Vancouver Procurement's Protest Policy at: [Procurement Services -The City of Vancouver, WA](#)

FEDERAL REQUIREMENTS:

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 3: BID SUBMITTAL REQUIREMENTS

PHASE 1: BID SUBMITTAL CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid bidder in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in *bold* shall be submitted with your bid. Failure to do so shall render your bid non-responsive.

BID FORM

Bids shall be completed and submitted on the bid forms provided.

ADDENDA ACKNOWLEDGEMENT

The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid opening. *Failure to comply with this provision will render the bid non-responsive and therefore void.*

It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com;

However the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

NON-DISCRIMINATION CLAUSE

Bidders must provide evidence of compliance as required by RCW 35.22.650 on the attached form.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

Bidders are required to submit a statement verifying that within the three-year period immediately preceding the date of the bid solicitation, they not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment 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.

LIST OF SUBCONTRACTORS

The City has determined that requirements of RCW 39.30.060(1) applies to this solicitation and requires each bidder to submit, as a part of the bid, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in RCW 18.106, electrical as described in RCW 19.28, structural steel, and rebar installation or to name itself for the work. The City requires that this information is required to be submitted as a part of the bid, otherwise this shall deem the bidder non-responsive. The bidder shall not list more than one subcontractor for each category of

work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. The requirement of this section is to name the bidder's proposed heating, ventilation and air conditioning, plumbing, electrical subcontractors, structural steel and rebar installation who will contract directly with the general contractor submitting the bid to the public entity.

NON-COLUSION AND DEBARMENT AFFIDAVIT

Shall be completed and submitted on the form provided.

CERTIFICATION FOR FEDERAL AID CONTRACTS

Shall be completed and submitted on the form provided.

CERTIFICATION OF COMPLIANCE WITH SRF CONDITIONS

Shall be completed and submitted on the form provided.

CERTIFICATION OF NONSEGREGATED FACILITIES

Shall be completed and submitted on the form provided.

**CERTIFICATION OF NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS:
Non-Discrimination in Employment Facilities**

Shall be completed and submitted on the form provided.

BIDDERS LIST FOR ALL FIRMS THAT BID OR QUOTE ON SUBCONTRACT

Shall be completed and submitted on the form provided.

BID SECURITY FORM

The bid bond, or acceptable form is to be executed by the bidder and a surety company licensed to do business in Washington, unless the bid is accompanied by a cashier's check. No such bid bond will be required where a cashier's check is submitted in lieu of a bond. The amount of the bond or cashier's check shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. If a surety company form is submitted, please attach the form to the Bid Documents submitted. The submitted bid bond is subject to forfeiture if the successful bidder fails to enter into the contract.

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Additional Supplemental Bidder Responsibility criteria will be required of the Apparent Successful Bidder (lowest, responsive, responsible Bidder). Bidder must submit required information to City within 72 hours after receipt of the request by the City of Vancouver. Bidders are not required to submit this information with their Bid.

NOTE: If during the Bidding period, a potential Bidder believes that the Supplemental Bidder Responsibility Criteria will exclude them from bidding, Bidder may request the City to consider modifying the criteria. The request must be submitted by the question deadline. Such modification, if accepted by the City, will be communicated via the issuance of an addendum to the Bidding documents.

PHASE 2: CONTRACT AWARD

The following is to be signed and/or delivered by the awarded contractor to the City within ten (10) days after the award date.

CONTRACT

This agreement is to be signed by the successful bidder.

PERFORMANCE BOND

This shall be submitted by the successful bidder and a surety company, licensed to do business within the State of Washington on the approved City of Vancouver form.

PAYMENT BOND

This shall be submitted by the successful bidder and a surety company, licensed to do business within the State of Washington on the approved City of Vancouver form.

INSURANCE CERTIFICATE

The City shall be named as an additional named insured on all insurance policies. These policies shall comply with the requirements as stated in the Contract.

BID FORM

To the City Council
City of Vancouver
Vancouver, Washington 98660

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This Contract provides for the improvement of a new PFAS treatment system that ties into existing water treatment system. Equipment will be installed at the existing facility and include pressure vessels with granular activated carbon for PFAS removal, along with support systems such as rinse water tank, restroom and storage building, modifications to existing booster pumps, associated stormwater, site civil, electrical and instrumentation/control improvements and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as “Work.”

The Contract Work shall be Physically Complete within 290 Working Days from the Notice to Proceed. All Contract Work must be completed by December 31, 2027.

Bidder certifies they have read and thoroughly understand the Plans and Specifications and contract governing the work included in this improvement and the method by which payment will be made for said work and hereby propose to undertake and complete the work included in this improvement in accordance with said Plans, Specifications and Contract and at the following schedule of rates and prices.

The City reserves the right to adjust the scope of this work to match available funds, including if necessary, the elimination of specific work or all work associated with specific buildings included in this Invitation to Bid.

NOTE:

- Show prices in legible figures (not words) written in ink or typed and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow:
 - $\text{Approx. Quantity (as listed for that bid item)} \times \text{Unit Price} = \text{Total Price}$
- Your proposal will be considered irregular and will be rejected if the unit price is left blank and a price per unit cannot be determined by equally dividing the “Approx. Quantity” into the Total Price and rounding the result to the nearest two decimal places.
- Your Bid shall be considered *non-responsive* and therefore, void if:
 - Figures are illegible
 - Minimum proposal requirements are not met (when applicable)
 - Bid is qualified or conditions are added to your Bid.

Item Number	Approx Qty	Unit of Measure	Description	Unit Price	Total Price
1	1	LS	Mobilization	Lump Sum	\$
2	1	LS	B01 - Treatment Building – Process Mechanical	Lump Sum	\$
3	1	LS	B02 - Restroom and Storage Building	Lump Sum	\$
4	1	LS	Coatings	Lump Sum	\$
5	1	LS	Electrical and Instrumentation	Lump Sum	\$
6	3	EA	P01 - PFAS Treatment Pressure Vessel Pairs and Appurtenances, Excluding Media	\$	\$
7	240,000	Lbs	P01- PFAS Treatment Media	\$	\$
8	1	LS	P01 – All Other Equipment, Materials and Labor	Lump Sum	\$
9	1	LS	P02 - Rinse Water Tank	Lump Sum	\$
10	1	LS	General Site	Lump Sum	\$
11	1	LS	U03 - Valve Vault 3	Lump Sum	\$
12	1	LS	U04/U05 - Grinder Pump and Grinder Pump Flow Meter Vault	Lump Sum	\$
13	1	EST	Apprentice Incentive	\$10,000	\$ 10,000
Base Bid Subtotal Total					\$
Washington State Sales Tax – 8.8%					\$
Base Bid Grand Total					\$

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgment
1.		
2.		
3.		
4.		

NOTE: The listed addenda is hereby incorporated by reference into the Bid form. Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that they have reviewed the insurance requirements listed in the Contract and have discussed both cost and availability of these insurance requirements with my insurance broker/agent. The bid being submitting accurately reflects the cost and availability of the insurance requirements as outlined by the City of Vancouver, which I will abide by if awarded the contract.

The Contractor hereby certifies that the Contractor has an Employment Security Department number as required to conduct public works projects pursuant to RCW 39.04.350.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. **By signing this page of the bid, the Contractor acknowledges and agrees to the terms and conditions of each of the forms (the bid bond form must be signed separately), included in the bid documents.**

_____ Authorized Official (Signature)	_____ Date
_____ Print Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Telephone Number
_____ Address	_____ City, State, Zip
_____ E-mail Address	_____ Federal Employee I.D. #
_____ State Contractor's License Number	_____ Washington Unified Business Identifier (UBI#)
_____ Employment Security Reference Number	

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.

3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

NON-DISCRIMINATION CLAUSE

RCW 35.22.650-Public Works or Improvements-Minority Business, Employees-Contract, Contents

All contracts by and between a first class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

“Contractor agrees that they shall actively solicit the employment of minority group members. Contractor further agrees that they shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.”

As used in this section, the term “minority business” means a business of at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, African Americans, Women, Native Americans, Asians, Eskimos, Aleuts, and Hispanics.

By signing the bid form the bidder certifies that they agree to comply with this non-discrimination clause and shall provide documentation of compliance as requested by the City.

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **Tuesday, April 7, 2026** that 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 through 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

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual 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, bid 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, bid must be executed by a partner.

LIST OF SUBCONTRACTORS

FAILURE TO SUBMIT THIS FORM WILL RENDER THE BID NON-RESPONSIVE AND, THEREFORE, VOID.

RCW 39.30.060-Public Works Subcontracting:

The City has determined that the requirements of RCW 39.30.060(1) applies to this contract and the City shall require each bidder, regardless of the amount bid, to submit as part of the bid the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, structural steel, and rebar installation or to name itself for the work.

The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. The requirement of this section to name the bidder’s proposed heating, ventilation and air conditioning, plumbing, electrical subcontractors, structural steel, and rebar installation applies only to proposed heating, ventilation and air conditioning, plumbing, electrical subcontractors, structural steel, and rebar installation who will contract directly with the general contractor submitting the bid to the public entity.

Failure of the bidder to submit as part of the bid the name(s) of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder’s bid non-responsive and, therefore, void. Bidders must be in compliance with RCW 39.04.350(1)a if choosing to self-perform or shall be deemed non-responsible.

Will this project involve any of the following? If the answer is “yes” to any of the categories the bidder must specify whether itself or a subcontractor will perform each type of work. If a subcontractor will perform the work, bidders must list the subcontractor's name

Description of Work	Name of Subcontractor	Self Perform	Work Not In Project
Electrical		<input type="checkbox"/>	<input type="checkbox"/>
Plumbing		<input type="checkbox"/>	<input type="checkbox"/>
HVAC		<input type="checkbox"/>	<input type="checkbox"/>
Structural Steel		<input type="checkbox"/>	<input type="checkbox"/>
Rebar Installation		<input type="checkbox"/>	<input type="checkbox"/>

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of _____

County of _____

I, an authorized representative of _____, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49 CFR Part 29 Section 29.215).

NOTICE TO ALL BIDDERS

To report rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form.

CERTIFICATION OF COMPLIANCE WITH SRF CONDITIONS

(submit with bid)

This certification relates to the construction contract proposed by the Owner which expects to finance the proposed construction contract with assistance from the State of Washington Department of Health State Revolving Fund loan program supported with funds directly made available by the Department of Health and the United States Environmental Protection Agency. I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the State Revolving Fund Provisions and agree to incorporate the following into the bid and/or contract and subcontractor contracts (as appropriate):

- DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- NEW RESTRICTIONS IN LOBBYING
- CIVIL RIGHTS, NONDISCRIMINATION, and EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES
- AMERICAN IRON AND STEEL PROVISION
- FEDERAL LABOR STANDARDS PROVISIONS: COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS AND STATE OF WASHINGTON PREVAILING WAGE REQUIREMENTS

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

.....
(Name and Title of Authorized Official [Print or Type])

.....
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

.....
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

.....
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

ATTACHMENT A-2

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature

Date

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

ATTACHMENT A-3

AMERICAN IRON AND STEEL PROVISION

USE OF AMERICAN IRON AND STEEL

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the Department of Health approved the engineering plans and specification for the project prior to January 17, 2014.

The contractor acknowledges to and for the benefit of the project owner and Washington State that she or he understands that the Drinking Water State Revolving Loan Fund is paying for the goods and services under this agreement. DWSRF contains provisions, commonly known as "Buy American;" that requires all iron and steel products used in the project be produced in the United States (American Iron and Steel Requirements). The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

The contractor hereby represents and warrants to and for the benefit of the project owner and the state that:

- a) The contractor has reviewed and understands the American Iron and Steel Requirements,
- b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
- c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the project owner or the state.

Notwithstanding any other provisions of this agreement, any failure to comply with this paragraph by the contractor shall permit the project owner or state to recover as damages against the contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the project owner or state resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the state or any damages owed to the state by the project owner). While the contractor has no direct contractual obligation with the state, as a lender to the project owner for the funding of its project, the project owner and the contractor agree that the state is a third-party beneficiary and neither this paragraph nor any other provision of the agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the state.

ATTACHMENT A-3: AMERICAN IRON AND STEEL CERTIFICATION

Washington State Department of Health
DRINKING WATER STATE REVOLVING FUND

AMERICAN Iron and Steel CERTIFICATION

Legal Name:	
Project Name:	
Contract Number:	Reimbursement Voucher Request #

I hereby certify that all of the iron and steel products used and referenced in the attached Reimbursement Voucher for cost reimbursement are in full compliance with the American Iron and Steel requirements as mandated in Part 1: Special Terms and Conditions; Paragraph 1.37 (Municipal Borrowers) or Paragraph 1.42 (Non-municipal Borrowers) of the loan agreement with DOH.

“Iron and steel products” means the following products made primarily of iron and steel; lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials (as defined in Part 1.; 1.1 Definitions).

I further certify that the costs of all of the iron and steel products produced in the United States were incurred while undertaking and administering approved project activities according to Attachment I: Scope of Work and Attachment V: DWSRF Eligible Project Costs of the loan agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A-4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and according to Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

The undersigned will post copies of this notice in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor(s))

(Date)

BIDDER'S LIST

Please provide a list of all firms that provided a bid or a quote for this project.
Include additional sheets as necessary.

Bidder does not wish to disclose this information

Firm/Subcontractor Name:

Contact:

Address:

Email Address:

Phone Number:

Scope of Work:

MBE/WBE Status:

Firm/Subcontractor Name:

Contact:

Address:

Email Address:

Phone Number:

Scope of Work:

MBE/WBE Status:

Firm/Subcontractor Name:

Contact:

Address:

Email Address:

Phone Number:

Scope of Work:

MBE/WBE Status:

Firm/Subcontractor Name:

Contact:

Address:

Email Address:

Phone Number:

Scope of Work:

MBE/WBE Status:

Firm/Subcontractor Name:

Contact:

Address:

Email Address:

Phone Number:

Scope of Work:

MBE/WBE Status:

BID SECURITY FORM
Complete one of the following:

CASHIERS CHECK

Herewith find deposit in the form of a cashier's check in the amount of \$ _____, which amount is not less than five percent (5%) of the total bid.

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as surety, are held and firmly bound unto the City of Vancouver as Obligee in the penal sum of _____ dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

ITB 26-14: Water Station 14 PFAS Treatment

according to the terms of the proposal or bid made by the Principal therefore, and the principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2026.

Principal

Surety



**CONSTRUCTION CONTRACT # Supplier Contract #
ITB 26-14: Water Station 14 PFAS Treatment**

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Contractor Name (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 26-14 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Month Day, Year per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of a new PFAS treatment system that ties into existing water treatment system. Equipment will be installed at the existing facility and include pressure vessels with granular activated carbon for PFAS removal, along with support systems such as rinse water tank, restroom and storage building, modifications to existing booster pumps, associated stormwater, site civil, electrical and instrumentation/control improvements and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Contract Work shall be Physically Complete within 290 Working Days from the Notice to Proceed. **All Contract Work must be completed by December 31, 2027.**

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment 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.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
 6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the

satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.8% Washington State Sales Tax (if applicable) \$000.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability Each Occurrence General Aggregate Per Occurrence Products & Completed Operations Aggregate Personal and Advertising Injury Blanket Contractual Liability	 \$2,000,000 \$5,000,000 \$5,000,000 \$2,000,000 \$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract. Combined Single Limit	 \$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit Each Claim Annual Aggregate	Statutory \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000

COVERAGE	LIMITS OF LIABILITY
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance <ul style="list-style-type: none"> a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a". 	Contract Value

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

- 13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 15. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 16. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 18. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless

the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

- 19. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 20. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 21. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 22. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 23. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 24. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 25. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

- 26. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the

Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 27. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 28. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 29. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 30. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 31. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 32. EQUAL OPPORTUNITY CLAUSE:** During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

33. **CLEAN AIR ACT:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
34. **DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
35. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
36. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
37. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
 1. Amendments to the Contract,
 2. This Contract,
 3. Contractor’s Bid, including Addenda to the Solicitation,
 4. The Solicitation
 5. Contractor’s Bid,
 6. Contract Plan Set,
 7. Technical Specifications,
 8. City of Vancouver Supplementary Conditions to EJCDC,
 9. DWSRF Supplementary Conditions,
 10. EJCDC Standard General Conditions of the Contract.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

38. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Contact Name
Company Name
Address
City State Zip
Email Address

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Company Name

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

Nena Cook, City Attorney

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)
KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
a corporation organized and existing under and by virtue of the laws of the state of _____,
and duly authorized to do surety business in the state of Washington
and named on the current list of approved surety companies acceptable on federal bonds and
conforming with the underwriting limitations as published in the Authorized Insurance List in
the State of Washington published by the Office of the Insurance Commissioner and which
carries an "A" rating and is of the appropriate class for the bond amount as determined by
Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, unto CITY OF VANCOUVER, as
OBLIGEE, in the sum of _____
Dollars (\$_____) in lawful money of the United States of America, for the payment of that
sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF VANCOUVER dated _____, 20____, which contract is
hereunto annexed and made a part hereof, for accomplishment of the all contract terms for
the project described as follows:

ITB 26-14: Water Station 14 PFAS Treatment

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms,
subcontractors, corporations and/or others furnishing materials for or performing labor in the
prosecution of the Work provided for in the aforesaid contract, and any authorized extension
or modification thereof, including all amounts due for materials, equipment, mechanical
repairs, transportation, tools and services consumed or used in connection with the
performance of such Work, and for all labor performed in connection with such Work whether
by subcontractor or otherwise, and all other requirements imposed by law, then this obligation
shall become null and void; otherwise this obligation shall remain in full force and effect,
subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every
claimant, who has not been paid in full, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment in for such sum or sums as may be justly due claimant,
and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment,
costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees
that all changes, extensions of time, alterations to the terms of the contract or to Work to be
performed thereunder or the Specifications accompanying the same shall be within the scope
of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the contract or to the Work or
to the Specifications. Any such change, extension of time, alteration or addition to the terms
of the contract or to the Work or to the Specifications shall automatically increase the

obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as PRINCIPAL (hereinafter called CONTRACTOR), and _____ a corporation organized and existing under and by virtue of the laws of the state of _____ duly authorized to do surety business in the state of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER as OBLIGEE (hereinafter called CITY OF VANCOUVER), the amount of _____ Dollars (\$ _____) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the project described as follows:

ITB 26-14: Water Station 14 PFAS Treatment

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations, laborers, mechanics and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for provisions, supplies, materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and shall promptly pay the state of Washington all taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due, and shall comply with all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or

to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as all claims filed in compliance with chapter 39.08 RCW have been resolved and no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, or any other person who provides provisions, supplies, materials, equipment, mechanical repairs, transportation, tools or services for carrying out the work or the failure of CONTRACTOR pay the state of Washington all taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

SECTION 00 73 00.13
WASHINGTON STATE DEPARTMENT OF HEALTH
DRINKING WATER STATE REVOLVING FUND SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Funding sources for this Project include the State of Washington’s Department of Health (DOH) Drinking Water State Revolving Fund (DWSRF) and City of Vancouver funding. This section summarizes the DWSRF program requirements that the Contractor is required to comply with. If there are conflicts between this section and other provisions or sections, the requirements stated in this section shall take precedence over the other provisions, except where similar provisions are more stringent, in which case the more stringent provisions will be implemented.
- B. Loan or grant recipient is the City of Vancouver and will be referred to as the “Owner”.
- C. Section includes Drinking Water State Revolving Fund (DWSRF) program requirements, including:
1. Civil Rights
 2. Equal Employment Opportunity (EEO) (41 CFR part 60)
 3. Segregated Facilities
 4. Age Discrimination Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, and Section 13 of the Clean Water Act.
 5. Buy America, Build America Act – Project is Covered by Amended Public Interest Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act 2021 for State Revolving Fund and Water Infrastructure Projects that Initiated Design Planning prior to May 14, 2022
 6. American Iron and Steel (AIS) Requirements
 7. Prohibition Statement: Trafficking Victims Protection Act of 2009
 8. Compliance with Davis Bacon Prevailing Wages and Related Acts
 9. Compliance with State Prevailing Wage
 10. Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 11. Disadvantaged Business Enterprises Requirements
 12. Contract Administration Provisions
 13. Third Party Beneficiary
 14. Access to the Construction Site and to Records and Records Retention
 15. Project Records
 16. Environmental Compliance
 17. New Restrictions on Lobbying
 18. Drug Free Workplace Requirements
 19. Prohibition on Text Message

20. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

D. Related sections:

1. 01 58 13 Temporary Project Signage

1.02 SUBMITTALS

- A. Certification of Compliance with SRF Conditions (with Bid) (Attachment A-1)
- B. Bidders List for all firms that bid or quote on subcontracts (with Bid)
- C. Documentation to demonstrate completion and compliance with the six Good Faith Efforts (GFEs) requirements.
- D. Certification of Non-Segregated Facilities (with Bid) (Attachment A-2)
- E. American Iron and Steel Certification (Attachment A-3), AIS Tracking Log and AIS De Minimis Log (with each pay request)
- F. Employer Information Report (EEO-1) on or before September 30 of each year (if applicable)
- G. Notice to Labor Unions or Other Organizations of Works: Non-Discrimination in Employment (Attachment A-4)
- H. Compliance with Federal, State and Local Laws
- I. Contractor shall comply with all applicable federal, state and local laws, regulations, code requirements and ordinances as they pertain to the design, construction and administration of the project.

1.03 SIGNAGE REQUIREMENTS

- A. All signage displayed by the Owner and Contractor during the time of project performance and any signs/markers identifying parties that are providing funds for the project must include the Washington State DOH and the Washington State DOH DWSRF as participants.
- B. Comply with signage requirements as specified in Specification Section 01 58 13.

1.04 CIVIL RIGHTS OBLIGATIONS

- A. Contractor shall comply with the following federal non-discrimination requirements:
- B. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

1. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976, and EO 11250, 30 FR 13003, October 13, 1965. No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.
2. The Age Discrimination Act of 1975, 42 U.S.C. § 6102. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

1.05 EQUAL EMPLOYMENT OPPORTUNITY (EEO), EXECUTIVE ORDER NO 11246 (1965)

- A. Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)
- B. Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals.
- C. During the performance of this contract, Contractor agrees as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

1.06 FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS. (EXECUTIVE ORDER 11246 AND 41 CFR 60-4.3)

- A. As used in these specifications:
1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 2. "Director" means Director, Office of Federal Contract Compliance Programs, United States
 3. Department of Labor, or any person to whom the Director delegates authority;
 4. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 5. "Minority" includes:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under 7b above.
 6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- K. Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- N. Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- P. Equal Employment Opportunity Reporting.
 - 1. On or before September 30 of each year, a Contractor subject to Title VII of the Civil Rights Act of 1964, as amended, that has 100 or more employees, must file an "Employer Information Report EEO-1" with the EEOC or its delegate. Instructions on how to file are on the EEOC website at <http://www.eeoc.gov/employers/eo1survey/howtofile.cfm>
 - 2. Contractor shall retain a copy of the most recent report filed.

1.07 SEGREGATED FACILITIES. (41 CFR 60-1.8)

- A. Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
 - 1. Provision. While performing this contract, Contractor must comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).
 - 2. If the Contractor fails or refuses to comply with any applicable nondiscrimination law, regulation, or policy, DOH may rescind, cancel, or terminate this contract in whole or in part, and declare the Contractor ineligible for further contracts. Contractor shall, however, be given reasonable time to cure this noncompliance.

3. Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.
- B. “The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under U.S. Environmental Protection Agency financial agreements. If the contractor fails to carry out these requirements, it is a material breach of this contract, which may result in contract termination.”

1.08 BUILD AMERICA, BUY AMERICA ACT (NOT REQUIRED)

- A. The Project is covered under the Amended Public Interest Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act 2021 for State Revolving Fund and Water Infrastructure Projects that Initiated Design Planning prior to May 14, 2022 (EPA Public Interest Waiver) which covers construction materials and manufactured products. Please see Attachment A-5 for State of Washington Department of Health confirmation of project being waived.
- B. Contractor is required to comply with the American Iron and Steel requirements, as delineated in the Waiver ([EPA Public Interest Waiver](#)) and per Section 1.09.

1.09 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

- A. Contractor acknowledges to and for the benefit of Owner (“Purchaser”) and the United States Environmental Protection Agency (“U.S. EPA”) that it understands the goods and services under this Agreement are being funded with monies made available by the SRF program of the U.S. EPA that has statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.

- B. Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the U.S. EPA that: a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the U.S. EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the U.S. EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the U.S. EPA by the Purchaser). While the Contractor has no direct contractual privity with the U.S. EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the U.S. EPA.
- C. Comply with American Iron and Steel Provisions as provided on the following website: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>.
- D. Contractor shall prepare and maintain all AIS documentation and any waiver applications in a three-ring binder to be kept in the construction office throughout the duration of the Project.
- E. Contractor will submit with its Pay Request the required American Iron and Steel Certification (See Attachment A-3) and AIS Tracking Log including De Minimis List.
- F. Contractor shall maintain onsite a folder with required AIS documentation, tracking log and De-Minimis list in hard copy for the duration of construction. AIS documentation shall be submitted to the City with the Pay Request.
- G. Upon completion of Project construction, the Contractor shall submit all AIS documentation (Logs, Certificates, Photo and other documentation) and records to the Owner prior to receipt of final payment.

1.10 PROHIBITION STATEMENT: TRAFFICKING VICTIMS PROTECTION ACT OF 2009

- A. While the contract is in effect, the Contractor and its employees may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor (Section 106 of the Trafficking Victims Protection Act of 2009, as amended).

- B. Contractor shall require the following prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work. If the Contractor or any of its employees is determined to have violated the terms of this section, this contract may be terminated.
 - 1. “All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients’ employees.”

1.11 COMPLIANCE WITH FEDERAL DAVIS BACON PREVAILING WAGES AND RELATED ACTS

- A. Work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The contractor and subcontractors must conform to wage requirements prescribed in the federal Davis-Bacon and Relate Acts. These acts require them to pay laborers and mechanics employed on contracts funded in whole or in part by SRF appropriations in excess of \$2,000, prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment A-6 and an up-to-date wage determination must be included in full into any contract and in any subcontract in excess of \$2,000.
- B. Please refer to Attachment A-7 for the latest Davis Bacon wage determinations (which can also be found at www.wdol.gov).

1.12 DAVIS-BACON ACT RELATIONSHIP TO STATE OF WASHINGTON PREVAILING WAGE REQUIREMENTS

- A. This contract is subject to enforcement by Washington State Department of Labor and Industries (LNI) with regard, specifically but not limited to, the following:
- B. Pursuant to RWC 39.12, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the LNI.
 - 1. Please refer to Attachment A-8 for the latest State of Washington of Labor and Industries prevailing wage rates (which can also be found on LNI’s website (www.lni.wa.gov or [Prevailing Wage Rates](#))).
 - 2. Pursuant to Section 1725.5 of the Labor Code, no contractor or subcontractor may be listed on a bid proposal, or awarded a contract, for public work on a public works project unless registered with the Washington State Department of Labo and Industries.
- C. Contractor shall pay the higher of either state or federal wages for comparable work classifications.

1.13 CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

- A. Contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

- B. Contractor shall provide immediate written notice to State of Washington's Department of Health if at any time it learns that its certification was erroneous when submitted or became erroneous due to changed circumstances.
- C. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- D. Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- E. Contractor further agrees by signing this agreement, that it will include the clause titled, "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. Pursuant to 2CFR180.330, Contractor must ensure that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- G. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or cause DOH to pursue legal remedies, including suspension and debarment.
- H. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DOH on request. The recipient or contractor must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

1.14 DISADVANTAGED BUSINESS ENTERPRISES (40 CFR PART 33 SUBPART C)

- A. Contractor shall comply with the requirements of the U.S. Environmental Protection Agency's Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.
- B. Non-Discrimination Provision (40 CFR Appendix A to Part 33). Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. The contractor's failure to carry out these requirements is a material breach of this contract, which may result in contract termination or other legally available remedies. The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).
- C. **Six Good Faith Efforts (40 CFR Part 33 Subpart C).** Contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the Project, including.

- a. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the full extent practicable through outreach and recruitment activities. For tribal, state and local and government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Information on Qualified Women and Minority business enterprises can be found online at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.
 - b. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for at least 30 calendar days before the bid or proposal closing date.
 - c. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
 - d. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
 - e. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
 - f. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.
2. Additional information on the six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>
 3. Contractor shall retain records documenting compliance with the six good faith efforts throughout the duration of the contract. Contractor shall provide owner documentation of GFE efforts whenever a new subcontractor is added, or a subcontractor replaced.
- D. Fair Share Objective Goal (40 CFR Part 33 Subpart D)
1. Contractor and subcontractor's, with contracts greater than \$250,000, must comply with the requirements of the EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises (40 CFR Part33) in procurement. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation (MBE)	Goals for female participation (WBE)
Construction	10%	6%
Supplies	8%	4%
Equipment	8%	4%
Purchased Service	10%	4%

Note: Only MBEs and WBEs certified by the U.S. EPA, Small Business Administration, Washington State Department of Transportation, or by state, local, tribal or private entities with certification criteria that matches EPA's, can count toward the utilization goal.

- E. Bidders List (40 CFR Part 33 Parts 33.501).
1. All Bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal:
 - a. Entity's name with point of contact;
 - b. Entity's mailing address, telephone number, and e-mail address;
 - c. The procurement on which the entity bid or quoted, and when; and,
 - d. Entity's status as an MBE/WBE or non-MBE/WBE.

1.15 CONTRACT ADMINISTRATION PROVISIONS (40 CFR PART 33.302)

- A. Contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.
- B. Contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
- C. Contractor shall notify the Owner in writing prior to any termination of a DBE subcontractor.
- D. If a DBE subcontractor fails to complete work under the subcontract for any reason, the Contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
- E. Contractor shall employ the six good faith efforts even if the Contractor has achieved its fair share objectives.

1.16 THIRD PARTY BENEFICIARY

- A. Washington State Department of Health Drinking Water State Revolving Fund is providing partial funding for this project. All parties agree that Washington State shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

1.17 PROJECT RECORDS

- A. Contractor and Subcontractors shall maintain separate books, records and other materials relative to Project. Contractor shall submit a copy of all such records to the Owner as a condition for final payment.
- B. Contractor and Subcontractors shall make such books, records, and other material available at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the Owner, the United States Environmental Protection Agency (USEPA), State of Washington Department of Health (DOH), or any authorized representatives of the aforementioned. Contractor and Subcontractors shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. Contractor shall include a similar duty regarding audit, interviews, and records retention in all subcontracts related to the Contract. Obligations under this provision shall survive the expiration or termination of the Contract.

1.18 ACCESS TO THE CONSTRUCTION SITE AND RECORDS

- A. Contractor shall provide Washington State DOH and U.S. EPA personnel safe and full access to the construction site and the right to examine, copy, excerpt or transcribe, at no additional cost, and at all reasonable times, any pertinent documents, papers and records.
- B. Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all Subcontractors maintain auditable records. These project records shall be separate and distinct from the Contractor's other records and accounts.
- C. All such records shall be available to the Owner and to Washington State DOH and USEPA personnel for examination. Contractor must retain all records pertinent to this project for three years after the final audit. These requirements are in addition to any local, city or state record retention requirements.
- D. Environmental Compliance
- E. Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.
- F. Contractor, and all subcontractors at any tier shall comply with all permits and environmental compliance requirements in Article 5 of Division 0 and 01 11 80.

1.19 NEW RESTRICTIONS ON LOBBYING

- A. Federal Lobbying Restrictions (31 U.S.C 1352).** Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110. See Document 00442 – Anti-Lobbying Certification Form to be submitted with the Bid.

1.20 DRUG FREE WORKPLACE REQUIREMENTS (55 FR 21690, 21694, MAY 25, 1990)

- A.** Workplaces under grants, for contractors other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the contractor does not identify the workplaces at the time of application, or upon award, if there is no application, the contractor must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the contractor's drug-free workplace requirements.
- B.** Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio studios).
- C.** If the workplace identified to the board changes during the performance of the grant, the contractor shall inform the board of the change(s), if it previously identified the workplaces in question.

- D. Definitions of terms in the non-procurement suspension and debarment common rule and drug-free workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules: controlled substance means a controlled substance in schedules i through v of the controlled substances act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes; criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; employee means the employee of a contractor directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the contractor's payroll. This definition does not include workers not on the payroll of the contractor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the contractor's payroll; or employees of subrecipients or subcontractors in covered workplaces.
- E. Certification regarding drug-free workplace requirements for alternate (contractors other than individuals).
1. Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about: the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the published statement;
 - d. Notifying the employee in the published statement that, as a condition of employment;
 - e. Under the grant, the employee will abide by the terms of the statement; and
 - f. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - g. Notifying the board in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- h. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
 - 1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the rehabilitation act of 1973, as amended; or
 - 2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

1.21 PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

- A. Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

1.22 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (EFFECTIVE AUGUST 13, 2020)

- A. The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- B. The Act does not prohibit:
1. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

END OF SECTION

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Attachment A-1: Certification of Compliance with SRF Conditions

CERTIFICATION OF COMPLIANCE WITH SRF CONDITIONS

(submit with bid)

This certification relates to the construction contract proposed by the Owner which expects to finance the proposed construction contract with assistance from the State of Washington Department of Health State Revolving Fund loan program supported with funds directly made available by the Department of Health and the United States Environmental Protection Agency. I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the State Revolving Fund Provisions and agree to incorporate the following into the bid and/or contract and subcontractor contracts (as appropriate):

- DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- NEW RESTRICTIONS IN LOBBYING
- CIVIL RIGHTS, NONDISCRIMINATION, and EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES
- AMERICAN IRON AND STEEL PROVISION
- FEDERAL LABOR STANDARDS PROVISIONS: COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS AND STATE OF WASHINGTON PREVAILING WAGE REQUIREMENTS

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

.....
(Name and Title of Authorized Official [Print or Type])

.....
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

.....
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

.....
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

Attachment A-2: Certification of Nonsegregated Facilities

Attachment A-3: American Iron and Steel Provision

Use of American Iron and Steel

American Iron and Steel Certification

ATTACHMENT A-3

AMERICAN IRON AND STEEL PROVISION

USE OF AMERICAN IRON AND STEEL

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the Department of Health approved the engineering plans and specification for the project prior to January 17, 2014.

The contractor acknowledges to and for the benefit of the project owner and Washington State that she or he understands that the Drinking Water State Revolving Loan Fund is paying for the goods and services under this agreement. DWSRF contains provisions, commonly known as "Buy American;" that requires all iron and steel products used in the project be produced in the United States (American Iron and Steel Requirements). The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

The contractor hereby represents and warrants to and for the benefit of the project owner and the state that:

- a) The contractor has reviewed and understands the American Iron and Steel Requirements,
- b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
- c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the project owner or the state.

Notwithstanding any other provisions of this agreement, any failure to comply with this paragraph by the contractor shall permit the project owner or state to recover as damages against the contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the project owner or state resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the state or any damages owed to the state by the project owner). While the contractor has no direct contractual obligation with the state, as a lender to the project owner for the funding of its project, the project owner and the contractor agree that the state is a third-party beneficiary and neither this paragraph nor any other provision of the agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the state.

ATTACHMENT A-3: AMERICAN IRON AND STEEL CERTIFICATION

Washington State Department of Health
DRINKING WATER STATE REVOLVING FUND

AMERICAN Iron and Steel CERTIFICATION

Legal Name:	
Project Name:	
Contract Number:	Reimbursement Voucher Request #

I hereby certify that all of the iron and steel products used and referenced in the attached Reimbursement Voucher for cost reimbursement are in full compliance with the American Iron and Steel requirements as mandated in Part 1: Special Terms and Conditions; Paragraph 1.37 (Municipal Borrowers) or Paragraph 1.42 (Non-municipal Borrowers) of the loan agreement with DOH.

“Iron and steel products” means the following products made primarily of iron and steel; lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials (as defined in Part 1.; 1.1 Definitions).

I further certify that the costs of all of the iron and steel products produced in the United States were incurred while undertaking and administering approved project activities according to Attachment I: Scope of Work and Attachment V: DWSRF Eligible Project Costs of the loan agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment A-4: Notice to Labor Unions or Other Organization of Workers: Non-Discrimination in Employment

ATTACHMENT A-4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and according to Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

The undersigned will post copies of this notice in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor(s))

(Date)

Attachment A-5: Approval of CoV Water Station 14 BABA Project Waiver

Final Determination – Approval of CoV Water Station 14 BABA Project Waiver

March 18, 2024

Dennis E. Hewitt
Contract Manager
Financial Services
Budget Strategies & Forecasting
Washington Dept. of Health

Subject: Build America, Buy America Project Waiver Applicability for the City of Vancouver’s WS14 PFAS Treatment System Project (DWSRF Contract Number DWL28208-0)

Dear Dennis Hewitt:

On November 28, 2023 the City of Vancouver and Brown & Caldwell submitted a request for consideration of coverage of the WS14 PFAS Treatment System Project (Project) under the *Adjustment Period Waiver of Section 70914(a) of P.L. 117-58, Build America/Buy America Act, 2021 for SRF Projects that have Initiated Design Planning and recent Amendment*, as amended by *Amended a Public Interest Waiver of Section 7091(a) of P.L. 117-58, Build America, Buy America Act 2021 for State Revolving Fund and Water Infrastructure Projects that Initiated Design Planning Prior to May 14, 2022*. The Project is funded by the Washington State Department of Health’s Drinking Water State Revolving Fund (DWSRF) Program (Contract Number DWL28208-0). The basis of this request was: 1) The Project is covered under the earlier Adjustment Period waiver as the City of Vancouver had initiated design planning efforts prior to the BABA effective date of May 14, 2022; and 2) the funds were appropriated, and award obligated before the Amendment’s effective date. The complete project BABA waiver request is attached to this letter.

Based on email confirmation on March 14, 2024, Washington State Department of Health has agreed with the position approved of this complete project BABA waiver request. It is our understanding that this project will still need to comply with American Iron & Steel (AIS) requirements but not BABA. This letter and attachments will serve as formal documentation of approval of the coverage of the Project by the SRF Program’s BABA project waiver.

We thank you for your time and consideration of this request for this critical project for the City of Vancouver.

Regards,
Mehrin Selimgir, PE
City of Vancouver - Civil Engineer

Cc: Tyler Clary, PE; City of Vancouver
Lynn Stephens, PE; Brown & Caldwell
Seema Chavan, PE; Brown & Caldwell

Attachments: MS Outlook email correspondence; PFAS Site Planning NTP; Final PFAS Treatment Feasibility Technical Memorandum

Selimgir, Mehrin

From: Selimgir, Mehrin
Sent: Friday, March 15, 2024 8:37 AM
To: 'Hewitt, Dennis (DOH)'
Subject: RE: DWSRF Water Station 14 Follow-up

Hi Dennis – no worries!

Thanks for getting back to me on this and confirming that we are approved for a complete WS14 BABA project waiver. Like you said in your email below, it doesn't sound like there's a formal process for this so I'll just use this email chain as our project documentation of being project BABA waived.

Please let me know if there's any other way you'd prefer to have this documented.

Thanks and Have a great weekend!
Mehrin
P: 360-487-7128

From: Hewitt, Dennis (DOH) <dennis.hewitt@doh.wa.gov>
Sent: Thursday, March 14, 2024 2:09 PM
To: Selimgir, Mehrin <Mehrin.Selimgir@cityofvancouver.us>
Subject: RE: DWSRF Water Station 14 Follow-up

Crud, I must be getting old. The whole time I thought I had communicated with you but it may have been me communicating with myself. We agree with you summation in regards to the BABA waiver. I have been told that there is no formal process like when completing wage determinations. Your project will still fall under American Iron and Steel (AIS) but not BABA. I not commented on this and placed it in your file.

I am so sorry for not getting back to you.....i must be getting old.

Dennis E. Hewitt
Contract Manager
Financial Services
Budget Strategies & Forecasting
Washington State Department of Health
Dennis.hewitt@doh.wa.gov
360-236-3017 | www.doh.wa.gov



From: Selimgir, Mehrin <Mehrin.Selimgir@cityofvancouver.us>
Sent: Friday, March 8, 2024 8:46 AM
To: Hewitt, Dennis (DOH) <dennis.hewitt@doh.wa.gov>
Subject: RE: DWSRF Water Station 14 Follow-up

External Email

Hi Dennis,

Just wanted to follow-up if you had a chance to review our BABA project waiver request – I've attached the original request to this email.

Please let me know your thoughts on this and if you'd like to have a call to discuss further.

Thanks,
Mehrin
P: 360-487-7128

From: Hewitt, Dennis (DOH) <dennis.hewitt@doh.wa.gov>
Sent: Wednesday, February 14, 2024 11:56 AM
To: Selimgir, Mehrin <Mehrin.Selimgir@cityofvancouver.us>
Subject: RE: DWSRF Water Station 14 Follow-up

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Mehrin,

I wanted to get back to you asap on the below questions. I am going to have to pull up the documentation on the BABA waiver to bring me back up to speed.

#1 Your A19 for 68,204.77 was approved by myself on 2/2 and then by fiscal on 2/9 and send to accounting for payment. I have been finding that its taking 5-7 work days for our borrowers to receive finds so you should see \$\$ between the 16th and 21st of February. If you do not see \$\$ by say the 25th, please reach out so I can track it down.

#3 I put forth the amendment on 2/1 and forwarded to fiscal for coding. On 2/13 I was cc'd by fiscal that the amendment correcting the UBI and Fed Tax Id #'s was forwarded to contracting for them to produce the document. Like the above, if you do not see an amendment by the 25th, please let me know.

Working on your BABA question. Remember per the contract, we cannot pay for "stock piled purchases unless there is documented long / long lead times.

Dennis E. Hewitt
Contract Manager
Financial Services
Budget Strategies & Forecasting
Washington State Department of Health
Dennis.hewitt@doh.wa.gov
360-236-3017 | www.doh.wa.gov



From: Selimgir, Mehrin <Mehrin.Selimgir@cityofvancouver.us>
Sent: Tuesday, February 13, 2024 2:33 PM
To: Hewitt, Dennis (DOH) <dennis.hewitt@doh.wa.gov>
Subject: DWSRF Water Station 14 Follow-up

External Email

Hi Dennis,

Hope you're doing well.

I wanted to touch base on some items regarding our Water Station 14 project:

1. Our first reimbursement request was sent earlier this month on 2/1. Please let me know if you have any questions and/or need any additional info to finalize this
2. In parallel with design, we're working on evaluating pre-purchasing options for this project. Can you please advise on the status of the project BABA waiver request I emailed as this can impact our approach to pre-purchasing
3. Any update on the contract amendment? I still haven't seen anything come through my email on this?

Also, just a head's up, I'll be on PTO next week returning to office on Tuesday, Feb 27th.

Please let me know if there's any additional info you need from me on the items above.

Thanks,

Mehrin Selimgir, PE | Civil Engineer

City of Vancouver

Water Engineering Department

Office: 360-487-7128

Email: Mehrin.selimgir@cityofvancouver.us

4500 SE Columbia Way | Vancouver, Washington 98661

cityofvancouver.us



Selimgir, Mehrin

From: Selimgir, Mehrin
Sent: Wednesday, November 29, 2023 3:24 PM
To: Hewitt, Dennis (DOH)
Cc: Seema Chavan; Lynn Stephens
Subject: CoV Water Station 14 - BABA Project Waiver
Attachments: Notice to Proceed - PFAS Site Planning.doc; PFAS Treatment Feasibility TM_FINAL.pdf

Hi Dennis,

Hope you had a great Thanksgiving!

As a follow-up our discussion a week ago, we understand that the requirements of the Build America/Buy America Act (BABA) enacted by Congress as part of the Bipartisan Infrastructure Law (BIL) apply to SRF agreements executed after May 14, 2022. However, we are requesting guidance on feasibility and consideration of coverage of the Project under the *Adjustment Period Waiver of Section 70914(a) of P.L. 117-58, Build America/Buy America Act, 2021 for SRF Projects that have Initiated Design Planning and recent Amendment* to the entire project.

The basis of this request is that the City of Vancouver had initiated design planning efforts prior to the BABA effective date of May 14, 2022.

It's our understanding that EPA adopted a Public Interest Waiver for Build America, Buy America requirements for SRF funded projects which was just recently amended (*Amended a Public Interest Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for State Revolving Fund and Water Infrastructure Projects that Initiated Design Planning prior to May 14, 2022 (November 13, 2023)*). Under the Adjustment period waiver and the Amendment, the use of non-domestic manufactured products and construction materials is permitted for SRF eligible projects that may otherwise be prohibited under the BABA requirements of Section 70914. We understand that the statutory American Iron and Steel requirements will still apply. The final waiver applies to funds expended after the effective date of the final waiver and covers projects for which funding was appropriated in fiscal year 2022 (FY22) and 2023 (FY23). We understand that the recently adopted Amendment (adopted November 13, 2023) narrows the general applicability of the earlier Adjustment Period Waiver to funds obligated to the grant recipient before the effective date of this final waiver if: (i) the project was covered under the earlier Adjustment Period Waiver, and (ii) the award was obligated before this final waiver became effective.

Our thoughts:

1. The Water Station 14 PFAS Treatment Project is covered under the earlier adjustment period waiver since design activities were initiated prior to May 14, 2022.
 - a. Dec 29, 2020 – The City of Vancouver issued a request for qualifications for on-call water system and planning design services which included support for PFAS related studies and planning.
 - b. August 24, 2021 – The City of Vancouver issued a Notice to Proceed to allow work for these on-call services to Brown and Caldwell to complete a PFAS Treatment Feasibility Study
 - c. May 4, 2022 – This PFAS Treatment Feasibility Study was completed which included preliminary design for a PFAS treatment system for Water Station 14 and the development of capital and operations and maintenance cost estimates. The costs developed as part of this engineering study served as the basis for the SRF application and for budgetary planning.
 - d. All the above planning activities were all completed prior to May 14, 2022, the effective date of the Adjustment Period Waiver for SRF programs.
 - e. *A copy of the PFAS Treatment Feasibility Study Technical Memorandum is attached.*

- f. *A copy of the Notice to Proceed letter is attached*

- 2. The funds were appropriated and award obligated before this final waiver became effective.
 - a. We also understand that the funds awarded to the City are from the FY 22 and FY 23 Congressional appropriations.
 - b. October 2022 – The City initiated its State Revolving Fund application process
 - c. February 10, 2023 – DOH issued letter of approval for SRF funding
 - d. October 26, 2023 – DOH transmitted a final funding Agreement (DOH’s obligation of funds) for City signature
 - e. All activities noted above occurred prior to the adoption of the Amended Public Interest Waiver on November 13, 2023

As this project is aimed to meet EPA’s upcoming PFAS MCLs, we are concerned with having delays in project implementation associated with procurement of BABA compliant manufactured and construction materials.

In summary, we request clarification from DOH as to the applicability of the Amended Adjustment Period Waiver of BABA requirements to our Water Station 14 PFAS Treatment System project. If applicable, please advise on what formal documentation will be required to support this request.

Please let me know if you have any questions and if you would like to discuss this further.

Thanks for your help!

Mehrin Selimgir, PE | Civil Engineer
CITY OF VANCOUVER, WASHINGTON
Water Engineering Department
4500 SE Columbia Way | Vancouver, Washington 98661
Email: Mehrin.selimgir@cityofvancouver.us
P: 360-487-7128 |
www.cityofvancouver.us



Attachment A-6: Required Davis Bacon insert

ATTACHMENT A-6

LABOR STANDARDS PROVISIONS

MUNICIPAL BORROWERS

Contract and Subcontract provisions.

(a) The recipient must ensure that subrecipient(s) insert the following clauses in full in any contract in excess of \$2,000 entered for the actual construction, alteration or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from federal funds, or according to guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor at www.dol.gov.

- (ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The state award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the state award official. The state award official will transmit the request, to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the state award official or will notify the state award official within the 30-day period that additional time is necessary.
 - (C) If the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The subrecipient(s), shall upon written request of the EPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the

sub-grant or loan from the state capitalization grant recipient. Such documentation shall be available on request of the state recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the state indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the state or EPA if requested by the EPA, the state, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the state, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the federal agency or state may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a state Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a state Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. If the Office of Apprenticeship Training, Employer and Labor Services, or a state Apprenticeship Agency it recognizes, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits according to the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. IF the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), state, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA award official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any monies

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall, "immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

Attachment A-7: Federal Wages Rates (Davis Bacon) Determinations

Attachment A-8: State of Washington Wage Rate Determinations

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 04/07/2026

Clark County

Trade [▲]	Job Classification [◇]	Wage [◇]	Holiday	Overtime	Note	Ri
Asbestos Abatement Workers	Journey Level	\$62.61	6Z	1M		
Boilermakers	Journey Level	\$77.39	5N	1C		
Brick Mason	Brick Finisher	\$50.38	5A	1B		
Brick Mason	Caulker-Pointer- Cleaner	\$76.59	5A	1B		
Brick Mason	Journey Level	\$76.59	5A	1B		
Building Service Employees	Janitor	\$24.14	6G	1		
Building Service Employees	Shampooer	\$24.14	6G	1		

Building Service Employees	Waxer	\$24.14	6G	1	
Building Service Employees	Window Cleaner	\$31.56	6G	1	
Cabinet Makers (In Shop)	Journey Level	\$17.13		1	
Carpenters	Acoustical Worker	\$71.70	15J	11U	9L
Carpenters	Bridge & Highway Carpenter	\$73.07	15J	11U	9L
Carpenters	Floor Layer And Floor Finishers	\$71.87	15J	11U	9L
Carpenters	General Carpenter	\$71.70	15J	11U	9L
Carpenters	Scaffold/Shoring Erecting & Dismantling	\$71.70	15J	11U	9L
Carpenters	Stationary Power Saw	\$71.87	15J	11U	9L
Cement Masons	Journey Level	\$68.44	7E	1H	
Divers & Tenders	Assistant Tender	\$79.35	15J	11T	9I
Divers & Tenders	Bell/Vehicle or Submersible Operator Not Under Pressure	\$128.93	15J	11T	9I
Divers & Tenders	Dive Master	\$98.29	15J	11T	9I
Divers & Tenders	Dive Supervisor	\$130.43	15J	11T	9I

Divers & Tenders	Diver Diving	\$128.93	15J	11T	9I
Divers & Tenders	Diver Tender	\$84.92	15J	11T	9I
Divers & Tenders	Divers Including Stand-By Diver	\$93.29	15J	11T	9I
Divers & Tenders	Manifold Operator	\$89.92	15J	11T	9I
Divers & Tenders	Manifold Operator Mixed Gas	\$90.92	15J	11T	9I
Divers & Tenders	ROV Operator	\$84.92	15J	11T	9I
Divers & Tenders	ROV Tender/Technician	\$79.35	15J	11T	9I
Dredge Workers	Assistant Engineer	\$72.54	5D	1N	8D
Dredge Workers	Assistant Mate (deckhand)	\$67.18	5D	1N	8D
Dredge Workers	Boatman (licensed)	\$72.54	5D	1N	8D
Dredge Workers	Fill Equipment Operator	\$69.88	5D	1N	8D
Dredge Workers	Fireman	\$71.05	5D	1N	8D
Dredge Workers	Leverman (hydraulic & Clamshell)	\$75.70	5D	1N	8D
Dredge Workers	Mate	\$72.54	5D	1N	8D
Dredge Workers	Oiler	\$67.18	5D	1N	8D

Dredge Workers	Tenderman (boatman Attending Dredge Plant)	\$71.05	5D	1N	8D
Dredge Workers	Welder	\$72.54	5D	1N	8D
Drywall Applicator	Journey Level	\$71.80	5A	1B	
Drywall Tapers	Journey Level	\$69.95	7E	1E	
Electrical Fixture Maintenance Workers	Journey Level	\$26.96		1	
Electricians - Inside	Journey Level	\$99.74	5A	1B	
Electricians - Inside	Journeyman, Welder	\$106.48	5A	1B	
Electricians - Motor Shop	Craftsman	\$17.13		1	
Electricians - Motor Shop	Journey Level	\$17.13		1	
Electricians - Powerline Construction	Cable Splicer	\$107.31	5A	4D	
Electricians - Powerline Construction	Certified Line Welder	\$98.45	5A	4D	
Electricians - Powerline Construction	Groundperson	\$61.75	5A	4D	
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$98.45	5A	4D	
Electricians - Powerline Construction	Journey Level Lineperson	\$98.45	5A	4D	

Electricians - Powerline Construction	Line Equipment Operator	\$84.18	5A	4D	
Electricians - Powerline Construction	Meter Installer	\$61.75	5A	4D	8W
Electricians - Powerline Construction	Pole Sprayer	\$98.45	5A	4D	
Electricians - Powerline Construction	Powderperson	\$72.81	5A	4D	
Electronic Technicians	Journey Level	\$83.46	5A	1B	
Elevator Constructors	Mechanic	\$119.67	5N	4A	
Elevator Constructors	Mechanic In Charge	\$129.52	5N	4A	
Fabricated Precast Concrete Products	Journey Level	\$17.13		1	
Fabricated Precast Concrete Products	Journey Level - In- Factory Work Only	\$17.13		1	
Fence Erectors	Fence Erector	\$57.51	6Z	1M	8S
Fence Erectors	Fence Laborer	\$57.51	6Z	1M	8S
Flaggers	Journey Level	\$57.51	6Z	1M	8S
Glaziers	Journey Level	\$76.71	7I	11K	
Heat & Frost Insulators And Asbestos Workers	Mechanic	\$87.79	5N	1F	

Heating Equipment Mechanics	Mechanic	\$89.67	5A	1B
Hod Carriers & Mason Tenders	Journey Level	\$65.23	5D	1B
Industrial Power Vacuum Cleaner	Journey Level	\$18.50		1
Inland Boatmen	Boat Operator	\$71.28	5B	1K
Inland Boatmen	Cook	\$69.70	5B	1K
Inland Boatmen	Deckhand	\$70.00	5B	1K
Inland Boatmen	Deckhand Engineer	\$69.55	5B	1K
Inland Boatmen	Launch Operator	\$71.23	5B	1K
Inland Boatmen	Mate	\$89.12	5B	1K
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$17.13		1
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$17.13		1
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$17.13		1

Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Technician	\$17.39		1	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Tv Truck Operator	\$17.13		1	
By Remote Control					
Insulation Applicators	Journey Level	\$71.87	15J	11U	9L
Ironworkers	Journey Level	\$85.13	15K	11N	
Laborers	Anchor Machines	\$62.61	6Z	1M	
Laborers	Application (Including Pot Power Tender For Same), Applying Protective Material By Hand Or Nozzle On Utility Lines Or Storage Tanks On Project	\$61.96	6Z	1M	
Laborers	Asbestos Removal	\$62.61	6Z	1M	
Laborers	Asphalt Plant Laborers	\$61.10	6Z	1M	
Laborers	Asphalt Raker	\$63.17	6Z	1M	
Laborers	Asphalt Spreaders	\$61.10	6Z	1M	
Laborers	Ballast Regulators	\$62.61	6Z	1M	

Laborers	Batch Weighman	\$61.10	6Z	1M
Laborers	Bit Grinder	\$62.61	6Z	1M
Laborers	Brick Pavers (Dry)	\$61.10	6Z	1M
Laborers	Broomers	\$61.10	6Z	1M
Laborers	Brush (Power Saw)	\$61.96	6Z	1M
Laborers	Brush Burners And Cutters	\$61.10	6Z	1M
Laborers	Burners	\$61.96	6Z	1M
Laborers	Car And Truck Loaders	\$61.10	6Z	1M
Laborers	Carpenter Tender	\$61.10	6Z	1M
Laborers	Change-house Man Or Dry Shack Man	\$61.10	6Z	1M
Laborers	Chipping Guns	\$61.96	6Z	1M
Laborers	Choker Setters	\$61.10	6Z	1M
Laborers	Choker Splicer	\$61.96	6Z	1M
Laborers	Chuck Tender	\$61.96	6Z	1M
Laborers	Clary Power Spreader And Similar Types	\$61.96	6Z	1M
Laborers	Clean Up Laborers	\$61.10	6Z	1M

Laborers	Clean-up Nozzleman- Green-Cutter (Concrete Rock, Etc.)	\$61.96	6Z	1M	
Laborers	Concrete Crew, Bull Gang	\$61.96	6Z	1M	
Laborers	Concrete Laborers	\$61.96	6Z	1M	
Laborers	Concrete Nozzlemen	\$63.17	6Z	1M	
Laborers	Concrete Power Buggyman	\$61.96	6Z	1M	
Laborers	Concrete Saw Operator	\$62.61	6Z	1M	
Laborers	Concrete Saw Operator (Walls)	\$63.17	6Z	1M	
Laborers	Confined Space / Hole Watch	\$57.51	6Z	1M	8S
Laborers	Crusher Feeder	\$61.96	6Z	1M	
Laborers	Curing, Concrete	\$61.10	6Z	1M	
Laborers	Demolition And Wrecking Charred Materials	\$61.96	6Z	1M	
Laborers	Demolition, Wrecking And Moving Laborers	\$61.10	6Z	1M	
Laborers	Drill Doctor	\$62.61	6Z	1M	

Laborers	Drill Operators, Air Tracks, Cat Drills, Wagon Drills, Rubber- mounted Drills And Other Similar Types, Including At Crusher Plants	\$63.17	6Z	1M	
Laborers	Dry Pack Machine	\$61.96	6Z	1M	
Laborers	Dry Stack Walls	\$61.10	6Z	1M	
Laborers	Dumpers, Road Oiling Crew	\$61.10	6Z	1M	
Laborers	Dumpmen (for Grading Crew)	\$61.10	6Z	1M	
Laborers	Elevator Feeders	\$61.10	6Z	1M	
Laborers	Erosion Control Specialist	\$61.10	6Z	1M	
Laborers	Final Clean-up	\$57.51	6Z	1M	8S
Laborers	Fine Graders	\$61.10	6Z	1M	
Laborers	Fire Watch	\$57.51	6Z	1M	8S
Laborers	Form Strippers (Not Swinging Stages)	\$61.10	6Z	1M	
Laborers	General Laborer	\$61.10	6Z	1M	
Laborers	Grade Checker	\$63.17	6Z	1M	

Laborers	Guard Rail, Median Rail, Reference Post Guide Post, Right-of- way Marker	\$61.10	6Z	1M
Laborers	Gunite Nozzleman	\$63.17	6Z	1M
Laborers	Gunite Nozzleman Tender	\$61.96	6Z	1M
Laborers	Gunite or Sand Blasting Pot Tender	\$61.96	6Z	1M
Laborers	Hand Placed Sand Blasting (Wet)	\$61.96	6Z	1M
Laborers	Handlers Or Mixers Of All Materials Of An Irritating Nature (Including Cement & Lime)	\$61.96	6Z	1M
Laborers	Hazardous Waste Worker	\$62.61	6Z	1M
Laborers	High Scalers, Strippers & Drillers (covers work in swinging stages, chairs or belts under extreme conditions unusual to normal drilling, blasting, barring down or	\$63.17	6Z	1M

slopping and
stripping

Laborers	Laser Beam	\$63.17	6Z	1M
Laborers	Laser Beam (Pipe Laying) - Applicable When Employee Assigned To Move, Set Up, Align	\$63.17	6Z	1M
Laborers	Laser Beam (Tunnel) - Applicable When Employee Assigned To Move, Set Up, Align	\$63.17	6Z	1M
Laborers	Lead Abatement	\$62.61	6Z	1M
Laborers	Leverman Or Aggregate Spreaders (Flaherty And Similar Types)	\$61.10	6Z	1M
Laborers	Loading Spotters	\$61.10	6Z	1M
Laborers	Loop Installation	\$63.17	6Z	1M
Laborers	Manhole Building	\$62.61	6Z	1M
Laborers	Material Yard Man	\$61.10	6Z	1M
Laborers	Miner - Tunnel	\$63.17	6Z	1M

Laborers	Mold Remediation Or Removal	\$62.61	6Z	1M	
Laborers	Nippers And Timbermen	\$62.61	6Z	1M	
Laborers	Nuclear Plant Workers - Lead Shield, Power Saw Operators (Bucking & Falling)	\$62.61	6Z	1M	
Laborers	Pilot Car	\$57.51	6Z	1M	8S
Laborers	Pipe Doping & Wrapping	\$61.96	6Z	1M	
Laborers	Pipe Layer All Types	\$63.17	6Z	1M	
Laborers	Pittsburgh Chipper Operator Or Similar Types	\$61.10	6Z	1M	
Laborers	Post Hold Digger, Air, Gas Or Electric	\$61.96	6Z	1M	
Laborers	Powderman - Tunnel	\$63.17	6Z	1M	
Laborers	Powderman Tender	\$61.10	6Z	1M	
Laborers	Power Jacks	\$62.61	6Z	1M	
Laborers	Pressure Washer	\$61.96	6Z	1M	

Laborers	Railroad Track Laborers	\$61.10	6Z	1M
Laborers	Ribbon Setter, Head	\$61.96	6Z	1M
Laborers	Ribbon Setters (Including Steel Forms)	\$61.10	6Z	1M
Laborers	Rigger/Signalperson	\$61.10	6Z	1M
Laborers	Rip Rap Man (Hand Packed)	\$61.10	6Z	1M
Laborers	Rip Rap Man (Head)	\$61.96	6Z	1M
Laborers	Road Pump Tender	\$61.10	6Z	1M
Laborers	Sand Blasting (Dry)	\$62.61	6Z	1M
Laborers	Scaffold Tender	\$61.10	6Z	1M
Laborers	Sewer Labor	\$61.10	6Z	1M
Laborers	Sewer Timbermen	\$62.61	6Z	1M
Laborers	Signalman	\$61.10	6Z	1M
Laborers	Skipman	\$61.10	6Z	1M
Laborers	Slopers	\$61.10	6Z	1M
Laborers	Spraymen	\$61.10	6Z	1M

Laborers	Stake Chaser	\$61.10	6Z	1M
Laborers	Stake-setter	\$61.96	6Z	1M
Laborers	Stockpiler	\$61.10	6Z	1M
Laborers	Tampers	\$61.96	6Z	1M
Laborers	Tie Back Shoring	\$61.96	6Z	1M
Laborers	Timber Faller And Bucker (Hand Labor)	\$61.10	6Z	1M
Laborers	Tool Operators - Jackhammer	\$61.96	6Z	1M
Laborers	Tool Operators - Paving Breakers	\$61.96	6Z	1M
Laborers	Toolroom Man (At Job Site)	\$61.10	6Z	1M
Laborers	Track Liners	\$62.61	6Z	1M
Laborers	Traffic Control Laborer	\$61.10	6Z	1M
Laborers	Traffic Control Supervisor	\$61.96	6Z	1M
Laborers	Traffic Control Supervisor	\$61.96	6Z	1M
Laborers	Truck Mounted Attenuator	\$61.10	6Z	1M

Laborers	Tugger Operator	\$62.61	6Z	1M	
Laborers	Tunnel Bullgang (Above Ground)	\$63.17	6Z	1M	
Laborers	Tunnel Chuck Tenders	\$63.17	6Z	1M	
Laborers	Tunnel Motorman - Dinky Locomotive	\$63.17	6Z	1M	
Laborers	Tunnel Muckers, Brakemen	\$63.17	6Z	1M	
Laborers	Tunnel Shield Operator	\$63.17	6Z	1M	
Laborers	Vibrating Screed	\$63.17	6Z	1M	
Laborers	Vibrators (All Types)	\$63.17	6Z	1M	
Laborers	Water Blaster	\$62.61	6Z	1M	
Laborers	Weight-Man-Crusher (Aggregate When Used)	\$61.10	6Z	1M	
Laborers	Welder	\$62.61	6Z	1M	
Laborers - Underground Sewer & Water	General Laborer and Topman	\$63.17	6Z	1M	
Landscape Construction	Landscape Operator	\$68.46	7B	4G	8U
Landscape Construction	Landscaping or Planting Laborer	\$49.42	6Z	1M	8T

Landscape Maintenance	Groundskeeper	\$17.13		1	
Lathers	Journey Level	\$71.80	5A	1B	
Marble Setters	Journey Level	\$77.59	5A	1B	
Metal Fabrication (In Shop)	Fitter	\$43.03	6H	1E	
Metal Fabrication (In Shop)	Laborer	\$31.76	6H	1E	
Metal Fabrication (In Shop)	Layrout	\$47.96	6H	1E	
Metal Fabrication (In Shop)	Machine Operator	\$43.43	6H	1E	
Metal Fabrication (In Shop)	Painter	\$40.73	6H	1E	
Metal Fabrication (In Shop)	Welder	\$43.03	6H	1E	
Millwright	Journey Level	\$84.40	5A	1B	
Modular Buildings	Journey Level	\$17.13		1	
Painters	Bridge Painter	\$63.95	7E	11L	
Painters	Commercial Painter	\$54.86	7E	11L	
Painters	Industrial Painter	\$57.06	7E	11L	9F
Pile Driver	Journey Level	\$73.07	15J	11U	9L
Plasterers	Journey Level	\$64.24	5H	1E	
Playground & Park Equipment Installers	Journey Level	\$17.13		1	

Plumbers & Pipefitters	Journey Level	\$99.52	5Z	10	
Power Equipment Operators	Air Filtration Equipment(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Asphalt, Extrusion Machine Operator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Asphalt, Paver (screed Man Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Asphalt, Pugmill (any Type)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Asphalt, Raker(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Asphalt, Roller (any Asphalt Mix)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler	\$69.70	7B	4G	8U

	Under 8 Ft Lateral Cut(group 4)				
Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Asphalt, Screed(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Auger Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Back Filling Machine (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000	\$69.70	7B	4G	8U

	Lbs. With Any Attachments(group 4)				
Power Equipment Operators	Band Wagons (in Conjunction With Whell Excavator) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Bell Man (any Type Of Comunication)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Blade Any Type(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Blade, Robotic(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Boatman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Boatman, Licensed(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Bobcat, Skid Steer (< 1yd)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Boring Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Broom Self-propelled, Construction Job Site(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Bulldozer Over 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Bulldozer Robotic Equipment(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Cable-plow (any Type)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Cableway 25 Ton & Over(group 2)	\$74.18	7B	4G	8U

Power Equipment Operators	Cableway Up To 25 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Canal Trimmer (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Cat Drill (john Henry) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Cement Pump(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Challenger(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Chip Spreading Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Chippers (asst To Engineer If Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Churn Drill & Earth Boring Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compactor Self Propelled Without Blade(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Compactor With Blade Self Propelled(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compactor, Multi- engine(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compactor, Robotic(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	\$76.09	7B	4G	8U
Power Equipment Operators	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Concrete Batch Plant Quality Control(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Concrete Breaker (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Concrete Curing Machine (riding Type) (group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Concrete Diamond Head Profiler(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Concrete Paving Road Mixer(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete Planer(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete Saw(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	\$74.18	7B	4G	8U

Power Equipment Operators	Concrete, Combination Mixer & Compressor Operator, Gunite Work(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Finishing Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Grout Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete, Grouting Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Joint Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Mixer Mobile(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete, Mixer Single Drum Any Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Concrete, Placing Boom(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Pump Truck(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Pump(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Pumpcrete Operator (any Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Spreader(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Telebelt(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Conveyor Operator Or Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Conveyored Material Hauler(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Carry Deck(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Chicago Boom & Similar Types(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Floating 250 Ton And Over (asst To Engineer And	\$78.25	7B	4G	8U

Deckhand Required)
(group 1)

Power Equipment Operators	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required(group 2)	\$74.18	7B	4G	8U
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Power Equipment Operators	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel- electric Engineer Required)(group 4)	\$69.70	7B	4G	8U
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Power Equipment Operators	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$76.09	7B	4G	8U
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Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$74.18	7B	4G	8U
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Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$73.03	7B	4G	8U
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Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or	\$76.09	7B	4G	8U
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Tower Attachment (group 1)					
Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	\$78.25	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic Crane 400 Ton And Over(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic Under 50 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$78.25	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 300 Ton Through	\$78.25	7B	4G	8U

399 Ton(group 1)					
Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom Under 50 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom, 90 Ton Through 199	\$76.09	7B	4G	8U

	Ton With Over 200' Boom (group 1)				
Power Equipment Operators	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required)(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Tugger(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Crane, Whirley 90 Ton And Over (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Whirley Under 90 Ton(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crusher Feederman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Crusher Oiler(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators	Crusher Plant(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Deckhand(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Derrick Operator Under 100 Ton (two Operators Required When Swing Control Is Remote From Hoist)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Diesel-electric Engineer (plant Or Floating)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Directional Drill Over 20,000 Lbs Pullback(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Drill Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Drill Cat Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Drill Directional Type Less Than 20,000 Lbs Pullback(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Drill Doctor And/or (bit Grinder)(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Drill Mud Mixer(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Drill Oscillator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Drill, Directinal Locator(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Elevating Loader Operator (any Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Elevator To Move Personnel Or Materials(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Excavator Operator, Over 20,000 Lbs	\$69.70	7B	4G	8U

	Through 80,000 Lbs(group 4)				
Power Equipment Operators	Excavator Operator, Over 130,000 Lbs(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Fireman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required) (group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Fork Lift(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Fork Lift, Over 10 Ton Or Robotic(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Generator Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Grade Checker(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Grade Setter / Layout From Plans(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Grade-all(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Guardrail Machines, I.e. Punch, Auger, Etc. (group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Guardrail Punch Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Hammer Operator (pile Driver)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Heavy Duty Repairman Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Heavy Equipment Robotics Operator Or Mechanic(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Helicopter Hoist(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Helicopter Radioman (ground)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Helicopter When Used In Erecting Workcrane(group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Hoist Operator, Single Drum(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Hoist, 2 Drums Or More(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Hydraulic Backhoe Wheel Type (any Make)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Hydraulic Pipe Press(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Hydro Axe (loader Mounted Or Similar Type)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Hydrostatic Pump Operator(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Internal Full Slab Vibrator Operator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Jack Operator, Elevating Barges, Barge Operator, Self- unloading (asst To Engineer Required) (group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Laser Screed(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Lattice Boom Crane 400 Ton And Over(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Lime Spreader, Construction Job Site(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Loaders, 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Log Skidders(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Master Environmental	\$74.18	7B	4G	8U

Maintenance

Mechanic(group 2)

Power Equipment Operators	Material Handler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Mechanic, Heavy Duty(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Parts Man (tool Room)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Pavement Grinder And Or Grooving Machine (riding Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Pipe, Cast In Place Pipe Laying Machine(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Plant Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Pump (any Power) (group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Pump Operator, More Than 5 Pumps (any Size)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, Ballast Tamper Multi-purpose(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Rail, Brakeman, Switchman, Motorman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Rail, Car Mover(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, Clip Applicator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, High Rail Self Loader Truck(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, Lo-railer(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, Shuttle Car Operator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, Speedswing(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Rail, Switchman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Rail, Track Liner(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Remote Controlled Earth Moving Equipment(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Rigger(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Roller Grading (not Asphalt)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Rubber-tired Dozers And Pushers(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Scraper All Types(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Service Oiler (greaser)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Side-boom(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Skip Loader, Drag Box(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Stump Grinder (loader Mounted Or Similar Type)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Surface Heater And Planer(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Sweeper Self-propelled, Construction Job Site(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Tar Pot Fireman (power Agitated) Or Not(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck Crane Oiler- driver(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Truck, All Terrain Or Track Type(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Barrel Type(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Boom(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Offroad Trucks, Articulated And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Truck, Vacuum(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Water(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Tub Grinder(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Boring Machine Mechanic(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Boring Machine(group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Tunnel Segment Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Separation Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Shaef Loader(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel, Locomotive, Dinkey(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Tunnel, Micro Boring Tunnel Machine(group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Tunnel, Mucking Machine(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel, Power Jumbo Setting Slip Forms,	\$68.46	7B	4G	8U

Etc.(group 5)					
Power Equipment Operators	Tunnel, Shield Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Underwater Equipment, Remote Or Otherwise(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Vacuum Blasting Machine Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Water Pulls, Water Wagon(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Welder's Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Welder; Heavy Duty, Certified Or Not(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Welding Machine(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Wheel Excavation Any Size (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U

Power Equipment Operators	Wire Mat Or Brooming Machine(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Air Filtration Equipment(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Extrusion Machine Operator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Paver (screed Man Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Pugmill (any Type)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Raker(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Asphalt, Roller (any Asphalt Mix)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Screed(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Auger Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$74.18	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Back Filling Machine (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Band Wagons (in Conjunction With Whell Excavator) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Bell Man (any Type Of Comunication)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Blade Any Type(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Blade, Robotic(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Boatman(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Boatman, Licensed(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Bobcat, Skid Steer (< 1yd)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Boring Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Broom Self- propelled, Construction Job Site(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground	Bulldozer Over 70,000 Lbs Up To	\$73.03	7B	4G	8U

Sewer & Water	And Including 120,000 Lbs(group 3)				
Power Equipment Operators- Underground Sewer & Water	Bulldozer Over 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Bulldozer Robotic Equipment(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cable-plow (any Type)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cableway 25 Ton & Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cableway Up To 25 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Canal Trimmer (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cat Drill (john Henry) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cement Pump(group 5)	\$68.46	7B	4G	8U

Power Equipment					
Operators- Underground	Challenger(group 4)	\$69.70	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Chip Spreading	\$68.46	7B	4G	8U
Sewer & Water	Machine(group 5)				
Power Equipment					
Operators- Underground	Chippers (asst To	\$69.70	7B	4G	8U
Sewer & Water	Engineer If Required)				
	(group 4)				
Power Equipment					
Operators- Underground	Churn Drill & Earth	\$68.46	7B	4G	8U
Sewer & Water	Boring				
	Machine(group 5)				
Power Equipment					
Operators- Underground	Combination Heavy	\$69.70	7B	4G	8U
Sewer & Water	Duty Mechanic-				
	welder, When				
	Required To Do				
	Both(group 4)				
Power Equipment					
Operators- Underground	Compactor Self	\$68.46	7B	4G	8U
Sewer & Water	Propelled Without				
	Blade(group 5)				
Power Equipment					
Operators- Underground	Compactor With	\$69.70	7B	4G	8U
Sewer & Water	Blade Self				
	Propelled(group 4)				
Power Equipment					
Operators- Underground	Compactor, Multi-	\$69.70	7B	4G	8U
Sewer & Water	engine(group 4)				

Power Equipment Operators- Underground Sewer & Water	Compactor, Robotic(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	\$76.09	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Batch Plant Quality Control(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Breaker (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Curing Machine (riding Type) (group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Diamond Head Profiler(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Paving Road Mixer(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Planer(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Saw(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Combination Mixer & Compressor Operator, Gunite Work(group 5)	\$68.46	7B	4G	8U

Power Equipment	Concrete, Curb Machine Mechanical				
Operators- Underground Sewer & Water	Berm, Curb And/or Curb And Gutter(group 5)	\$68.46	7B	4G	8U
Power Equipment	Concrete, Finishing Machine(group 5)	\$68.46	7B	4G	8U
Operators- Underground Sewer & Water					
Power Equipment	Concrete, Grout Plant(group 4)	\$69.70	7B	4G	8U
Operators- Underground Sewer & Water					
Power Equipment	Concrete, Grouting Machine(group 5)	\$68.46	7B	4G	8U
Operators- Underground Sewer & Water					
Power Equipment	Concrete, Joint Machine(group 5)	\$68.46	7B	4G	8U
Operators- Underground Sewer & Water					
Power Equipment	Concrete, Mixer Mobile(group 4)	\$69.70	7B	4G	8U
Operators- Underground Sewer & Water					
Power Equipment	Concrete, Mixer Single Drum Any Capacity(group 5)	\$68.46	7B	4G	8U
Operators- Underground Sewer & Water					
Power Equipment	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	\$68.46	7B	4G	8U
Operators- Underground Sewer & Water					

Power Equipment Operators- Underground Sewer & Water	Concrete, Placing Boom(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Pump Truck(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Pump(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Pumpcrete Operator (any Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Spreader(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Telebelt(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Conveyor Operator Or Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Conveyored Material Hauler(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Carry Deck(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Chicago Boom & Similar Types(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Floating 150 Ton But Less Than 250 Ton (asst To	\$76.09	7B	4G	8U

	Engineer Required) (group 1)				
Power Equipment Operators- Underground Sewer & Water	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required) (group 1)	\$78.25	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel- electric Engineer Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$74.18	7B	4G	8U

Power Equipment	Crane, Hydraulic 50				
Operators- Underground	Ton Through 89	\$73.03	7B	4G	8U
Sewer & Water	Tons(group 3)				
Power Equipment	Crane, Hydraulic 90				
Operators- Underground	Ton Through 199 Ton	\$76.09	7B	4G	8U
Sewer & Water	With Luffing Or Tower Attachment (group 1)				
Power Equipment	Crane, Hydraulic 90				
Operators- Underground	Ton Through 199	\$74.18	7B	4G	8U
Sewer & Water	Ton(group 2)				
Power Equipment	Crane, Hydraulic				
Operators- Underground	Crane 200 Ton	\$78.25	7B	4G	8U
Sewer & Water	Through 300 Ton With Luffing Or Tower Attachment(group 1)				
Power Equipment	Crane, Hydraulic				
Operators- Underground	Crane 400 Ton And	\$80.41	7B	4G	8U
Sewer & Water	Over(group 1)				
Power Equipment	Crane, Hydraulic				
Operators- Underground	Crane Over 300 Ton	\$80.41	7B	4G	8U
Sewer & Water	Through 399 Ton With Luffer Or Tower Attachment(group 1)				
Power Equipment	Crane, Hydraulic				
Operators- Underground	Under 50 Ton(group	\$69.70	7B	4G	8U
Sewer & Water	4)				

Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$78.25	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	\$78.25	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom Under 50 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground	Crane, Lattice Boom, 200 Ton Through	\$76.09	7B	4G	8U

Sewer & Water	299 Ton With 200' Boom Or Less (group 1)				
Power Equipment Operators- Underground Sewer & Water	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required)(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Tugger(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Whirley 90 Ton And Over (group 1)	\$76.09	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Crane, Whirley Under 90 Ton(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crusher Feederman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crusher Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crusher Plant(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Deckhand(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Derrick Operator Under 100 Ton (two Operators Required When Swing Control Is Remote From Hoist)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Diesel-electric Engineer (plant Or Floating)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Directional Drill Over 20,000 Lbs Pullback(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Drill Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Drill Cat Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Drill Directional Type Less Than 20,000 Lbs Pullback(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Drill Doctor And/or (bit Grinder)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Drill Mud Mixer(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Drill Oscillator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Drill, Directinal Locator(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground	Elevating Grader Operator, Tractor	\$68.46	7B	4G	8U

Sewer & Water	Towed Requiring Operator Or Grader(group 5)				
Power Equipment Operators- Underground Sewer & Water	Elevating Loader Operator (any Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Elevator To Move Personnel Or Materials(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Excavator Operator, Over 130,000 Lbs(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Fireman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required) (group 1)	\$80.41	7B	4G	8U

Power Equipment					
Operators- Underground	Fork Lift(group 6)	\$65.24	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Fork Lift, Over 10 Ton Or Robotic(group 5)	\$68.46	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Generator Operator(group 4)	\$69.70	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Grade Checker(group 6)	\$65.24	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Grade Setter / Layout From Plans(group 4)	\$69.70	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Grade-all(group 4)	\$69.70	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Guardrail Machines, I.e. Punch, Auger, Etc. (group 4)	\$69.70	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Guardrail Punch Oiler(group 6)	\$65.24	7B	4G	8U
Sewer & Water					
Power Equipment					
Operators- Underground	Hammer Operator (pile Driver)(group 4)	\$69.70	7B	4G	8U
Sewer & Water					

Power Equipment	Heavy Duty				
Operators- Underground	Repairman	\$65.24	7B	4G	8U
Sewer & Water	Assistant(group 6)				
Power Equipment	Heavy Equipment				
Operators- Underground	Robotics Operator Or	\$74.18	7B	4G	8U
Sewer & Water	Mechanic(group 2)				
Power Equipment	Helicopter				
Operators- Underground	Hoist(group 5)	\$68.46	7B	4G	8U
Sewer & Water					
Power Equipment	Helicopter Radioman				
Operators- Underground	(ground)(group 6)	\$65.24	7B	4G	8U
Sewer & Water					
Power Equipment	Helicopter When				
Operators- Underground	Used In Erecting	\$76.09	7B	4G	8U
Sewer & Water	Workcrane(group 1)				
Power Equipment	Hoist Operator,				
Operators- Underground	Single Drum(group 5)	\$68.46	7B	4G	8U
Sewer & Water					
Power Equipment	Hoist, 2 Drums Or				
Operators- Underground	More(group 4)	\$69.70	7B	4G	8U
Sewer & Water					
Power Equipment	Hoist, Stiff Leg, Guy				
Operators- Underground	Derrick Or Similar	\$69.70	7B	4G	8U
Sewer & Water	Type, 50 Ton And Over(group 4)				

Power Equipment Operators- Underground Sewer & Water	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Hydraulic Backhoe Wheel Type (any Make)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Hydraulic Pipe Press(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Hydro Axe (loader Mounted Or Similar Type)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Hydrostatic Pump Operator(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Internal Full Slab Vibrator Operator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Jack Operator, Elevating Barges, Barge Operator, Self- unloading (asst To Engineer Required) (group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Laser Screed(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Lattice Boom Crane 400 Ton And Over(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Lime Spreader, Construction Job Site(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Loaders, 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Log Skidders(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Master Environmental Maintenance Mechanic(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Material Handler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Mechanic, Heavy Duty(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Parts Man (tool Room)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Pavement Grinder And Or Grooving Machine (riding Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Pipe, Cast In Place Pipe Laying Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Plant Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Pump (any Power) (group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Pump Operator, More Than 5 Pumps (any Size)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Ballast Tamper Multi-purpose(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Brakeman, Switchman, Motorman(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Rail, Car Mover(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Clip Applicator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, High Rail Self Loader Truck(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Lo-railer(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Shuttle Car Operator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Speedswing(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Switchman(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rail, Track Liner(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Remote Controlled Earth Moving Equipment(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rigger(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Roller Grading (not Asphalt)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Rubber-tired Dozers And Pushers(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Scraper All Types(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Service Oiler (greaser)(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Side-boom(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Skip Loader, Drag Box(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Stump Grinder (loader Mounted Or Similar Type)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Surface Heater And Planer(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Sweeper Self- propelled, Construction Job Site(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tar Pot Fireman (power Agitated) Or Not(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground	Tractor, Rubber-tired Over 50 Hp	\$69.70	7B	4G	8U

Sewer & Water	Flywheel(group 4)				
Power Equipment Operators- Underground Sewer & Water	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler- driver(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Truck, All Terrain Or Track Type(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Truck, Barrel Type(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Truck, Boom(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Truck, Offroad Trucks, Articulated	\$68.46	7B	4G	8U

And Non-articulated
Trucks(group 5)

Power Equipment Operators- Underground Sewer & Water	Truck, Vacuum(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Truck, Water(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tub Grinder(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel Boring Machine Mechanic(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel Boring Machine(group 1)	\$76.09	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel Segment Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel Separation Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel Shaef Loader(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Tunnel, Locomotive, Dinkey(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel, Micro Boring Tunnel Machine(group 1)	\$76.09	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel, Mucking Machine(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Tunnel, Shield Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Underwater Equipment, Remote Or Otherwise(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Vacuum Blasting Machine Operator(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Water Pulls, Water Wagon(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Welder's Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Welder; Heavy Duty, Certified Or Not(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Welding Machine(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Wheel Excavation Any Size (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Wire Mat Or Brooming Machine(group 6)	\$65.24	7B	4G	8U
Power Line Clearance Tree Trimmers	Groundman	\$33.83	7E	4A	
Power Line Clearance Tree Trimmers	Journey Level in Charge	\$57.79	7E	4A	
Power Line Clearance Tree Trimmers	Spray Person	\$51.98	7E	4A	
Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.79	7E	4A	

Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.98	7E	4A
Refrigeration & Air Conditioning Mechanics	Journey Level	\$99.52	5Z	10
Residential Brick Mason	Journey Level	\$29.27		1
Residential Carpenters	Journey Level	\$40.93		1
Residential Cement Masons	Journey Level	\$68.44	7E	1H
Residential Drywall Applicators	Journey Level	\$31.21		1
Residential Drywall Tapers	Journey Level	\$31.48		1
Residential Electricians	Journey Level	\$38.76		1
Residential Glaziers	Journey Level	\$49.60		1
Residential Insulation Applicators	Journey Level	\$29.82		1
Residential Laborers	Journey Level	\$38.63		1
Residential Marble Setters	Journey Level	\$22.73		1
Residential Painters	Journey Level	\$30.66		1
Residential Plumbers & Pipefitters	Journey Level	\$41.84		1
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$27.13		1

Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$61.42	5A	1B
Residential Soft Floor Layers	Journey Level	\$24.54		1
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$55.64		1
Residential Stone Masons	Journey Level	\$35.66		1
Residential Terrazzo Workers	Journey Level	\$17.13		1
Residential Terrazzo/Tile Finishers	Journey Level	\$17.13		1
Residential Tile Setters	Journey Level	\$25.32		1
Roofers	Journey Level	\$67.22	5I	1V
Roofers	Using Irritable Bituminous Materials	\$68.45	5I	1V
Sheet Metal Workers	Journey Level (Field or Shop)	\$89.67	5A	1B
Shipbuilding & Ship Repair	New Construction Boilermaker	\$37.07	7W	4I
Shipbuilding & Ship Repair	New Construction Crane Operator	\$34.78	7W	4I
Shipbuilding & Ship Repair	New Construction Electrician	\$30.06	7W	4I

Shipbuilding & Ship Repair	New Construction Fitter	\$37.07	7W	4I
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.79	5N	1F
Shipbuilding & Ship Repair	New Construction Laborer	\$25.55	7W	4I
Shipbuilding & Ship Repair	New Construction Loader/Rigger	\$32.37	7W	4I
Shipbuilding & Ship Repair	New Construction Machinist	\$44.42	7W	4I
Shipbuilding & Ship Repair	New Construction Mechanic	\$42.23	7W	4I
Shipbuilding & Ship Repair	New Construction Painter	\$34.78	7W	4I
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$37.07	7W	4I
Shipbuilding & Ship Repair	New Construction Warehouse / Yard Person	\$29.87	7W	4I
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$37.07	7W	4I
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.25	7V	1B

Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.79	5N	1F
Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Painter	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.25	7V	1B
Shipbuilding & Ship Repair	Ship Repair Warehouse/Teamster	\$51.25	7V	1B
Sign Makers & Installers (Electrical)	Journey Level	\$19.27		1
Sign Makers & Installers (Non-Electrical)	Journey Level	\$22.40		1

Soft Floor Layers	Journey Level	\$63.29	15J	4C	
Solar Controls For Windows	Journey Level	\$17.13		1	
Sprinkler Fitters (Fire Protection)	Journey Level	\$83.61	7J	1R	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$17.13		1	
Stone Masons	Journey Level	\$76.59	5A	1B	
Street And Parking Lot Sweeper Workers	Journey Level	\$17.13		1	
Surveyors	Chain Person	\$65.24	7B	1B	9H
Surveyors	Instrument Person	\$68.46	7B	1B	9H
Surveyors	Party Chief	\$74.18	7B	1B	9H
Telecommunication Technicians	Journey Level	\$83.46	5A	1B	
Telephone Line Construction - Outside	Cable Splicer	\$42.62	5A	2B	
Telephone Line Construction - Outside	Hole Digger/Ground Person	\$27.97	5A	2B	
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$35.60	5A	2B	
Telephone Line Construction - Outside	Telephone Lineperson	\$40.28	5A	2B	

Terrazzo Workers	Journey Level	\$67.27	5A	1B
Tile Setters	Journey Level	\$67.27	5A	1B
Tile, Marble & Terrazzo Finishers	Finishers	\$50.25	5A	1B
Traffic Control Stripers	Journey Level	\$91.39	15N	1K
Truck Drivers	Asphalt Mix Over 10 Yards	\$49.39	5A	1B
Truck Drivers	Asphalt Mix To 10 Yards	\$49.24	5A	1B
Truck Drivers	Dump Truck	\$49.24	5A	1B
Truck Drivers	Dump Truck And Trailer	\$49.39	5A	1B
Truck Drivers	Other Trucks	\$49.39	5A	1B
Truck Drivers - Ready Mix	Transit Mix 5 cubic yards and under	\$49.24	5A	1B
Truck Drivers - Ready Mix	Transit Mix over 11 cubic yards up to 15 cubic yards	\$49.85	5A	1B
Truck Drivers - Ready Mix	Transit Mix over 5 cubic yards up to 7 cubic yards	\$49.39	5A	1B
Truck Drivers - Ready Mix	Transit Mix Over 7 cubic yards up to 11 cubic yards	\$49.54	5A	1B

Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.13	1
Well Drillers & Irrigation Pump Installers	Oiler	\$17.13	1
Well Drillers & Irrigation Pump Installers	Well Driller	\$17.13	1

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

11. F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Overtime Codes Continued

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

11. T. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.
- All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- U. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.
- All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- If, due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.
- V. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- W. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 6 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and Holidays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Benefit Code Key – Effective 3/4/2026 thru 9/1/2026

Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

- 6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

Holiday Codes Continued

7. X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Holiday Codes Continued

15. N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- P. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

Note Codes Continued

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – \$0.50 per hour over their classification rate.

(B) – 200’ to 299’ – \$0.80 per hour over their classification rate.

(C) – 300’ and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

Note Codes Continued

9. F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.
- I. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- M. Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$1.50 per hour above their classification rate.
- Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

**Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

"General Decision Number: WA20260120 01/02/2026

Superseded General Decision Number: WA20250120

State: Washington

Construction Type: Building

Counties: Clark and Skamania Counties in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number 0 Publication Date 01/02/2026

ASBE0036-006 03/31/2025

Rates Fringes

HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....\$ 62.02 22.36

BRWA0001-020 06/01/2025

Rates Fringes

BRICKLAYER.....\$ 49.60 25.18

BRWA0001-025 06/01/2025

Rates Fringes

TILE FINISHER.....\$ 32.68 16.48
TILE SETTER.....\$ 43.93 21.81

CARP0503-004 06/01/2025

Rates Fringes

CARPENTER, Excludes Form Work....\$ 54.69 16.81
DRYWALL HANGER.....\$ 54.49 17.01

ELEC0048-030 01/01/2025

Rates Fringes

ELECTRICIAN.....\$ 63.50 29.73

ENGI0701-053 01/01/2025

Rates Fringes

OPERATOR: Blade Finish.....\$ 52.55 17.15
OPERATOR: Bulldozer (Over 70,000 lbs. up to and including 120,000 lbs.).....\$ 55.88 17.15
OPERATOR: Grader/Blade.....\$ 52.55 17.15
OPERATOR: Loader
25,000 lbs. and less than
60,000 lbs.....\$ 52.55 17.15
Less than 25,000 lbs.....\$ 51.31 17.15

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 52.55	17.15

IRON0029-014 07/07/2025		
	Rates	Fringes
IRONWORKER.....	\$ 48.31	34.52

LAB00242-015 06/01/2025		
	Rates	Fringes
LABORER: Form Stripping.....	\$ 50.38	16.96

LAB00242-018 06/01/2025		
	Rates	Fringes
LABORER: Jackhammer.....	\$ 51.52	16.99

LAB00242-020 06/01/2025		
	Rates	Fringes
LABORER: Nozzle Person.....	\$ 52.31	17.01

LAB00252-017 06/01/2025		
	Rates	Fringes
Laborer, Mason Tender Brick.....	\$ 50.38	16.96

LAB00335-007 06/01/2025		
	Rates	Fringes
LABORER: Fire Watch.....	\$ 40.56	15.60

LAB00335-012 06/01/2025		
	Rates	Fringes
LABORER: Hod Carrier.....	\$ 48.14	15.60

LAB00335-020 06/01/2025		
	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 44.90	15.60

PAIN0300-003 07/01/2025		
	Rates	Fringes
PAINTER.....	\$ 41.24	14.70

PLAS0555-008 06/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.13	20.31

PLUM0026-015 06/01/2025		

	Rates	Fringes
PIPEFITTER.....	\$ 60.72	34.15

ROOF0153-007 02/01/2024

	Rates	Fringes
ROOFER, Excludes Metal Roofs.....	\$ 48.01	16.44

SFWA0669-001 04/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 51.65	27.57

SHEE0016-010 07/01/2025

	Rates	Fringes
SHEETMETAL WORKER (including metal roofing).....	\$ 56.24	32.72

TEAM0174-009 06/01/2025

	Rates	Fringes
TRUCK DRIVER: Concrete Truck....	\$ 55.43	27.52

TEAM0589-002 06/01/2025

	Rates	Fringes
TRUCK DRIVER: Dump Truck		
16 to 30 yard capacity.....	\$ 54.68	27.52
Less than 16 yard capacity..	\$ 53.84	27.52

* UAVG-WA-0001 03/01/2024

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 52.92	22.63

* UAVG-WA-0002 03/01/2024

	Rates	Fringes
OPERATOR: Drill.....	\$ 56.42	21.15

* UAVG-WA-0009 03/01/2024

	Rates	Fringes
OPERATOR: Crane.....	\$ 55.44	16.90

SUWA2018-020 03/01/2024

	Rates	Fringes
FORM WORKER.....	\$ 29.71	14.84
LABORER: Common or General.....	\$ 34.00	6.48
LABORER: Concrete Saw Chain.....	\$ 35.03	10.86

LABORER: Landscape.....	\$ 18.25	0.00
LABORER: Pipelayer.....	\$ 32.17	11.49
LABORER: Grade Checker.....	\$ 31.86	12.98
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 35.85	7.71
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 40.53	9.56
OPERATOR: Mechanic.....	\$ 40.77	15.91
OPERATOR: Oiler.....	\$ 36.39	16.62
OPERATOR: Roller.....	\$ 42.04	12.79
PLUMBER.....	\$ 42.47	19.17

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

SC-1.01. Renumber Paragraph 1.01.A.21 to 1.01.A.21.a. and add the following new paragraphs:

1.01.A.21.b. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR’s content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative nonfactual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraphs:

1.01.A.38.b. *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer’s direct supervision.

1.01.A.38.c. *Standard Specifications*—Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the *City of Vancouver Engineering Services General Requirement and Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (February 2019), which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.

SC-1.01. Add the following language at the end of Paragraph 1.01.A.40:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) required functional, performance and acceptance, or startup testing has been successfully demonstrated for components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications.

SC-2.01 Delete Paragraph 2.01.B. and Paragraph 2.01.C. in their entirety and insert the following in their place:

2.01.B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.01.C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02. Delete Paragraph 2.02.A. in its entirety and insert the following new paragraph in its place:

2.02.A. Owner will furnish to Contractor four hard copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

Owner shall furnish to Contractor six copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to

the Effective Date of the Contract and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-3.01. Delete Paragraph 3.01.C in its entirety.

SC-3.01. Add the following new paragraph immediately after Paragraph 3.01.E:

3.01.F. Sections of Division 01, General Requirements of the Technical Specifications, govern the execution of the Work of all sections of the Specifications.

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

SC-4.03. Add the following new paragraphs immediately after Paragraph 4.03.A:

4.03.B. In accordance with Washington Administrative Code 332-120-030, Contractor shall search records and physical area of Site, including road or street resurfacing projects, for the purpose of locating and referencing any known or existing survey monuments.

4.03.C. In accordance with Washington Administration Code WAC 332-120-030, no survey monument shall be removed or destroyed before a permit is obtained from Washington's Department of Natural Resources.

4.03.D. If necessary, after completion of an activity that caused removal or destruction of a monument, the City surveyor will conduct remonumentation activities and file survey monumentation records in accordance with Washington Administrative Code 332-120-060.

SC-4.05. Add the following Paragraph 4.05.H:

4.05.H. Failure by the Contractor to timely submit a Change Proposal in accordance with this Article shall be deemed a complete waiver of any and all adjustments to Contract Times, Contract Price, and any other equitable or legal remedy related to any delays described in this Article. As a condition precedent to any right to submit a Claim under Article 12, Contractor shall provide proof of timely submitted Change Proposal as required by this Article.

SC-5.02. Add the following language to the end of Paragraph 5.02.A.1:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the Site.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

5.03.C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

5.03.C.1. Memorandum dated July 2024 prepared by Shannon & Wilson 6500 S Macadam Avenue Suite 200, Portland, OR 97239, entitled “Geotechnical Engineering Report Vancouver Water Station 14 PFAS Treatment Design (63 pages).” The Technical Data contained in such report upon whose accuracy Contractor may rely are concerning the borings and nature of the project site subsurface conditions.

5.03.D.1.a. None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.

5.03.E. Contractor may examine copies of reports and drawings identified in SC-5.03.C and SC-5.03.D that were not included with the Bidding Documents at during regular business hours, or may request copies from Owner.

SC-5.03 and SC-5.04. Delete Paragraph 5.03 and Paragraph 5.04 of the General Conditions in their entireties and replace with the following provisions:

5.03 Subsurface and Physical Conditions:

5.03.A. Reports and Drawings: The Supplementary Conditions hereby identify:

5.03.A.1. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site including Underground Facilities, and Technical Data contained in such drawings are:

5.03.A.1.a. Various drawings and information prepared by various entities over the past 75 years of the area development. All of which may not include all descriptions of subsurface features.

5.03.A.1.a.(1) None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.

5.03.B. Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

5.03.B.1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

5.03.B.2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

5.03.B.3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.03.C. Geotechnical Investigations:

5.03.C.1. Geotechnical Data has been collected at the site. The following reports are available as information for the Contractor:

1) Memorandum dated July 2024 prepared by Shannon & Wilson 6500 S Macadam Avenue Suite 200, Portland, OR 97239, entitled "Geotechnical Engineering Report Vancouver Water Station 14 PFAS Treatment Design (63 pages)." The Technical Data contained in such report upon whose accuracy Contractor may rely are concerning the borings and nature of the project site subsurface conditions.

5.03.C.4. The available geotechnical information shall be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is shown in the documents, then only the information specific to that site area shall be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, shall be used for the differing site condition determination.

5.03.C.6. The descriptions of subsurface conditions provided in the geotechnical reports are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the documents, nor are the documents intended to warrant or guarantee the use of specific means or methods of construction.

5.03.C.7. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction.

5.03.C.8. The geotechnical information shall not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

SC-5.04 Differing Subsurface or Physical Conditions:

5.04.A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

5.04.A.1. Differs materially from conditions shown or indicated in the generalized geotechnical information; or

5.04.A.2. Differs materially from conditions shown or indicated in the geotechnical information is inapplicable; or

5.04.A.3. Differs materially from conditions shown or indicated in Contract Documents other than the geotechnical information, to the extent the documents are inapplicable; or

5.04.A.4. To the extent the geotechnical information are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5.04.A.5. To the extent the geotechnical information is inapplicable, is of such a nature as to require a change on Drawings or Specifications; or

5.04.A.6. To the extent the geotechnical information is inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such

condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

5.04.B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change on Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

5.04.C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change on Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

5.04.D. Possible Price and Times Adjustments:

5.04.D.1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

5.04.D.1.a. Such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;

5.04.D.1.b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and,

5.04.D.1.c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

5.04.D.2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

5.04.D.2.a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

5.04.D.2.b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

5.04.D.2.c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.

5.04.D.3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

5.04.D.4. Contractor must submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question. Failure by the Contractor to timely submit a Change Proposal in accordance with this Article shall be deemed a complete waiver of any and all adjustments to Contract Times, Contract Price, and any other equitable or legal remedy related to a changed or unknown physical condition described in this Article. As a condition precedent to any right to submit a Claim under Article 2, Contractor shall provide proof of timely submitted Change Proposal as required by this Article.

SC-5.05. Add the following Paragraph 5.05.E.4:

5.05.E.4. Failure by the Contractor to timely submit a Change Proposal in accordance with this Article shall be deemed a complete waiver of any and all adjustments to Contract Times, Contract Price, and any other equitable or legal remedy related to an Underground Facility described in this Article. As a condition precedent to any right to submit a Claim under Article 12, Contractor shall provide proof of timely submitted Change Proposal as required by this Article.

SC-6.01. Delete the first three sentences in Paragraph 6.01.A in their entirety and insert the following in their place:

6.01.A. Contractor shall furnish a combined performance and payment bond in the full amount of the Agreement, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. This bond shall adhere to, at a minimum, the provisions included in the bond forms as made a part of the Contract, and shall remain in effect at least until 1 year after the final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.A:

6.02.A.1. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have an A.M. Best's rating of no less than A-V in addition to other requirements specified herein.

SC-6.02. Add the following new paragraph immediately following Paragraph 6.02.J:

6.02.K. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects to the Owner's insurance, self-insurance, or insurance pool coverage.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.A.4:

6.03.A.5. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

6.03.A.5.a. Workers' Compensation and related coverages under Paragraph 6.03.A.1 and Paragraph 6.03.A.3 of the General Conditions:

6.03.A.5.a.1. State: Statutory.

6.03.A.5.a.2. Applicable Federal (e.g., Longshoreman's): Statutory.

6.03.A.5.a.5. Employer's Liability:

Bodily Injury, Each Accident: \$1,000,000.

Bodily Injury by Disease, Each Employee: \$1,000,000.

Bodily Injury/Disease Aggregate: \$1,000,000.

Foreign Voluntary Worker Compensation: Statutory.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.C.8:

6.03.C.9. Contractor's General Liability under Paragraph 6.03.B. and Paragraph 6.03.C of the General Conditions which shall eliminate the exclusion with respect to property under the care, custody and control of Contractor:

6.03.C.9.a. General Aggregate (Except Products – Completed Operations): \$1,000,000.

6.03.C.9.b. Products - Completed Operations Aggregate: \$2,000,000.

6.03.C.9.c. Personal and Advertising Injury (per person/Organization): \$1,000,000.

6.03.C.9.d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000.

6.03.C.9.e. Personal Injury Liability Coverage will include claims arising out of employment.

6.03.C.9.f. Exclusions for damage to property in Contractor's care, custody, or control will be eliminated.

6.03.C.9.g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.D:

6.03.D.1. Contractor's Automobile Liability:

6.03.D.1.a. Bodily Injury:

Each Person: \$1,000,000.

Each Accident: \$1,000,000.

6.03.D.1.b. Property Damage:

Each Accident: \$1,000,000.

6.03.D.1.a. Combined Single Limit of: \$1,000,000.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.E:

6.03.E.1. Excess or Umbrella Liability:

a) General Aggregate: \$15,000,000.

b) Each Occurrence: \$1,000,000.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.F:

6.03.F.1. Pollution Liability:

a) General Aggregate:

\$6,000,000.

SC-6.03. Add the following language after Paragraph 6.03.G:

6.03.G.1. Include the following parties or entities as additional insured:

6.03.G.1.a. City of Vancouver, P.O. Box 1995 (415 W. 6th St.), Vancouver, Washington 98668-1995.

SC-7.02. Add the following language to the end of Paragraph 7.02.B:

7.02.B.1. Contractor and Subcontractor regular working hours shall consist of between 7:00 a.m. and 6:00 p.m., on a regularly scheduled basis excluding Sundays and holidays. Overtime work is work in excess of eight (8) hours per day or as allowed per RCW 39.12.

7.02.B.2. Owner's Legal Holidays are:

- New Year's Day.
- Martin Luther King Day.
- President's (Washington's Birthday) Day.
- Memorial Day.
- Juneteenth Day.
- Independence Day.
- Labor Day.
- Veteran's Day.
- Thanksgiving Day.
- Day after Thanksgiving.
- Christmas Day.

If a holiday falls on a Saturday it will be observed on the preceding Friday. The Contractor shall not conduct work on these days without Owner's written consent.

SC-7.02. Add the following new paragraph immediately after Paragraph 7.02.B:

7.02.C. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.02.C.1. For purposes of administering the foregoing requirement, additional overtime costs are defined as work in excess of 8 hours per day, 40 hours per week.

SC-7.05. Add the following language at the end of Paragraph 7.05.D:

Reimbursement rates for Engineer or their officers, directors, members, partners, employees, agents, and other consultants and subcontractors for evaluation of proposed substitutes shall be on the basis established in Paragraph 15.01.E. of these Supplementary Conditions.

SC-7.06. Add the following language at the end of Paragraph 7.06.A:

Contractor shall perform a minimum of 30 percent of the awarded contract amount.

SC-7.08. Add the following new paragraphs immediately after Paragraph 7.08.A:

7.08.B. Owner has obtained an approved City of Vancouver Land Use Permit to allow construction of the project. Contractor shall obtain a copy of the Land Use documents, become familiar with them and adhere to the requirements which have been conditioned upon the project. A copy of the Land Use Permit is available from the Owner.

7.08.C. Owner will obtain and pay for the following construction permits and licenses, all other permits will be the requirement of the Contractor to obtain. The following permits will be obtained and paid by the Owner, the Contractor may be required to sign and obtain the permits:

7.08.B.1. City of Vancouver Building Permit.

7.08.B.2. City of Vancouver Trade Permits (Mechanical, Electrical, Plumbing).

7.08.D. A copy of each permit is available at Owner's office. Contractor shall examine the permits and conform to the requirements contained therein, including the

purchase of additional bonds or insurance as specified therein, and such requirements are hereby made a part of these Contract Documents as fully and completely as though the same were set forth herein. Failure to examine the permit(s) will not relieve Contractor from compliance with the requirements stated therein. Within 15 days after the date of signing the Agreement, Contractor shall confer with an agent of the permitting agency so that insurance requirements and similar matters can be arranged prior to the time set for that portion of the Work.

7.08.E. The following permit will be obtained and paid by the Owner. The Contractor will be responsible to adhere to the conditions of the permit, and also pay the annual permit renewal fee directly to Ecology for this permit, for the construction contract duration:

7.08.B.1. Washington State Department of Ecology, Construction Stormwater General Permit.

SC-7.12. Add the following new paragraph immediately after Paragraph 7.12.C:

7.12.C.1. The Owner does not have a safety program applicable to the Work.

SC-7.18. Add the following new paragraphs immediately after Paragraph 7.18.C:

7.18.D. For suits, actions, legal or administrative proceedings, Claims, demands, damages, losses, penalties, fines, costs, and expenses caused by or resulting from the concurrent negligence of Owner and Engineer, or Owner's or Engineer's agents or employees, and Contractor or Contractor's agents or employees, in situations where liability for damages arises from Claims of bodily injury to persons or damage to property, the preceding indemnity provision shall be valid and enforceable only to the extent of Contractor's negligence.

7.18.E. Contractor acknowledges that by entering into a Contract with Owner, Contractor has mutually negotiated the above indemnity provision with Owner.

7.18.F. Contractor's indemnity and defense obligations shall survive the termination or completion of the Work and remain in full force and effect until satisfied in full.

SC-8.02. Add the following new paragraph immediately following Paragraph 8.02.B:

8.02.C. Other work anticipated to be performed at the Site by others that is either directly or indirectly related to the scheduled performance of the Work under these Contract Documents is described in Section 01 31 13, Project Coordination.

SC-8.03 Add the following Paragraph 8.03.E:

8.03.E. Failure by the Contractor to timely submit a Change Proposal in accordance with this Article shall be deemed a complete waiver of any and all adjustments to

Contract Times, Contract Price, and any other equitable or legal remedy related to the events and occurrences described in this Article. As a condition precedent to any right to submit a Claim under Article 12, Contractor shall provide proof of timely submitted Change Proposal as required by this Article.

SC-9.13. Add the following new paragraph(s) immediately following Paragraph 9.12:

9.13. Owner As Resident Project Representative

9.13.A. Owner will furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 10, Engineer's Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

SC-10.03. Add the following new paragraphs immediately after Paragraph 10.03.A:

10.03.B. Resident Project Representative (RPR) will be furnished by Owner. The responsibilities, authority, and limitations of the RPR are limited to those of Engineer in accordance with Paragraph 10.08 and as set forth elsewhere in the Contract Documents and are further limited and described below.

10.03.C. Responsibilities and Authority:

10.03.C.1. Schedules: Review and monitor Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

10.03.C.2. Conferences and Meetings: Conduct or attend meetings with Contractor, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

10.03.C.3. Liaison: (i) Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, and assist in understanding the intent of the Contract Documents; (ii) assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations; (iii) assist in obtaining from Owner additional details or information when required for proper execution of the Work.

10.03.C.4. Interpretation of Contract Documents: Inform Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

10.03.C.5. Submittals: Receive submittals that are furnished at the Site by Contractor, and notify Engineer of availability for examination. Advise Engineer and Contractor of the commencement of any Work or arrival of

materials and equipment at Site, when recognized, requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.

10.03.C.6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and provide recommendations to Engineer; transmit to Contractor, in writing decisions as issued by Engineer.

10.03.C.7. Review of Work and Rejection of Defective Work: (i) Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents; (ii) inform Engineer and Contractor whenever RPR believes that any Work is defective; (iii) advise Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged or does not meet the requirements of any inspection test, or approval required to be made; and advise Engineer of that part of the Work in progress that RPR believes should be corrected or rejected or uncovered for observation, or requires special testing, inspection, or approval.

10.03.C.8. Inspections, Tests, and System Startups: (i) Verify tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (ii) observe, record, and report to Engineer appropriate details relative to the test procedures and system startups; and (iii) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10.03.C.9. Records: (i) Maintain records for use in preparing Project documentation; (ii) keep a diary or log book recording pertinent Site conditions, activities, decisions and events; (iii) record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of Contractors, Subcontractors, and major Suppliers of materials and equipment.

10.03.C.10. Reports: (i) Furnish Engineer periodic reports of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals; (ii) immediately notify Engineer of the occurrence of Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition; and (iii) assist Engineer in drafting proposed Change Orders, Work Change Directives, and Field Orders; obtain backup material from Contractor as appropriate.

10.03.C.11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10.03.C.12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify materials and equipment certificates and operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents been delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

10.03.C.13. Completion: (i) Participate in a Substantial Completion inspection; assist in determination of Substantial Completion and the preparation of lists of items to be completed or corrected; (ii) Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied; and (iii) observe whether items on final list have been completed or corrected, and make recommendations to Engineer concerning acceptance.

10.03.D. Limitations of Authority: Resident Project Representative will not:

10.03.D.1. Have authority to authorize a deviation from Contract Documents or substitution of materials or equipment, unless authorized by Engineer; or

10.03.D.2. Exceed the limitations of Engineer's authority as set forth in Contract Documents; or

10.03.D.3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's authorized representative; or

10.03.D.4. Advise on, issue directions relative to, or assume control over an aspect of the means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents; or

10.03.D.5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor; or

10.03.D.6. Participate in specialized field or laboratory tests or inspections conducted offsite by others, except as specifically authorized by Engineer; or

10.03.D.7. Accept Shop Drawings or Samples from anyone other than Contractor; or

10.03.D.8. Authorize Owner to occupy the Project in whole or in part.

SC-10.08. Add the following new paragraph immediately after Paragraph 10.08.E:

10.08.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

SC-11.04. Add the following new paragraph immediately after Paragraph 11.04.C:

11.04.D. In the event Contractor submits request for additional compensation as a result of a change or differing Site conditions, or as a result of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

SC-11.09. Add the following Article 11.09:

11.09.E. Failure by the Contractor to timely submit a Change Proposal in accordance with this Article shall be deemed a complete waiver of any and all adjustments to Contract Times, Contract Price, and any other equitable or legal remedy related directly or indirectly to the Work or this Agreement. As a condition precedent to any right to submit a Claim under Article 12, Contractor shall provide proof of timely submitted Change Proposal as required by this Article.

SC-12.01. Add the following to the end of Paragraph 12.01.B:

The Contractor agrees to waive any Claim for adjustments to the Contract Times, Contract Price, and any other legal or equitable relief related directly or indirectly to the Work or this Agreement if a timely Change Proposal for the claimed relief has not been previously submitted for the relief requested.

SC-12.01. Add the following to the end of Paragraph 12.01.D:

After the Owner has been given the time and opportunity to respond to the

Contractor as provided in Article 12.01 mediation may be used upon mutual agreement of the Contractor and the Owner. When parties mutually agree to use mediation, the following conditions apply:

1. The cost of the mediation shall be shared equally by both parties with each party bearing its own preparation costs.
2. The mediation shall be conducted within the State of Washington at a time and place mutually agreeable.
3. The Contractor agrees that the participation in a mediation does not in any way waive the requirement that litigation proceedings must commence within 180 calendar days of final acceptance of the Contract, the same as other claims or causes of action.

SC-13.01. Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

13.01.B.5.c. Construction Equipment and Machinery:

13.01.B.5.c.(1) Rentals of construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. Such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

13.01.B.5.c.(2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book published by Equipment Watch. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-13.01. Add the following language to the end of Paragraph 13.01.B.5.h:

Express and courier services must be approved prior to use.

SC-13.01. Add the following language as Paragraph 13.01.C.6:

Time for the Project Manager and Superintendent shall be considered and excluded cost. Management and general supervisory work is considered to be a part of the markup allowance.

SC-14.02. Delete Paragraph 14.02.B in its entirety and insert the following in its place:

14.02.B. Contractor shall retain an independent testing laboratory or testing agency and shall be responsible for arranging and pay for specified tests, inspections, and approvals required for Owner's and Engineer's acceptance of the Work at the Site except:

14.02.B.1. Costs incurred in connection with tests or inspections pursuant to Paragraph 14.02.C shall be paid for as provided in said paragraph; and

14.02.B.2. As otherwise specifically provided in the Contract Documents.

SC-14.02. Add the following language at the end of Paragraph 14.02.D:

Tests required by Contract Documents to be performed by Contractor that require test certificates be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

14.02.D.6. Basic requirements of ASTM E329, “Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection” as applicable.

14.02.D.7. Calibrate testing equipment at reasonable intervals by devices of accuracy, traceable to the National Institute of Standards and Technology or accepted values of natural physical constants.

SC-15.01. Replace entire Paragraph 15.01.B.1 with the following:

Prior to submitting initial payment invoice, Contractor and its Subcontractors shall provide Owner with “Statement of Intent to Pay Prevailing Wages” as required by RCW 39.12.040. Contractor shall submit to Engineer, on the agreed date of each month, for review, an Application for Payment completed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner.

SC-15.01. Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

15.01.D.1. Following presentation of the Engineer accepted and Contractor signed Application for Payment, the Owner will have 10 days to review the document for approval. Thirty days following approval of the Application by the Owner the accepted amount will (subject to the provisions of Paragraph 15.01.E.) become due and when due will be paid by Owner to Contractor.

SC-15.01.E Delete the statement in 15.01.E.1.j. and replace it with the following:

15.01.E.1.j. *liquidated damages* have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, Physical Completion, or final completion of the Work;

SC-15.01.E Add the following new paragraph immediately after Paragraph 15.01.E.1.a.l:

15.01.E.1.m. Overtime worked by Contractor necessitating Engineer, and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each, Resident Project Representative or Resident Project Representative's Site staff, if any, to work extraordinary overtime in accordance with Paragraph 7.02.C. of these Supplementary Conditions. For purposes of administering this requirement, additional extraordinary overtime costs are defined as exceeding 8 hours per day, 40 hours per week, unless otherwise agreed between Owner and Contractor.

SC-15.03.B. Add the following new subparagraph to Paragraph 15.03.B:

15.03.B.1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or retesting by Engineer, the cost of such re-inspection or retesting, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.04. Delete this Article in its entirety.

SC-15.06. Add the following new paragraph immediately after Paragraph 15.06.A.3:

15.06.A.4. On contracts for public works, final payment of the retained percentage will not be made until after Contractor has filed with Owner the affidavit required by RCW 39.12.040 certifying Contractor and its Subcontractors have paid not less than the prevailing rate of wages.

SC-15.06. Add the following new paragraph immediately after Paragraph 15.06.B.1:

15.06.B.2. Upon Owner's receipt of (i) Engineer's written recommendation of payment with Contractor's Final Application for Payment and accompanying documentation, and (ii) Engineer's written notice that the Work is acceptable subject to the provisions of Paragraph 14.09, Owner will notify the Department of Revenue of the completion of the Work under these Contract Documents. Provided the Department of Revenue certifies there are no taxes or penalties due and owing from Contractor, and there are no other known Claims or Liens against the retained funds, Owner will make payment to Contractor in accordance with Paragraph 14.07 subject to the provisions of

RCW 60.28.010. In the event unsatisfied Claims or Liens for taxes, material, labor, and other services are known to exist, an amount will be further withheld from the retainage sufficient to satisfy the settlement of such Claims and Liens, including attorney's fees incurred, and remainder will be released from escrow, or released from retained funds and paid to Contractor.

Final payment less retainage paid net 30 days after the payment application is approved. A 5 percent retainage will be required and will be held 45 days after completion of the work and final acceptance of the project by City Council. Retainage shall be released in accordance with RCW 60.28.

SC-16.02 Owner May Terminate for Cause. Delete this Article in its entirety, termination shall be as stated in the Contract.

SC-16.03 Owner May Terminate for Convenience. Delete this Article in its entirety, termination shall be as stated in the Contract.

SC-17.02. Add the following new paragraphs immediately after Paragraph 17.01.

Prior to seeking claims resolution through litigation, the Contractor shall proceed in accordance with Article 12. The provisions of Article 12 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein.

The Contractor and the Owner mutually agree that those claims or causes of action, which are not resolved by mediation, shall be resolved through litigation.

For the convenience of the parties to the Contract, it is mutually agreed by the parties that any litigation shall be initiated within 180 calendar days from the "acceptance date" described in Article 15. Litigation shall be deemed to be initiated

on the date the Contractor files a cause of action with the Superior Court of Washington for Clark County, or such other Superior Court of Washington as mutually agreed to in writing by the parties. The parties understand and agree that the Contractor's failure to initiate litigation within the time period provided shall be a complete bar to any such claims or causes of action.

SC-17.07 Attorneys' Fees.

17.07.A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

SC-18.04. Add the following new Paragraph 18.04.B:

18.04.B. Contractor agrees to limit any adjustment to the Contract Price for overhead, extended overhead, impacts, consequential damages, and all other items that are not specifically included in the Cost of the Work to the Contractor's Fee as provided under Article 11.04C. Contractor's recovery for all legal and equitable claims and recovery related directly or indirectly to the Work or this Agreement shall be limited exclusively to those adjustments to the Contract Price and Contract Times as specifically provided in this Agreement.

SC-18.09. Liquidated Damages - Add the following new section to Article 18:

18.09 Liquidated Damages

Time is of the essence of the Contract. Delays inconvenience the public and interfere with the operations of Public Works. Delays also cost tax payers undue sums of money adding time needed for administration, engineering, inspection, and supervision.

Because the Owner finds it impractical to calculate the actual cost of delays, the Owner has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of a Contract on time.

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each calendar day beyond the established completion date for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD = \$3,000 \times T$$

Where:

LD = Liquidated Damages

T = Number of calendar days beyond the established completion date until physical completion.

Physical Completion Date is the day all Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date

When the Contract Work has progressed to the extent that the Owner has full use and benefit of the facilities, both from an operation and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction of repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established for Substantial Completion, the formula for liquidated damages shown above will not apply and liquidated damages will be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

The Contractor is solely responsible to ensure all employed agents, subagents, and subcontractors working to complete the Work perform in a timely manner as necessary to meet the established completion date while working within the project constraints outlined in the Specifications.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will in any degree release the Contractor from further obligations and liabilities to complete the entire Contract.

END OF SECTION