



**Skamania PUD – Carson Water
Treatment Plant Upgrade**

Project Manual, Volume 1 of 4

June 5, 2026

Prepared for:
Public Utility District No. 1 of Skamania
County

Prepared by:
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Issued for Construction

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TABLE OF CONTENTS

VOLUME 1 – CONTRACTING REQUIREMENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

C-111	Advertisement for Bids
C-200	Instructions to Bidders
C-410	Bid Form
C-430	Penal Sum Bond
C-451	Qualifications Statement
C-510	Notice of Award
C-520	Agreement
C-550	Notice to Proceed
C-610	Performance Bond
C-612	Warranty Bond
C-615	Payment Bond
C-620	Pay Application – Provided as an Excel Document upon award
C-625	Certificate of Substantial Completion
C-626	Notice of Acceptability of Work
C-700	General Conditions
C-800	Supplementary Conditions
C-940	Work Change Directive
C-941	Change Order
C-942	Field Order
Attachment A USDA Exhibits and Clauses	RD 400-6: Compliance Statement (USDA)
	AD-1048: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (USDA)
	1940-A Exhibit A1: Certification for Contracts, Grants & Loans (USDA)
	1780-26: Attachment A.1 – Certificate of Owner's Attorney and Agency Concurrence (USDA)
	1780-26: Attachment A.2 – Domestic Preference De Minimis List Format (USDA)
	1780-26: Attachment A.3 – Sample Language for Contractor's Certificate of Compliance (USDA)
	1780-26: Attachment A.4 – Sample Language for Manufacturer's Certificate of Compliance (USDA)
Attachment B EPA Exhibits and Clauses	Six Good Faith Efforts (EPA)
	AIS Contract Language (EPA)
	Equal Opportunity Clause
	Disclosure of Lobbying Activities (EPA)
	Davis Bacon Provisions (EPA)
	Procurement of Recovered Materials
	Rights to Inventions Made Under a Contract or Agreement
	Clean Air Act Clause
	Work Hours & Safety Standards
Attachment C - NSA Permit	National Scenic Area Permit
Attachment D – Permits	Skamania County Building Permit and Septic Permit
State Wage Rates	State Wage Rates TO BE ADDED DURING ADVERTISEMENT
Federal Wage Rates	Davis Bacon Wage Rates TO BE ADDED DURING ADVERTISEMENT
Davis Bacon 29 CFR 5.5	Davis Bacon Wage Rates – Rural Development Version TO BE ADDED DURING ADVERTISEMENT

VOLUME 2 - TECHNICAL SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

EOR

01 10 00	Summary of Work	BB
01 14 00	Construction Constraints	BB
01 29 00	Measurement and Payment	BB
01 29 73	Schedule of Values	BB
01 32 14	Barchart Construction Schedule	BB
01 33 00	Submittal Procedures	BB
01 33 17	Structural Design, Support and Anchorage	BB
01 35 53	Site Security	BB
01 42 13	Abbreviations of Institutions	BB
01 42 19	Reference Standards	BB
01 45 00	Contractor Quality Control	BB
01 50 10	Protection of Existing Facilities	BB
01 51 00	Temporary Utilities	BB
01 52 00	Field Office, Equipment, and Services	BB
01 55 00	Site Access and Storage	BB
01 57 19	Temporary Environmental Controls	BB
01 58 13	Project Sign	BB
01 60 00	Products, Materials, Equipment, and Substitutions	BB
01 62 00	Installation of Membrane equipment	BB
01 64 00	Products Storage and Handling Requirements	BB
01 66 00	Commissioning of Membrane Equipment	BB
01 67 00	Acceptance Testing of Membrane Equipment	BB
01 71 13	Mobilization	BB
01 73 00	Installation, Operation, and Maintenance Manuals	BB
01 73 10	Training of Operations and Maintenance Personnel	BB
01 74 00	Membrane System and Module Warranty	BB
01 74 10	Testing and Disinfection of Concrete and Steel Water Structures	BB
01 75 00	Equipment Testing and Plant Startup	BB
01 77 00	Project Closeout	BB
01 79 00	Owner Staff Training	BB

DIVISION 02 – EXISTING CONDITIONS

02 41 00	Demolition	BB
----------	------------	----

DIVISION 03 – CONCRETE

03 01 00	Maintenance of Concrete	DR
03 11 00	Concrete Forming	DR
03 15 00	Concrete Accessories	DR
03 21 00	Reinforcement Bars	DR
03 30 50	Cast-in-Place Concrete	DR
03 34 00	Low Density Concrete	DR
03 60 00	Grouting	DR

DIVISION 05 – METALS

05 05 19	Post-Installed Concrete Anchors	DR
05 12 00	Structural Steel Framing	DR
05 30 00	Metal Decking	DR
05 50 00	Metal Fabrications	DR

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

06 20 00	Finish Carpentry	EM
06 80 00	Fiber Glass Reinforced Plastic Fabrications	EM

DIVISION 07 – THERMAL & MOISTURE PROTECTION

07 11 00	Dampproofing	EM
07 19 00	Water Repellents	EM
07 21 13	Board Insulation	EM
07 26 10	Under Slab Vapor Retarder	EM
07 92 13	Elastomeric Joint Sealants	EM

DIVISION 08 – OPENINGS

08 11 13	Hollow Metal Doors & Frames	EM
08 23 00	Overhead Coiling Doors	EM
08 51 13	Aluminum Windows	EM
08 71 00	Door Hardware	EM
08 81 00	Glass Glazing	EM
08 91 00	Louvers	EM

DIVISION 09 – FINISHES

09 29 00	Gypsum Board	EM
09 30 13	Ceramic Tiling	EM
09 51 13	Acoustical Panel Ceilings	EM
09 65 00	Resilient Flooring	EM
09 96 00.10	High Performance Coatings	EM

DIVISION 10 – SPECIALTIES

10 14 00	Building Signage	EM
10 28 13	Toilet Accessories	EM
10 44 00	Fire Extinguishers	EM
10 51 13	Laboratory Equipment	EM

DIVISION 13 – SPECIAL CONSTRUCTION

13 34 19	Metal Building Systems	DR
13 38 00	Geomembrane Baffles	BB

DIVISION 22 – PLUMBING

22 10 10	Plumbing Piping, and Specialties	JD
22 30 00	Plumbing Equipment	JD
22 40 00	Plumbing Fixtures	JD

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING

23 05 00	Common Works Results for HVAC	JD
23 05 48	Vibration and Seismic Controls for HVAC	JD
23 05 53	Identification for HVAC Piping and Equipment	JD
23 05 93	Testing, Adjusting, and Balancing for HVAC	JD
23 07 00	HVAC Insulation	JD
23 08 00	HVAC Commissioning	JD
23 09 01	Instrumentation and Control for HVAC	JD
23 23 00	Refrigeration Piping	JD
23 31 13	Metal Ductwork Systems	JD
23 34 00	HVAC Fans	JD
23 37 13	Diffusers, Registers and Grilles	JD
23 70 00	Central HVAC Equipment	JD
23 70 10	Air Conditioning Equipment	JD

DIVISION 26 – ELECTRICAL

26 00 00	Electrical Work, General	JD
26 01 26	Electrical Tests	JD
26 05 15	Industrial Control Panels	JD
26 05 19	Wire and Cabling	JD
26 05 26	Grounding	JD
26 05 33	Electrical Raceway Systems	JD
26 05 36	Wiring Devices	JD
26 05 43	Underground Raceway Systems	JD
26 05 50	Electric Heat Tracing	JD
26 05 73	Protective Device Studies	JD
26 12 16	Panelboards and General-Purpose Dry Type Transformers	JD
26 23 00	Standby Power Generation System Switchboard	JD
26 32 13	Standby Power Generation	JD
26 43 00	Surge Protection Devices (SPD)	JD
26 50 00	Lighting	JD

DIVISION 27 – COMMUNICATIONS

27 05 43	Fiber Optic Conduits Along Pipelines	JD
27 15 26	Outdoor Fiber Optic Cabling	JD

DIVISION 31 – EARTHWORK

31 10 00	Site Preparation	BB
31 23 19	Dewatering	BB
31 23 33	Trench Bedding and Backfill	BB
31 30 00	Earthwork	BB
31 63 33	Drilled Micropiles	BB

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 13	Hot Mix Asphalt and Base	BB
32 31 13	Chain Link Fencing	BB
32 90 00	Planting	SR

DIVISION 33 – UTILITIES

33 05 05	Pressure Pipe Testing and Disinfection	BB
33 05 05.32	Gravity Pipeline Testing	BB
33 05 31	Polyvinyl Chloride Gravity Sewer Pipe	BB
33 05 33	Polyethylene Pressure Pipe	BB
33 05 62	Precast Concrete Manholes and Vaults	BB
33 46 13	Foundation Drainage	BB
33 92 20	Ductile Iron Piping	BB
33 95 50	PVC Pressure Pipe, Elastomer Joints	BB

DIVISION 40 – I&C FOR PROCESS SYSTEMS

40 05 01	Piping General	AA
40 05 02	Piping Identification	AA
40 05 06	Couplings, Adapters, and Specials for Process Piping	AA
40 05 07	Pipe Supports	AA
40 05 24	Steel Process Pipe	AA
40 05 31.13	PVC Process Pipe	AA
40 05 31.23	CPVC Process Pipe	AA
40 05 31.83	PVC Tubing	AA
40 05 51	Common Requirements for Process Valves (formerly Valves, General)	AA
40 05 57	Valve and Gate Actuators	AA
40 05 62	Plug Valves	AA
40 05 63	Ball Valves	AA
40 05 64	Butterfly Valves	AA
40 05 65.10	Check Valves	AA
40 05 67.36	Pressure Reducing Valves	AA
40 05 67.39	Pressure Relief Valves	AA
40 05 74.10	Diaphragm Valves	AA
40 67 00	Control System Equipment Panels and Racks	AA
40 71 00	Flow Measurement	AA
40 71 79	Flow Switches	AA
40 72 00	Level Measurement	AA
40 72 76	Level Switches	AA
40 73 00	Pressure, Strain, and Force Measurement	AA

40 73 36	Pressure and Differential Pressure Switches	AA
40 75 00	Process Liquid Analytical Measurement	AA
40 90 10	Control Strategies	AA
40 91 00	Process Control Instrumentation Systems	AA
40 91 00-A	Supplemental - Instrument List	AA
40 91 00-B	Supplemental - IO List	AA
40 91 20	Safety Monitoring	AA
40 95 10	PLC-Based Control Systems Hardware	AA
40 95 20	PLC-Based Control Systems Software	AA

DIVISION 43 – MATERIAL HANDLING EQUIPMENT

43 07 00	Process Piping and Equipment Insulation	BB
43 21 00	Pumps, General	BB
43 23 13.45	Self-Priming Sample Pumps	BB
43 25 02	Strainers	BB
43 25 05	Submersible Sump Pumps	BB
43 30 52	Miscellaneous Valves	BB
43 30 56	Hydraulic Gates, General	BB
43 40 04	Welded Steel Tanks	BB
43 40 08	Polyethylene Tanks	BB
43 40 09	Double-Walled Polyethylene Tanks	BB

DIVISION 46 – WATER & WASTEWATER EQUIPMENT

46 10 00	Equipment General Provisions	BB
46 30 00	Chemical Feeding Equipment, General	BB
46 32 00	Sodium Hypochlorite Generation System	BB
46 33 50	Peristaltic Metering Pumps	BB
46 41 14	In-Line Mixing	BB
46 43 10	FRP Floating Decanter	BB
46 53 20	Storage Tank and Pumps	BB
46 61 34	Containerized Membrane Filtration System	BB

VOLUME 3 REFERENCE MATERIAL

Attachment A	Geotechnical Data Report
Attachment B	Containerized Membrane Filtration System Example PIDs
Attachment C	Inadvertent Discovery Plan

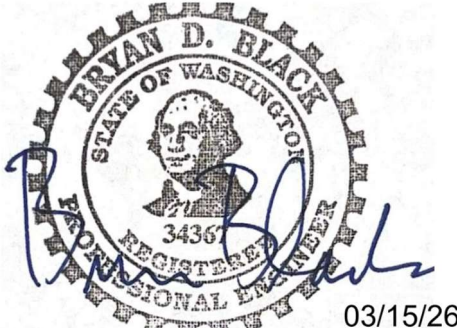
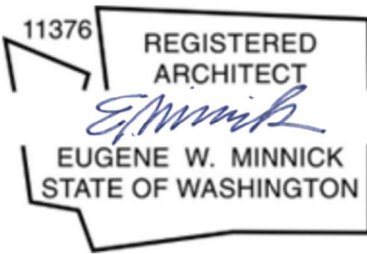
VOLUME 4 CONSTRUCTION DRAWINGS

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

SPECIFICATIONS FOR

SKAMANIA PUD: CARSON WATER TREATMENT PLANT UPGRADE

PROFESSIONAL OF RECORD CERTIFICATION(s):

Bryan Black  03/15/26	I declare the Technical Specification(s) listed below are applicable to the design for the subject project for Skamania PUD were prepared by me or under my supervision. Section(s): General Requirements, Existing Conditions, Special Construction, Earthwork, Exterior Improvements, Utilities, Material Handling Equipment, and Water & Wastewater Equipment
Dusit Roongsang  2026-01-16	I declare the Technical Specification(s) listed below are applicable to the design for the subject project for Skamania PUD were prepared by me or under my supervision. Section(s): Concrete, Metals, and Special Construction
Eugene Minnick  1/14/2026	I declare the Technical Specification(s) listed below are applicable to the design for the subject project for Skamania PUD were prepared by me or under my supervision. Section(s): Wood, Plastics, and Composites, Thermal & Moisture Protection, Openings, Finishes, and Specialties

John C. Deerkop  3/13/2026	I declare the Technical Specification(s) listed below are applicable to the design for the subject project for Skamania PUD were prepared by me or under my supervision. Section(s): Plumbing, Heating, Ventilating, and Air Conditioning, Electrical, and Communications
Scott Radford  3/13/26	I declare the Technical Specification(s) listed below are applicable to the design for the subject project for Skamania PUD were prepared by me or under my supervision. Section(s): Exterior Improvements
John C. Deerkop  3/13/2026	I declare the Technical Specification(s) listed below are applicable to the design for the subject project for Skamania PUD were prepared by me or under my supervision. Section(s): I&C for Process Systems

SECTION C-111 – ADVERTISEMENT FOR BIDS

SKAMANIA COUNTY PUD NO. 1 CARSON, WASHINGTON CARSON WATER TREATMENT PLANT

General Notice

Skamania County PUD No. 1 (Owner) is requesting Bids for the construction of the following Project:

Carson Water Treatment Plant RFP 21-4020

Bids for the construction of the **Carson Water Treatment Plant (Project)** must be emailed to Brooke Harrison, PE at Brooke.Harrison@stantec.com with the subject of the email titled: **“Carson Water Treatment Plant”** by no later than **2:00 PM, July 09, 2026**. This date shall be referred to as “Proposal Closing Time”. Bids received after Proposal Closing Time, will be considered non-responsive and will not be opened. Only bids received through email will be accepted; bids received through other delivery methods such as faxing or mail may be disqualified from further consideration. At **2:30 PM, July 09, 2026**, bids will be publicly opened and read via Zoom Meeting. A link to the Zoom Meeting is included at the end of this invitation. The Owner reserves the right to change the meeting date and time for opening bids. The maximum size of an email attachment is 15 MB. Attachments larger than that may be exchanged using large file transfer platforms.

Bidders must submit the First-tier Sub-contractor Disclosure Form (Section 00 41 00.01) in a separate email by **4:00 PM, July 09, 2026, with the subject of the email titled: “FIRST-TIER SUBCONTRACTOR DISCLOSURE FOR CARSON WATER TREATMENT PLANT”**. Failure to submit the required first-tier subcontractors list within the required two hours of the date and time for receipt of bids will deem the bid non-responsive and disqualify the bidder from further consideration.

The Project includes the following Work:

The Base Bid includes construction of a new 0.85 MG membrane filtration treatment plant, including a chemical building, onsite septic system, chlorine contact tank, chemical storage and feed systems, site grading, access and parking, utilities, demolition, site restoration and screening. Additive alternate bid items also include a canopy and standby generator.

The Project has an expected duration of **550** days.

Note: If the lowest responsive bid is higher than the PUD's budget of \$12M, the Notice of Award may be delayed up to 90 days after issuance of the Intent to Award.

Obtaining the Bid Documents, contact Brooke.Harrison@stantec.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Mandatory Pre-bid Conference

A pre-bid conference for the Project will be held on **June 15, 2026 at 1:00 p.m.** at the Skamania PUD headquarters at **1492 Wind River Highway, Carson, Washington 98610**. The meeting will be followed by a site walk of the WTP project site. Attendance at the pre-bid conference is required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Domestic Preference

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

The following waivers apply to this Contract: BABAA De Minimis, Small Grants, and Minor Components

The project is subject to American Iron and Steel (AIS) requirements under the Consolidated Appropriations Act of 2017 (Section 746 Division A of Title VII) mandating for all iron and steel products to be produced in the United States.

Wage Requirements

This project is subject to the requirements of the Davis-Bacon Act or State of Washington L&I wages, whichever is higher. The applicable effective date for prevailing wages is the bid due date of **July 09, 2026**.

Apprentice Utilization Requirements (AURs)

This project is subject to the Washington State Apprenticeship Act which requires compliance with RCW 39.04.320, RCW 39.04.340 and RCW 39.04.350. The prime contractor and any subcontractor that employs hourly workers is obligated to hire apprentices that are enrolled in a state-approved apprentice program to perform 15% of the labor hours on a public works project. The Contractor shall be required to submit an "Apprentice Utilization Plan" using the PWIA System within 30 calendar days of execution, however no later than the preconstruction meeting, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement.

SCHEDULE OF EVENTS:

- | | |
|---|----------------------------|
| • Release Invitation to Bid documents | June 8, 2026 |
| • Mandatory Pre-Bid Meeting | June 15, 2026, at 1:00 PM |
| • Deadline to Ask Project Questions | June 29, 2026, at 11:59 PM |
| • Deadline to Protest Invitation to Bid Materials | June 29, 2026, at 11:59 PM |
| • Proposal Closing Time | July 9, 2026, at 2:00 PM |
| • Bid Opening | July 9, 2026, at 2:30 PM |
| • First-Tier Subcontractor Disclosure Form | July 9, 2026, at 4:00 PM |

Owner reserves the right to modify this schedule of events at any time in the best interests of the Owner. Any changes to the schedule occurring before bid opening will be issued within an addendum.

LINK TO BID OPENING ZOOM MEETING: <https://stantec.zoom.us/j/93895777940>

This Advertisement is issued by:

Owner: **Skamania County PUD No. 1**

By: **Stantec**

Title: **Adam Odell, PE**

Date: **June 8, 2026**

**SECTION C-200 – INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION
CONTRACT**

TABLE OF CONTENTS

	Page
Article 1— Defined Terms	1
Article 2— Bidding Documents.....	1
Article 3— Qualifications of Bidders.....	3
Article 4— Pre-Bid Conference.....	4
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.	4
Article 6— Bidder’s Representations and Certifications	6
Article 7— Interpretations and Addenda	6
Article 8— Bid Security	7
Article 9— Contract Times.....	7
Article 10— Substitute and “Or Equal” Items.....	7
Article 11— Subcontractors, Suppliers, and Others	8
Article 12— Preparation of Bid.....	9
Article 13— Basis of Bid.....	10
Article 14— Submittal of Bid	10
Article 15— Modification and Withdrawal of Bid	10
Article 16— Opening of Bids.....	11
Article 17— Bids to Remain Subject to Acceptance	11
Article 18— Evaluation of Bids and Award of Contract	11
Article 19— Bonds and Insurance	12
Article 20— Signing of Agreement	12
Article 21— Sales and Use Taxes	13
Article 22— Federal Requirements	13

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.
 - B. Domestic Preference – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.
 - C. AIS - American Iron and Steel (AIS) requirements under the Consolidated Appropriations Act of 2017 (Section 746 Division A of Title VII) mandating for all iron and steel products to be produced in the United States.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in

Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Bluebeam PDF (Revu 21 Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Construction Plans and Specifications
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications as described in C-451 Qualifications Statement.
 - F. Owner in its sole discretion will determine if a bidder is qualified to do the advertised work.
- 3.02 *DELETED.*
- 3.03 Bidders must meet the Mandatory Bidder Responsibility Criteria as defined by Revised Code of Washington (RCW) 39.04.350(1).
- A. 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.
 - B. Have a current state unified business identifier number.
 - 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. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).;
 - E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
 - F. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities

that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

- G. 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.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE.

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner 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.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Engineering Report (GER).
 - a. As set forth in the Supplementary Conditions, the GER describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GER are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GER, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GER is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GER is a Contract Document containing data prepared by or for the Owner in support of the GER.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.

- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: John Shields, Water System Operator, jshields@skamaniapud.com, 541.490.4643. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Adam Odell, PE; adam.odell@stantec.com.

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 100 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Deleted.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 Deleted.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by

Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. Each such request shall include the Manufacturer’s Certification provided in these construction Contract Documents. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include manufacturer’s Certification letter to Document compliance with Domestic Preference requirements. Refer to Manufacturer’s Certification letter provide in these contract Documents.

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 Deleted.

- 11.02 For projects that cost an estimated \$1 million or more: Each bidder must submit a list of all subcontractors for HVAC, plumbing, or electrical work, structural steel installation, and rebar installation (RCW 39.30.060). The list for HVAC, plumbing, and electrical must be submitted within one hour after the bid submittal deadline. The list for structural steel and rebar installation must be submitted within 48 hours after the bid submittal deadline. The bidder may also submit itself for any of these categories and/or may submit the list at the time the bid is submitted.

A. Key categories include: Microfiltration supplier, chemical feed system supplier, electrical subcontractor, onsite septic supplier, diesel generator and ATS supplier, HVAC subcontractor, fire protection subcontractor, mechanical subcontractor and SCADA integrator.

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the

Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

- 11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in General Conditions 7.07A.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each Bid item and alternate item listed therein.

B. Deleted.

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

- 12.06 A Bid by an individual must show the Bidder's name and official address.

- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.

- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must

certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

- 12.13 Bid documents must also include a signed certification letter stating that the Containerized Membrane Filtration System as specified in 46 61 34 complies with the American Iron and Steel and BABA requirements. Note: no waivers will be granted for this equipment. Bids that do not contain the certification will be considered a non-responsive bid and will result in disqualification.

ARTICLE 13—BASIS OF BID

13.01 *Deleted*

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for each Base Bid Item and include a separate lump sum price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to the Base Bid if Owner selects either alternate.
- B. The award of the Bid will be to a single contractor and will be based on the lowest total responsive and responsible Base Bid. The Owner may or may not choose an Additive Alternate.

13.03 *Deleted*

13.04 *Deleted*

13.05 *Deleted*

13.06 *Deleted*

13.07 *Deleted*

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 If the lowest responsive bid is higher than the PUD's budget of \$12M, the Notice of Award may be delayed up to 90 days after issuance of the Intent to Award.
- 18.02 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.03 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.04 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.05 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.06 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. Deleted
 - D. Deleted
 - E. Deleted
 - F. Deleted
- 18.07 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions. The

Successful Bidder must sign the Owner's Agreement as presented by the Owner. The Owner is not required to accept any changes to the Agreement.

ARTICLE 21—SALES AND USE TAXES

21.01 The Owner is subject to Washington State Sales and Use Taxes on materials and equipment used in the work.

ARTICLE 22—FEDERAL REQUIREMENTS

22.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

22.02 Federal requirements in Article 19 of the Supplementary Conditions and funding requirements included in attachments to the bid documents apply to this Contract.

22.03 Contract Wage Hours and Safety Standards Act (CWHSSA): Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in 29 CFR Part 5 and 2 CFR 200 Appendix II(E).

22.04 The applicable effective date for prevailing wages is the bid due date of July 9, 2026.

SECTION C410 – BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Skamania County PUD No. 1, 1492 Wind River Hwy, Carson, Washington 98610.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 This project will be partially funded with Federal funds from the United States Department of Agriculture, Rural Development and the US Environmental Protection Agency and therefore is subject to the Federal laws and regulations associated with these programs. By submitting a bid, the bidder agrees to comply with these programs.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors in accordance with RCW 39.30.060;
 - C. Proposed Supplier/Subcontractor for the welded steel tank;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement C-451 with supporting data;
 - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
 - H. If the Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
 - I. If the Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
 - J. If the public works contract is awarded after July 1, 2024 and the contract price is in excess of \$2,000,000, provisions of the Washington State Apprenticeship Act which includes minimum Apprenticeship Utilization Requirements (AURs), incentives and penalties as described in RCW 39.04.320, RCW 39.04.340 and RCW 39.04.350 apply.
 - K. Signed certification of Good Faith Efforts, Contract Language Administration and Contract Language.
 - L. Signed certification of Sworn Statement of Compliance with Small, Women and Minority Business Utilization Requirements.
 - M. Signed Certification Regarding Lobbying Activities

- N. Signed certification letter stating that the Containerized Membrane Filtration System as specified in 46 61 34 complies with the American Iron and Steel and BABA requirements. Note: no waivers will be granted for this equipment.

ARTICLE 3—BASIS OF BID—BASE BID LUMP SUM AND ADDITIVE ALTERNATE LUMP SUM BIDS

Bidders must submit lump sum prices for each Base Bid Item and each Additive Alternate Bids. The award of the Bid will be to a single contractor and will be based on the lowest total responsive and responsible Base Bid. The Owner may or may not choose to award an Additive Alternate.

A. Base Bid - Lump Sum Bids

Item 1: Lump Sum Bid Price	\$
Item 2: Trench Excavation Safety Systems Lump Sum Price	\$
Item 3: Washington State Sales & Use Taxes (7.7%) Lump Sum Price	\$
Total Base Bid Price	\$

B. Additive Alternate Lump Sum Bids

Alternate A – Canopy (Additive)	\$
Alternate A - Washington State Sales & Use Taxes	\$
Total Additive Alternate A Bid Price	\$
Alternate B – Standby Generator (Additive)	\$
Alternate B - Washington State Sales & Use Taxes	\$
Total Additive Alternate B Bid Price	\$

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **Add rows as needed. Bidder is to complete table.**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work including all Domestic Preference requirements and Washington State Apprenticeship Utilization Requirements.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

SECTION C430 – BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Skamania County PUD No. 1 Address <i>(principal place of business)</i> :	Bid Project: Carson WTP RFP# 22-3, Carson, Washington Skamania County PUD No. 1, 1492 Wind River Highway, Carson, WA 98610 Bid Due Date: July 9, 2026
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION C-451 – QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

A bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended, or does not meet the criteria described in this Section. The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and Supplemental Criteria described in Article 11 of this Section.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

- 1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:		
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$	
Name:		Title:		
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$	
Name:		Title:		
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$	
Name:		Title:		

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		

☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRF R	MH	EMR	TRF R	MH	EMR	TRF R	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		

Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)	
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ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?		☐ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address			

(principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?			
Been barred from contracting by any local, state, or federal agency within the last 5 years?			
Been released from a bid in the past 5 years? ☐ Yes ☐ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.

- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

ARTICLE 10—MANDATORY BIDDER RESPONSIBILITY CRITERIA AS DEFINED BY REVISED CODE OF WASHINGTON (RCW) 39.04.350(1).

10.01 Provide the following information with the Statement of Qualifications:

- A. Certificate of registration in compliance with applicable RCW.
- B. State unified business identifier number.
- C. 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. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. Compliance by the Washington state apprenticeship and training council 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.
- F. Designated person or persons trained on the requirements related to public works and prevailing wage under chapter 39.12 RCW, unless exempt. (Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection).
- G. Statement of no determination 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 within the three-year period immediately preceding the date of the bid solicitation.

ARTICLE 11—SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in Supplemental Criteria 11.01 and 11.02. Evidence that the Bidder meets Supplemental Criteria 11.03-11.08 shall be provided by the Bidder as stated later in this Section.

11.01 Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does

not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

11.02 Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

11.03 Subcontractor Responsibility

- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

11.04 Claims Against Retainage and Bonds

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

11.05 Public Bidding Crime

- A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

11.06 Termination for Cause / Termination for Default

- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

11.07 Lawsuits

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

11.08 Bidder Experience Criteria

- A. Criterion: The bidder shall have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were “successfully completed”, the Owner may check bidder references for the previous projects and may assess the bidder’s performance, including but not limited to the following areas:

- 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, change orders and close-out

The bidder shall submit a list of at least **3** similar projects they have **completed**

successfully in the last seven (7) years. These projects shall be of similar size and scope to this project. At least one project must have been related to water treatment or wastewater treatment. For the purposes of meeting this criterion, the Owner has determined that “similar in size and scope to this project” means projects that have the following characteristics:

- Public works projects exceeding \$10,000,000 in construction cost.

Project Name and Owner	Contact Name, Phone Number and Email	Original Cost and Final Cost	Start and Ending Dates	Project Description

As evidence that the Bidder meets the Supplemental Responsibility Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the Supplemental Criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Responsibility Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder’s compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency

may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Schedule A—Current Projects

Name of Organization					
Project Owner			Project		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner		Project			
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project			
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project			
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

SECTION C-510 – NOTICE OF AWARD

Date of

Owner: Skamania PUD

Owner's Project No.:

Engineer: Stantec

Engineer's Project 2002006274

Project: Carson Water Treatment Plant Upgrade CIP 21-4020

Contract Name: Carson Water Treatment Plant Upgrade CIP 21-4020

Bidder:

Bidder's

You are notified that Owner has accepted your Bid dated **July 9, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a new 0.85 MG membrane filtration treatment plant, including a chemical building, onsite septic system, chlorine contact tank, chemical storage and feed systems, site grading, access and parking, utilities, demolition, site restoration and screening

The Contract Price of the awarded Contract is **\$Contract Price**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Compliance with insurance and bonds

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Skamania County PUD No. 1**

By (*signature*):

Name (*printed*):

Title:

Copy: Engineer

**SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **Skamania County PUD No. 1** (“Owner”) and **name of contracting entity** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of a new 0.85 MG membrane filtration treatment plant, including a chemical building, onsite septic system, chlorine contact tank, chemical storage and feed systems, site grading, access and parking, utilities, demolition, site restoration and screening.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction of a new 0.85 MG membrane filtration treatment plant, including a chemical building, onsite septic system, chemical storage and feed systems, site grading, access and parking, utilities, demolition, site restoration and screening.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Stantec** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Stantec**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Deleted.
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within **520** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **550** days after the date when the Contract Times commence to run.
- 4.04 Deleted
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)

is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Deleted.
 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. Deleted.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

BASE BID (_____) (\$ _____).

(USE WORDS)

(USE FIGURES)

ALTERNATE A BID (_____) (\$ _____).

(USE WORDS)

(USE FIGURES)

ALTERNATE B BID (_____) (\$ _____).

(USE WORDS)

(USE FIGURES)

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 30 days of submittal during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) Deleted.
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Retainage is not released until a certificate of release of retainage is issued by the Washington State Department of Revenue (DOR), Employment Security Department (ESD), and Labor & Industries (L&I).

6.06 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual.
 6. Drawings (not attached but incorporated by reference) consisting of **100** sheets with each sheet bearing the following general title: **Carson Water Treatment Project RFP #22-3**.
 7. Addenda (numbers **number** to **number**, inclusive).
 8. Skamania County Building Permit, Septic Permit and Conditions of Approval
 9. Contractor's bid proposal
 10. Signed USDA Funding Certifications (Attachment A)
 - a. Compliance Statement Form RD 400-6
 - b. Debarment Form AD-1048
 - c. Contracts, Grants and Loans Form 1940-Q
 - d. Owner's Attorney and Agency Concurrence RUS Bulletin 1780-26, Attachments A.1 and A.2
 - e. Domestic Preference RUS Bulletin 1780-26
 - f. Contractor's Compliance with BABA Requirements RUS Bulletin 1780-26 Attachments A.3

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)

- g. Manufacturer's Compliance with BABA Requirements RUS Bulletin 1780-26 Attachments
- 11. Signed EPA Funding Certifications (Attachment B)
 - a. Good Faith Efforts
 - b. American Iron and Steel Compliance Statement
 - c. Equal Opportunity Compliance
 - d. Lobbying Activities.
- 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any..
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)

Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9— FUNDING AND FEDERAL REQUIREMENTS

9.01 Domestic Preferences for Procurement

- A. Build America, Buy America Act (BABAA). All Iron and Steel Products, Manufactured Products, and Construction Materials used in this project must comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Aggregates such as stone, sand, or gravel do not apply to BABA.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)

- B. American Iron and Steel I(AIS). All Iron and Steel Products used in this project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor.

9.02 Wages

- A. The project shall comply with the Davis-Bacon Wage Act or State of Washington L&I, whichever is higher. The applicable effective date for prevailing wages is the bid due date of July 9, 2026.
- B. The project shall comply with the Davis-Bacon Provisions, including the review of certified payroll records per the Department of Labor Form WH-347 or equivalent, and compliance with the DBRA Requirements for Contractors and Subcontractors Under EPA Grants for contracts over \$100,000.
- C. The Contractor shall comply with the Contractor Work Hours and Safety Standards Act 40 U.S. C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5).

9.03 General Compliance

- A. The project shall comply with Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
- 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 EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract of other legally available remedies.
- C. The Contractor shall comply with the Clean Air Act (42 U.S.C 7401 – 7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251 – 1387) as amended.
- D. The Contractor shall comply with Debarment and Suspension (Executive Orders 12549 and 12689).
- E. The Contractor shall comply with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- F. The Contractor shall comply with the Procurement of Recovered Materials, Section 6002 of the Solid Waste Disposal Act.

ARTICLE 10—APPRENTICE UTILIZATION REQUIREMENTS (AURS)

- 10.01 The project shall comply with the provisions of the Washington State Apprenticeship Act, as described in RCW 39.04.320, RCW 39.04.340 and RCW 39.04.350.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **indicate date on which Contract becomes effective** (which is the Effective Date of the Contract).

Owner:

Skamania County PUD No. 1

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

*(If **Type of Entity** is a corporation, attach evidence of authority to sign. If **Type of Entity** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

*(If **Type of Entity** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)

STANTEC – JUNE 2026 ISSUED FOR CONSTRUCTION)
2002006274 - CARSON WTP

PAGE C-520- 8

SECTION C-550 – NOTICE TO PROCEED

Owner:	Skamania County PUD No. 1	Owner's Project No.:	CIP 21-4020
Engineer:	Stantec	Engineer's Project No.:	2002006274
Contractor:		Contractor's Project No.:	
Project:	Carson Water Treatment Plant CIP 21-4020		
Contract Name:	Carson Water Treatment Plant CIP 21-4020		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **date** Contract Times are to start pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **520** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **date, calculated from commencement date above**; and the number of days to achieve readiness for final payment is **550** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **date, calculated from commencement date above**.

Before starting any Work at the Site, Contractor must comply with the following:

Comply with PUD access and security restrictions.

Owner:	Skamania County PUD No. 1
By (<i>signature</i>):	
Name (<i>printed</i>):	
Title:	
Date Issued:	
Copy: Engineer	

Contractor Name: Full formal name of Contractor Address <i>(principal place of business)</i> : Address of Contractor's principal place of business		Surety Name: Full formal name of Surety Address <i>(principal place of business)</i> : Address of Surety's principal place of business	
Owner Name: Skamania County PUD No. 1 Mailing address <i>(principal place of business)</i> : 1492 Wind River Hwy, Carson, WA 98610		Contract Description <i>(name and location)</i> : Carson WTP RFP #22-3 Contract Price: Amount from Contract Effective Date of Contract: Date from Contract	
Bond Bond Amount: Amount Date of Bond: Date <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16			
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.			
Contractor as Principal		Surety	
<i>(Full formal name of Contractor)</i>		<i>(Full formal name of Surety) (corporate seal)</i>	
By: _____	By: _____	By: _____	
<i>(Signature)</i>	<i>(Signature)</i>	<i>(Attach Power of Attorney)</i>	
Name: _____	Name: _____	Name: _____	
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	
Title: _____	Title: _____	Title: _____	
Attest: _____	Attest: _____	Attest: _____	
<i>(Signature)</i>	<i>(Signature)</i>	<i>(Signature)</i>	
Name: _____	Name: _____	Name: _____	
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	<i>(Printed or typed)</i>	
Title: _____	Title: _____	Title: _____	
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.			

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - a. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - b. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - c. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - a. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - b. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 1) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 2) Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - a. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - b. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - c. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - a. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled,

reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- b. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - c. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - d. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - e. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

SECTION C-612 – WARRANTY BOND

Contractor Name: Full formal name of Contractor Address (<i>principal place of business</i>): Address of Contractor's principal place of business	Surety Name: Full formal name of Surety Address (<i>principal place of business</i>): Insert address of Surety's principal place of business
Owner Name: Skamania County PUD No. 1 Address (<i>principal place of business</i>): 1492 Wind River Hwy, Carson, WA 98610	Construction Contract Description (<i>name and location</i>): Carson WTP RFP #22-3 Contract Price: Amount from Contract Effective Date of Contract: Date from Contract Contract's Date of Substantial Completion: Date from Contract
Bond Bond Amount: Amount Date of Bond: Date Modifications to this Bond form: ☐ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until insert number of years, typically either two or three years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - a. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - b. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - c. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - d. *Substantial Completion*—As defined in the Construction Contract.
 - e. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **Describe modification or enter "None"**

SECTION C-615 – PAYMENT BOND

Contractor Name: Full formal name of Contractor Address (<i>principal place of business</i>): Address of Contractor's principal place of business	Surety Name: Full formal name of Surety Address (<i>principal place of business</i>): Address of Surety's principal place of business
Owner Name: Skamania County PUD No. 2 Mailing address (<i>principal place of business</i>): 1492 Wind River Hwy, Carson, WA 98612	Contract Description (<i>name and location</i>): Carson WTP RFP #22-3 Contract Price: Amount, from Contract Effective Date of Contract: Date, from Contract
Bond Bond Amount: Amount Date of Bond: Date <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - a. Claimants who do not have a direct contract with the Contractor
 - 1) have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 2) have sent a Claim to the Surety (at the address described in Paragraph 13).
 - b. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
2. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
3. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - a. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - b. Pay or arrange for payment of any undisputed amounts.
 - c. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
4. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

5. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
6. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
8. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
9. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
10. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
11. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
12. Definitions
 - a. *Claim*—A written statement by the Claimant including at a minimum:
 - 1) The name of the Claimant;
 - 2) The name of the person for whom the labor was done, or materials or equipment furnished;
 - 3) A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 4) A brief description of the labor, materials, or equipment furnished;
 - 5) The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 6) The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 7) The total amount of previous payments received by the Claimant; and

- 8) The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- b. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- c. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- d. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- e. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
13. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
14. Modifications to this Bond are as follows: **Describe modification or enter "None"**

APPLICATION FOR PAYMENT

Prepared By



Endorsed By



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www.nspe.org

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www.acec.org

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GUIDELINES FOR THE INTENDED USE OF EJCDC C-620, APPLICATION FOR PAYMENT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Application for Payment is used to facilitate periodic progress payments to the Contractor for Work completed and for stored materials and equipment (referred to in this document as "Stored Materials").

For additional information regarding the Application for Payment, see EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.01, and EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

2.0 APPLICATION FOR PAYMENT OVERVIEW

This document was prepared in Microsoft Excel due to the number of calculations involved in the preparation of the Application for Payment. The application consists of a Summary worksheet, and 3 supporting worksheets: Lump Sum worksheet, Unit Price worksheet, and Stored Materials worksheet.

- 2.1 *Summary Worksheet* — calculates the amount to be paid to the Contractor at the end of each Application for Payment period. This calculation imports numbers from the supporting worksheets to determine the value of the Work completed and Stored Materials, calculate retainage, and deduct amounts previously paid to determine the amount the Contractor should be paid for the current application period. Application periods are typically one month; however these periods may be extended when Contractor's efforts do not result in the billable completion of Work or storage of materials and equipment during the payment period.
- 2.2 *Lump Sum Worksheet* — calculates the total value for completed Work for which compensation is paid on a Lump Sum basis. The schedule of values included in this worksheet reflects a breakdown of lump sum Work items to which Contractor and Engineer have agreed, pursuant to Article 2 of the General Conditions. Costs for Stored Materials associated with lump sum items are included on this worksheet to calculate the total value for completed lump sum Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for materials currently stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.
- 2.3 *Unit Price Worksheet* — calculates the total value for completed Work for which compensation is paid on a Unit Price basis. The schedule of values included in this spreadsheet is typically a tabulation of Unit Price items from the Agreement. Costs for Stored Materials associated with unit price items are included in this worksheet to calculate the total value for completed Unit Price Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for Materials Currently Stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.

2.4 *Stored Materials Worksheet* — calculates the total value for materials and equipment that have been purchased and are being stored until they are incorporated into the Work. This worksheet adds materials and equipment to the worksheet as they are brought to the site and stored; such Stored Materials are then deducted from the Stored Materials worksheet total as they are incorporated into the Work, providing a running net value for the materials and equipment remaining in storage. The values of Stored Materials must be manually added to the Lump Sum or Unit Price line items. These do not automatically update when changes are made. The amount of materials remaining in storage is eligible for payment but must be tracked separately from Work completed since different retainage rates may apply to Work completed and Stored Materials.

3.0 Instructions for filling out the Payment Application form

- 3.1 Project-specific information is to be entered in the top portion (header) of the Summary worksheet. This same information will automatically be copied to the other worksheets to complete the headers on all other worksheets.
- 3.2 Outside of the header, data can be entered in non-shaded cells when the sheet is protected. Cells shaded light blue contain equations that will automatically transfer data from other cells or make calculations to complete the worksheet. Altering any of these cells can result in errors in the Application for Payment. It is recommended that the worksheets be protected at all times unless alterations are deliberately being made to the Application for Payment form other than to enter data. See Paragraph 4.0 below for information on Protection of Worksheets.
- 3.3 Enter information regarding each item in the Lump Sum and/or Unit Price worksheets. For Lump Sum projects, each item should represent an item in the schedule of values prepared by the Contractor and approved by the Engineer/Owner, breaking down the Lump Sum amount into measurable components. For Unit Price contracts, use numbers from the Agreement as the schedule of values. Specific information on the data to be entered into each column may be seen by clicking on the header description for that column. Similar comments may be seen for cells in the "Totals" row that indicates how the number is calculated and where this number is exported to another part of the spreadsheet. See the Commentary for additional information.

3.4 The equations in the Summary worksheet use numbers imported from both the Lump Sum and Unit Price worksheets. Projects will typically either use the Lump Sum or the Unit Price worksheet, but some projects may use both. If one of the worksheets is not used, it should be hidden and not deleted. If it is deleted, Users will need to correct the equations in the Summary worksheet by unprotecting the worksheet and editing the equations. To hide a worksheet, right click on the worksheet tab at the bottom of the worksheet and select "Hide." To unhide a worksheet, right click on any worksheet tab and select "Unhide," and then select the worksheet to unhide and click "Okay." This same process may be used to hide these Guidelines for Use.

4.0 Protection of Worksheets

- 4.1 The cells in this Workbook that create the forms or contain equations have been coded to "lock" the cells that should not be altered. It is recommended that the Workbook be Protected (cells locked) at all times unless it is necessary to add or delete rows. Directions for adding and deleting rows are provided in the next section. Passwords can be used to lock the Protect / Unprotect settings on spreadsheets, however the worksheets in this workbook do not require a password.
- 4.2 To unprotect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Unprotect Sheet." To protect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Protect Sheet." This will open a dialog box in which the User is allowed to select protection options. It is recommended that only the top two checkboxes for "Select Locked Cells" and "Select Unlocked Cells" be checked. This will reset the protection for the Worksheet.

5.0 Adding and Deleting Rows

- 5.1 A limited number of blank rows are provided in the Lump Sum, Unit Price, and Stored Material worksheets. Additional rows may be added to these worksheets by the User. The first step in this process is to unprotect the worksheet as previously discussed. After the sheet is unprotected, move with caution to prevent inadvertently deleting any cells that contain equations. To insert a row, right click in the row heading at the left of the spreadsheet and select "Insert." A new row will be inserted at the location where the cursor was placed in the row heading. If more than one new row is desired, left click and drag the cursor to include the desired number of rows, right click in the selected row headings and then select "Insert." It is important that the line immediately above the "Totals" row not be included in the rows selected. Doing so will require that equations in the "Totals" row be adjusted. When rows are inserted, Excel automatically adjusts the equations to include the new rows, unless the row directly above the "Totals" row is also selected.
- 5.2 After new rows are inserted, it is important to copy a line from one of the original rows so correct formatting and equations are copied into each new row. To do this, select the row to be copied by clicking the cell in Column A and dragging the cursor to the last column in the table. Then select "Copy" from the menu or type CTRL+C to copy the cells. Excel will show that this row has been copied by showing a moving dashed line around the cells that are to be copied. Then select the new rows into which the information is to be copied as before and select Paste from the menu or type CTRL+V.
- 5.3 To delete an unused row, right click in the row heading on the left of the spreadsheet for the row to be deleted and select "Delete." The selected row will be deleted. If more than one row is to be deleted, left click and drag the cursor to the desired number of rows to be deleted and then right click to open the menu and select "Delete." Unlike the admonition on adding new rows, it is okay to delete the row just above the "Totals" row.
- 5.4 After rows have been added or deleted, it is important reset the worksheet protection.

6.0 Saving Files

This file is provided as a Microsoft® Excel Open XML workbook template (.xltx) to prevent this file from being inadvertently changed. When an application for payment is created for a specific project it should be saved as an Excel workbook (.xlsx) file. To do this, select Save As (F12), type in a new file name and select Excel Workbook (.xlsx) from the drop down Save As Type menu.

7.0 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.

Contractor's Application for Payment

Owner: _____	Owner's Project No.: _____
Engineer: _____	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: _____	
Contract: _____	
Application No.: _____	Application Date: _____
Application Period: From _____ to _____	

1. Original Contract Price	\$ -
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ -
5. Retainage	
a. _____ X \$ - Work Completed	\$ -
b. _____ X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ -
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ -
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____
Signature: _____ Date: _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Owner:	
Engineer:	
Contractor:	
Project:	
Contract:	

Owner's Project No.:	
Engineer's Project No.:	
Contractor's Project No.:	

Owner:	
Engineer:	
Contractor:	
Project:	
Contract:	

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

[illegible]

Contractor's Application for

Application _____ Application Period: From _____ to _____ Application Date: _____

EICDC C-620 Contractor's Application for Payment

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project _____ Contractor's Project _____
--	---

Application _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.		Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity		Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporate d in the Work	Value of Work Completed to Date (E X G)				
Description											

Change Orders

[illegible]

Change Order Totals	\$ -		\$ -	\$ -	\$ -		\$ -
---------------------	------	--	------	------	------	--	------

Original Contract and Change Orders						
EJCDC C-620 Contractor's Application for Payment						
Unit Price	(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.	Project Totals \$	\$ -	\$ -		\$ 12 of 1

Stored Materials Summary						Contractor's Application for Payment							
Owner: _____						Owner's Project No.: _____							
Engineer: _____						Engineer's Project No.: _____							
Contractor: _____						Contractor's Project No.: _____							
Project: _____													
Contract: _____													
Application _____						Application From _____ to _____		Application Date: _____					
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work	Amount Incorporated in the Work this Period	Total Amount Incorporated in the Work		
								-			-	-	
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								-			-	-	
								-			-	-	
								-			-	-	
Totals						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

SECTION C-625 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Skamania PUD
Engineer: Stantec
Contractor:
Project: Carson WTP RFP #22-3
Contract Name: Carson WTP RFP #22-3

Owner's Project No.:
Engineer's Project No.: 2002006274
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Construction of new filtration water treatment plant.

Date of Substantial Completion: **Enter date, as determined by Engineer**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

List amendments to Owner's Responsibilities

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

List amendments to Contractor's Responsibilities

The following documents are attached to and made a part of this Certificate:

List attachments such as punch list; other documents

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____
Name *(printed)*: _____
Title: _____

SECTION C-626 – NOTICE OF ACCEPTABILITY OF WORK

NOTICE OF ACCEPTABILITY OF WORK

Owner: Skamania PUD
Engineer: Stantec
Contractor: No.:
Project: Carson WTP RFP #22-3
Contract Name: Carson WTP RFP #22-3
Effective Date of the Construction Contract:
Notice Date:

Owner's Project No.:
Engineer's Project No.: 2002006274
Contractor's Project No.:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **date of professional services agreement** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

**SECTION 00 70 00– STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION
CONTRACT**

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2—Preliminary Matters	6
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance	6
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Acceptance of Schedules	7
2.06 Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse	8
3.01 Intent	8
3.02 Reference Standards	9
3.03 Reporting and Resolving Discrepancies	9
3.04 Requirements of the Contract Documents	10
3.05 Reuse of Documents	10
Article 4—Commencement and Progress of the Work	11
4.01 Commencement of Contract Times; Notice to Proceed	11
4.02 Starting the Work	11
4.03 Reference Points	11
4.04 Progress Schedule	11
4.05 Delays in Contractor’s Progress	11
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	13
5.01 Availability of Lands	13
5.02 Use of Site and Other Areas	13
5.03 Subsurface and Physical Conditions	14
5.04 Differing Subsurface or Physical Conditions	15
5.05 Underground Facilities	16
5.06 Hazardous Environmental Conditions at Site	18
Article 6—Bonds and Insurance	20
6.01 Performance, Payment, and Other Bonds	20

6.02	Insurance—General Provisions	21
6.03	Contractor’s Insurance	22
6.04	Builder’s Risk and Other Property Insurance	23
6.05	Property Losses; Subrogation	24
6.06	Receipt and Application of Property Insurance Proceeds	25
Article 7—Contractor’s Responsibilities		25
7.01	Contractor’s Means and Methods of Construction	25
7.02	Supervision and Superintendence	25
7.03	Labor; Working Hours	26
7.04	Services, Materials, and Equipment	26
7.05	“Or Equals”	26
7.06	Substitutes	27
7.07	Concerning Subcontractors and Suppliers	29
7.08	Patent Fees and Royalties	30
7.09	Permits	30
7.10	Taxes	31
7.11	Laws and Regulations	31
7.12	Record Documents	31
7.13	Safety and Protection	31
7.14	Hazard Communication Programs	32
7.15	Emergencies	32
7.16	Submittals	33
7.17	Contractor’s General Warranty and Guarantee	35
7.18	Indemnification	36
7.19	Delegation of Professional Design Services	37
Article 8—Other Work at the Site		37
8.01	Other Work	37
8.02	Coordination	38
8.03	Legal Relationships	38
Article 9—Owner’s Responsibilities		39
9.01	Communications to Contractor	39
9.02	Replacement of Engineer	39
9.03	Furnish Data	40
9.04	Pay When Due	40
9.05	Lands and Easements; Reports, Tests, and Drawings	40
9.06	Insurance	40

9.07	Change Orders	40
9.08	Inspections, Tests, and Approvals.....	40
9.09	Limitations on Owner’s Responsibilities	40
9.10	Undisclosed Hazardous Environmental Condition.....	40
9.11	Evidence of Financial Arrangements	40
9.12	Safety Programs.....	40
Article 10—Engineer’s Status During Construction		41
10.01	Owner’s Representative	41
10.02	Visits to Site	41
10.03	Resident Project Representative	41
10.04	Engineer’s Authority	41
10.05	Determinations for Unit Price Work	42
10.06	Decisions on Requirements of Contract Documents and Acceptability of Work	42
10.07	Limitations on Engineer’s Authority and Responsibilities.....	42
10.08	Compliance with Safety Program	42
Article 11—Changes to the Contract		42
11.01	Amending and Supplementing the Contract	42
11.02	Change Orders	43
11.03	Work Change Directives.....	43
11.04	Field Orders	43
11.05	Owner-Authorized Changes in the Work.....	44
11.06	Unauthorized Changes in the Work.....	44
11.07	Change of Contract Price	44
11.08	Change of Contract Times.....	45
11.09	Change Proposals.....	45
11.10	Notification to Surety	46
Article 12—Claims		47
12.01	Claims	47
Article 13—Cost of the Work; Allowances; Unit Price Work		48
13.01	Cost of the Work.....	48
13.02	Allowances.....	51
13.03	Unit Price Work.....	51
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....		52
14.01	Access to Work	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work	53

14.04	Acceptance of Defective Work	54
14.05	Uncovering Work	54
14.06	Owner May Stop the Work	54
14.07	Owner May Correct Defective Work	55
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period.....		55
15.01	Progress Payments	55
15.02	Contractor’s Warranty of Title	58
15.03	Substantial Completion.....	58
15.04	Partial Use or Occupancy	59
15.05	Final Inspection	59
15.06	Final Payment	60
15.07	Waiver of Claims	61
15.08	Correction Period.....	61
Article 16—Suspension of Work and Termination		62
16.01	Owner May Suspend Work	62
16.02	Owner May Terminate for Cause.....	62
16.03	Owner May Terminate for Convenience	63
16.04	Contractor May Stop Work or Terminate	63
Article 17—Final Resolution of Disputes		64
17.01	Methods and Procedures	64
Article 18—Miscellaneous		64
18.01	Giving Notice.....	64
18.02	Computation of Times	64
18.03	Cumulative Remedies	65
18.04	Limitation of Damages	65
18.05	No Waiver	65
18.06	Survival of Obligations	65
18.07	Controlling Law	65
18.08	Assignment of Contract	65
18.09	Successors and Assigns	65
18.10	Headings	65

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.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 two 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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

- 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.

TABLE OF CONTENTS

	Page
Article 1 - Definitions and Terminology	1
Article 2 - Preliminary Matters	3
Article 3 - Contract Documents: Intent, Requirements, Reuse	3
Article 4 - Commencement and Progress of the Work.....	3
Article 5 - Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions	5
Article 6 - Bonds and Insurance	5
Article 7 - Contractor’s Responsibilities.....	7
Article 8 - Other Work at the Site	10
Article 9 - Owner’s Responsibilities	10
Article 10 - Engineer’s Status During Construction.....	10
Article 11 - Changes to the Contract.....	11
Article 12 - Claims	12
Article 13 - Cost of Work; Allowances, Unit Price Work	12
Article 14 - Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	12
Article 15 - Payments to Contractor, Set Offs; Completions; Correction Period	12
Article 16 - Suspension of Work and Termination.....	14
Article 17 - Final Resolutions of Disputes	14
Article 18 - Miscellaneous	15
Article 19 - Federal Requirements	16
Article 20 - Washington State Apprentice Utilization Requirements	23

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

SC 1.01 Defined Terms – add after SC.1.01.13:

Contract float – The number of days that an activity or sequence of activities can be delayed without affecting the overall project schedule. It represents the flexibility in the project schedule and allows for adjustments without causing delays to substantial completion and final completion.

Add the following after SC-1.01.23

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 non-factual 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.A.30 – Add the following at the end of the Paragraph:

For the purposes of Rural Development, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph

1.01.A.50:

51. Agency – The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Section 1921 et seq.). The Rural

Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

SC-1.01.A.52 – Add the following new paragraph with the title “Domestic Preference Definitions” immediately after Paragraph 1.01.A.51:

52.a Build America, Buy America Act (BABAA) – Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953-58 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States, in accordance with 2 CFR part 184.

52.b Construction Materials – Those articles, materials, or supplies — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that are or consist primarily of: non-ferrous metals, plastic and polymer- based products, glass, lumber or drywall.

52.c Contractor’s Certification – A certification submitted by Contractor that, to the best of the Contractor’s knowledge and belief, all Work complies with Domestic Preference requirements.

52.d De Minimis – Materials and products that represent a small portion of an infrastructure project, specifically no more than 5% of the project costs up to a maximum of \$1,000,000,

52.e Domestic Preference – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

52.f Engineer’s Certification – Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with Domestic Preference requirements.

52.g Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

52.h Manufacturer’s Certification – Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items. Manufacturers’ Certifications must include (at a minimum): specific list of products (using common names) associated with the certificate, location of the final manufacturing, signature of the manufacturer’s representative, and a reference to the Domestic Preference statute. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.i Minor Components - Components within an iron and/or steel product otherwise compliant with the Domestic Preference requirements. This waiver, typically used by Manufacturers, allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the Domestic Preference requirements. This waiver does not exempt the whole product from the Domestic Preference requirements only Minor Components within said product and the iron or steel components of the product must be produced domestically.

52.j Primarily Iron or Steel - A product is made of greater than 50 percent iron or Steel on a materials cost basis.

ARTICLE 2 - 52.K. EPA – THE PROJECT IS FINANCED IN PART BY A COMMUNITY GRANT/DRINKING WATER STATE REVOLVING FUND THROUGH THE ENVIRONMENTAL

PROTECTION AGENCY (EPA), REQUIRING ADHERENCE TO THE AMERICAN IRON AND STEEL REQUIREMENTS (AIS), MANDATED BY THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (SECTION 746 DIVISION A OF TITLE VII) REQUIRING THAT ALL IRON AND STEEL ARE PRODUCED IN THE UNITED STATES.PRELIMINARY MATTERS

2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor **five** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), 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.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A – Delete the paragraph, and replace with:

The Contract Times will commence on the day indicated in the Notice to Proceed. The Notice to Proceed date must be no later than 30 days after the Effective Date of the Contract. The Owner must issue a Notice to Proceed”.

SC-4.04 A.3 – Add immediately after 4.04.A.2:

Contract Float shall be for the mutual benefit of Owner and Contractor. Contractor acknowledges that it was aware of the Contract time available prior to its bid and calculated the amount of its bid accordingly. Contractor shall not be entitled to compensation of any kind from Owner for delay, or arising out of or related to delay, to the extent Contract float, including any additional float approved by Owner, was available, or to the extent Contractor failed to mitigate delay impacts. The foregoing limitations on Contractor’s compensation shall be in addition to any other limitations, defenses, offsets, damages, actions, or remedies available to Owner under law.

ARTICLE 5 - SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the

Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
Geotechnical Engineering Report (RhinoOne)	11/29/2023	Appendix A and Appendix B

ARTICLE 6 - BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 – Disregard EJCDC Guidance Notes – Performance and Payment Bonds, Note 1. Performance and Payment Bonds are required for WWD projects.

SC-6.01 – EJCDC Guidance Notes – “Other Bonds,” Warranty Bond, Note 1. RD does not require a Warranty Bond, and RD will not accept a Warranty Bond in place of a Performance and Payment Bond. The decision to include a Warranty Bond is made by the Owner and their counsel. Please refer to EJCDC for guidance.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers’ Compensation and Employer’s Liability:* The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- F. *Commercial General Liability:* Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor’s completed operations for at least 3 years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury each offense
\$1,000,000	Stop Gap/Employers’ Liability each accident

- J. **Automobile Liability:** Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. Such policy must provide the following minimum limit: \$1,000,000, combined single limit each accident.
- K. **Umbrella or Excess Liability:** The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$1 Million Dollars (\$1,000,000) each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.
- All entities listed under Article 6.03.C of the General Conditions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.
- This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.
- M. **Contractor's Pollution Liability Insurance:** The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:
1. Contractor's operations related to this project.
 2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
 3. Transportation of hazardous materials away from any site related to this project.
- All entities listed in this Article 6.03.C of the General Conditions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.
- Such Pollution Liability policy shall provide the following minimum limits: \$2,000,000 each loss and annual aggregate

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.04 Services, Materials, and Equipment

SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

D. All products must meet Domestic Preference requirements.

SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

E. For projects utilizing a De Minimis waiver, Contractor shall maintain an itemized list of non-domestically produced components and ensure that the cost is less than 5% of total project cost for project up to a maximum of \$1,000,000.

7.05 "Or Equals"

SC-7.05.A – Amend the third sentence of paragraph by striking out the following

words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item is permitted,

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out “and;”

and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert “Deleted.”

SC-7.05.B – Add the following at the end of paragraph:

Contractor shall include a Manufacturer’s Certification or waiver for compliance with Domestic Preference requirements and supporting data, as applicable. Refer to Sample Language for Manufacturer’s Certification provided in these Contract Documents.

7.06 Substitutes

SC-7.06.A.3.a.2 – Remove “and” from the end of paragraph.

SC-7.06.A.3.a.3 – Add “; and” to the end of paragraph.

SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with Domestic Preference requirements by providing Manufacturer’s Certification or waiver , as applicable. Refer to Sample Language for Manufacturers’ Certification provided in these Contract Documents.

7.07 Concerning Subcontractors and Suppliers

SC-7.07.B – Delete paragraph in its entirety and insert “Deleted”.

SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place: Owner may not require that Contractor use a specific replacement

7.10 Taxes

Add this section immediately after 7.10.A Taxes:

7.10 B. State Sales Tax

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United

States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

SC-7.12.A Amend paragraph by adding the following after “written interpretations and clarifications,”: Manufacturers’ Certifications,

7.13 *Safety and Protection* Add immediately after 7.13.J

K. In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured.

The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor’s care, persons, including employees, who may have been injured on the project site. Employees shall not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor’s care. The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor’s plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement

shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

7.16 Submittals

SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding: including Manufacturer's Certification, or waiver for any item in the submittal subject to Domestic Preference requirements. Refer to the Sample Language for Manufacturers' Certification provided in these Contract Documents.

SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications and any waivers in order to document compliance with Domestic Preference requirements, as applicable.

7.17 Contractor's General Warranty and Guarantee

SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify prior to final payment that all Work and Materials have complied with Domestic Preference requirements. Contractor shall provide Certification to Owner and Engineer. Refer to the Sample Language for Contractor's Certification provided in these Contract Documents.

7.18 Indemnification

Add to the end of Paragraph SC-7.18.A:

The Contractor explicitly waives any immunity under the workers compensation laws, including the Washington State Industrial Insurance Act, Title 51 RCW, and other applicable laws.

ARTICLE 8 - OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests:* Review Applications for Payment with Contractor.
 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 - CHANGES TO THE CONTRACT

11.02 *Change Orders*

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

11.03 *Work Change Directives*

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

11.05 *Owner-Authorized Changes in the Work*

SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification, or waiver, for materials subject to Domestic Preference requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification, or waiver.

11.09 *Change Proposals*

SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. For change orders involving materials subject to Domestic Preference requirements, Contractor shall include a Manufacturer's Certification or waiver , as applicable. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

ARTICLE 12 - CLAIMS

12.01 *Claims*

SC 12.01.H – Add new paragraph after Paragraph 12.01.G:

Work will continue on a timely basis during the Claims Process unless to do so would irrevocably damage a party, subject to Owner's authority as provided in paragraph 14.06 of the General Conditions.

ARTICLE 13 - COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.02 Allowances

SC-13.02.C – Delete paragraph in its entirety and insert "Deleted".

SC 13.03.E – Delete paragraph in its entirety and replace with SC 13.03.E as shown in the EJCDC C-800 Supplementary Conditions.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.03 Defective Work

SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with Domestic Preference requirements shall be considered defective work. Contractor should ensure that Engineer has an approved Manufacturer's Certification, or waiver, prior to any domestic preference compliant item being delivered to the project site.

ARTICLE 15 - PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with Domestic Preference requirements. Manufacturer's Certification for

material(s) satisfy these requirements. Refer to the Sample Language for Manufacturer's Certification provided in these Contract Documents.

SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

- d. The materials presented for payment in an Application for Payment comply with Domestic Preference requirements.

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

15.02 *Contractor's Warranty of Title*

SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 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 re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will 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 this Article 15.

SC-15.03.A – Modify by adding the following after the last sentence:

Contractor shall also submit the Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all Iron and Steel products, Manufactured Products, and Construction Materials proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, comply with Domestic Preference requirements

SC-15.07.F - Add the following new subparagraph to immediately after Paragraph 15.07.E:

Retainage is not released until a certificate of release of retainage is issued by the Washington State Department of Revenue (DOR), Employment Security Department (ESD), and Labor & Industries (L&I).Com

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17 - FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02

17.03 *Attorneys' Fees*

- 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.

ARTICLE 18 - MISCELLANEOUS

SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

18.11 Tribal Sovereignty: A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the Cascade Chinook and Klikitat Tribes; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

ARTICLE 19 - FEDERAL REQUIREMENTS

Add new Article 19 immediately after Article 18:

19.01 *Agency Not a Party*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

19.02 *Contract Approval*

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" before Owner submits the executed Contract Documents to Agency for approval. Refer to

Certificate of Owner's Attorney and Agency ``Concurrence provided in these Contract Documents. B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.05 *Small, Minority and Women's Businesses*

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.06 *Anti-Kickback*

A. Contractor shall comply 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 Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

A. Contractor to agree 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).

19.08 *Equal Employment Opportunity*

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor 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 the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor 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 Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 Environmental Requirements

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
 - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following: i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.
 - ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.
 - iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR part 800.13; 43 CFR part 10, subpart B; and the Advisory Council

on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: Erosion Control.

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will 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 will 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.

B. Contract Wage Hours and Safety Standards Act (CWHSSA): Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in 29 CFR Part 5 and 2 CFR 200 Appendix II(E).

C. If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involved employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set for in paragraph 22.02(A) 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 case of work done under contract for the District of Columbia or 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 22.02(A) 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 forty hours without payment of the overtime wages required by the clause set for in paragraph 22.02(A) of this section.
3. Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys 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 22.02(B) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 22.02(A) through (D) 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 22.02(A) through (D) of this section.

19.12 Debarment and Suspension (Executive Orders 12549 and 12689)

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 Procurement of recovered materials

A. The Contractor will comply with 2 CFR 200.322, "Procurement of recovered materials."

1. A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

19.14 Domestic Preference

A. Build America, Buy America Act (BABAA). All Iron and Steel Products, Manufactured Products, and Construction Materials used in this project must comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Aggregates such as stone, sand, or gravel do not apply to BABAA

B. The following waivers apply to this Contract:

1. BABAA De Minimis, Small Grants and Minor Components
2. American Iron and Steel I(AIS). All Iron and Steel Products used in this project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor.

19.15 Telecommunications and Video Surveillance Services or Equipment - Prohibitions

A. The telecommunication and video surveillance services and equipment prohibitions under 2 CFR 200.216 apply to this contract. This contract may not be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. 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.
5. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant 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, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

19.16 Wages

ARTICLE 20 - THIS PROJECT IS SUBJECT TO THE REQUIREMENTS OF THE DAVIS-BACON ACT OR STATE OR WASHINGTON L&I WAGES, WHICHEVER IS HIGHER. THE APPLICABLE EFFECTIVE DATE FOR PREVAILING WAGES IS THE BID DUE DATE. WASHINGTON STATE APPRENTICE UTILIZATION REQUIREMENTS

- A. This Contract includes an Apprentice Utilization Requirement. Fifteen percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts are accepted. Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system.

B. Definitions

For the purposes of this specification the following definitions apply:

1. Apprentice is a person enrolled in a State-approved Apprenticeship Training Program.
2. Apprentice Utilization is the apprentice labor hours, on the project, expressed as a percentage of project Labor Hours based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.
3. Apprentice Utilization Requirement is the minimum percentage of apprentice labor hours required by the Contract.
4. Good Faith Effort(s) (GFE) describes the Contractor's efforts to meet the Apprentice Utilization Requirement including but not limited to the specific steps as described elsewhere in this specification.
5. Labor Hours are the total hours performed by all workers receiving an hourly wage who are subject to prevailing wage requirements for work performed on the Contract as defined by RCW 39.04.310. Labor Hours are determined based on the scope of work performed by the individuals, rather than the title of their occupations in accordance with WAC 296-127.
6. State-approved Apprenticeship Training Program is an apprenticeship training program approved by the Washington State Apprenticeship Council.
7. Apprentice Wage Rates are the applicable wage rates that are to be paid for an apprentice registered in a training program, separate from Journey Level rates, as set by the Washington State Apprenticeship Training Council and Washington State Department of Labor and Industries (L&I).

C. Electronic Reporting

The Contractor shall use the PWIA System to submit the "Apprentice Utilization Plan". Reporting instructions are available in the application.

D. Apprentice Utilization Plan

The Contractor shall submit an "Apprentice Utilization Plan" by filling out the Apprentice Utilization Plan Form (WSDOT Form 424-004) within 30 calendar days of execution, however no later than the preconstruction meeting, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the Engineer to track the Contractor's progress in

meeting the utilization requirements. An Apprentice Utilization Plan shall be updated and resubmitted as the Work progresses or when requested by the Engineer.

If the Contractor is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with their initial Apprentice Utilization Plan submission, an effort must be made to find additional registered apprentices to perform on the contract. If after attempts have been made at every tier and every scope, the Contractor must submit GFE documentation to the Contracting Agency. The Contractor shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

E. Contacts

The Contractor may obtain information on State-approved Apprenticeship Training Programs by using the Apprentice Registration and Tracking System (ARTS) <https://secure.lni.wa.gov/arts-public/#/program-search> or contacting the Department of Labor and Industries directly at:

Specialty Compliance and Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

F. Compliance

The Contractor is expected to make attempts to employ Apprentices and shall include the requirement in any subcontracts at any tier. In the event that the Contractor is unable to achieve the Apprentice Utilization Requirement, the Contractor shall submit GFE documentation demonstrating the efforts and attempts they made. Final GFE documentation shall be submitted to the Contracting Agency after Substantial Completion but no later than 30 days after Physical Completion.

If the Contractor fails to actively attempt to employ Apprentices, submit GFE documentation, or if the Engineer does not approve the GFE, the Contractor will be assessed a penalty. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the failure to comply with this specification which will include a calculation of the penalty to be assessed as provided for in the Payment section in this special provision.

If the Contractor achieves the required Apprentice Utilization an incentive will be assessed with Final Payment.

G. Good Faith Efforts

The GFE shall document the attempts (efforts) the Contractor (and any subcontractor at any tier) made to meet the Apprentice Utilization Requirement. Emails, letters, or other written communications with letterhead, titles, and contact information are required.

Documentation must include one or more of the following accepted GFEs:

- a. Demonstrated Lack of Availability of Apprentices. Correspondence from State-approved Apprenticeship Training Program(s), with project specific responses confirming there is a lack of availability of Apprentices for this project.
- b. Demonstrated Disproportionate Ratio of Material/Equipment/Products to Labor Hours. Documentation explaining the bid includes a disproportionate

high cost of material/equipment/products to Labor Hours. (E.g., a \$2 M estimated contract includes \$1 M or more in procurement costs of equipment to be installed.)

- c. Demonstrated Lack of Necessary Labor Hours. Correspondence from a State-approved Apprentice Training Programs confirming there is not enough time in the project to meet required journey level to apprentice training ratios.
- d. Demonstrated Lack of Available Approved Programs. Correspondence from State-approved Apprentice Training Programs, confirming there are no programs that train for the scopes included/anticipated on the project. Contractor and state programs to submit training program detail needs and details that could be used for future program creation.
- e. Funding Precedent. Documentation that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.
- f. Warranty Work. Documentation from Original Equipment Manufacturers, or similar, confirming that work performed must only be completed by certified journey-level installers or risk voiding warranty, or similar.
- g. Other Effort. The Contractor may submit other evidence, documentation, or rationale for not being able to achieve the required Apprentice Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third-party.

Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor/subcontractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith.

H. Approving Good Faith Efforts

The Contracting Agency will review submitted Good Faith Efforts and issue a determination. The Engineer may request additional information, documentation, evidence or similar in order to approve such efforts. A determination by the Engineer is final. The approved Good Faith Efforts will be loaded into the PWIA system by the Contracting Agency.

I. Payment

Payment will be made for the following Bid Item:

“Apprenticeship Utilization Requirement”, by calculation

An incentive of \$2,000 will be assessed with the Final Payment for Contractors who meet the Apprentice Utilization Requirement without a reduction by Good Faith Effort. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

Apprenticeship Hours will be measured for each hour of work performed by an apprentice as shown on the Monthly Apprentice Utilization Report, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.

A monetary penalty will be applied to the contractor failing to meet the utilization requirement of 15% and failing to demonstrate a Good Faith Effort. The penalty will be applied to every hour of short-fall of the minimum number of required apprentice hours using the applicable published wage of a Step 1 apprentice laborer. The penalty will not exceed five percent (5%) of the total Contract Sum.

Apprenticeship Utilization Penalty will be calculated as described below:

Percent of goal met	Penalty per hour of unmet goal
100%	\$0
0% to 99%	<i>Applicable published wage of a Step 1 apprentice laborer</i>

The Contractor shall include all related costs in the unit Bid prices of the Contract, included but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording and reporting hours and all other costs to comply with this provision.

SECTION C-940 – WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: Number of Work Change Directive

Owner:	Skamania PUD	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	2002006374
Contractor:		Contractor's Project No.:	
Project:	Carson WTP RFP #22-3		
Contract Name:	Carson WTP RFP #22-3		
Date Issued:		Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Description of the change to the Work

Attachments:

List documents related to the change to the Work

Purpose for the Work Change Directive:

Describe the purpose for the change to the Work

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$	_____	increase estimated .	decrease	not yet
Contract Time: _____ days	_____	increase estimated .	decrease	not yet

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By: _____

Title: _____

Date: _____

SECTION C-941 – CHANGE ORDER

CHANGE ORDER NO.: Number of Change Order

Owner: Skamania PUD
Engineer: Stantec
Contractor:
Project: Carson WTP RFP #22-3
Contract Name: Carson WTP RFP #22-3

Owner's Project No.:
Engineer's Project No.: 200200
Contractor's Project No.:

Date Issued:

Effective Date of Change
Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Description of the change

Attachments:

List documents related to the change

Change in Contract Price	Change in Contract Times State Contract Times as either a specific date or a number of days
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Increase Decrease from previously approved Change Orders No. 1 to No. Number of previous Change Order: \$ _____	Increase Decrease from previously approved Change Orders No.1 to No. Number of previous Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase Decrease this Change Order: \$ _____	Increase Decrease this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
Title: _____
Date: _____

	<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By:	<u></u>	<u></u>
Title:	<u></u>	<u></u>
Date:	<u></u>	<u></u>

SECTION C-942 – FIELD ORDER

FIELD ORDER NO.: NUMBER OF FIELD ORDER

Owner:	Skamania PUD	Owner's Project No.:	
Engineer:	Stantec	Engineer's Project No.:	2002006274
Contractor:		Contractor's Project No.:	
Project:	Carson WTP RFP #22-3		
Contract Name:	Carson WTP RFP #22-3		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Description of the change to the Work

Attachments:

List documents supporting change

Issued by Engineer

By: _____

Title: _____

Date: _____

ATTACHMENT A

USDA FUNDING EXHIBITS AND CLAUSES

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. ☐ I have, ☐ have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. ☐ I have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms 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 are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I 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; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his 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 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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.

(name)

(date)

(title)

000

ATTACHMENT A.1 – CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY
CONCURRENCE

**ATTACHMENT A.1 – CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY
CONCURRENCE**

Notes to User:

1. *This attachment consists of two certificates, on a single page, to be attached to the Contract and signed upon execution.*
2. *The first is a certificate to be signed by the Owner’s attorney and the second is the concurrence to be signed by the State Engineer.*
3. *This page is to be inserted after the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018) in the Construction Contract Documents.*
4. *When the EJCDC C-522 Contract for Construction of a Small Project is used, attach this page to the C-522 document.*

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT NAME:

CONTRACTOR NAME AND CONTRACT NUMBER:

I, the undersigned, _____, the duly authorized and
acting legal representative of

_____, do hereby certify as
follows: I have examined the attached Contract(s) and performance and payment bond(s)
and the manner of execution thereof, and I am of the opinion that each of the aforesaid
agreements is adequate and has been duly executed by the proper parties thereto acting
through their duly authorized representatives; that said representatives have full power
and authority to execute said agreements on behalf of the respective parties named
thereon; and that the foregoing agreements constitute valid and legally binding obligations
upon the parties executing the same in accordance with the terms, conditions, and
provisions thereof.

Name

Date

ATTACHMENT A.1 – CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY
CONCURRENCE

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name

ATTACHMENT A.2 – DOMESTIC PREFERENCE DE MINIMIS LIST FORMAT

ATTACHMENT A.2 – DOMESTIC PREFERENCE *DE MINIMIS* LIST FORMAT**Notes to User:**

1. This attachment is an example format for Contractors to use in maintaining a list of items to document the use of the *De Minimis* waiver of the Domestic Preference requirements.
2. This list or similar is required to be filled out throughout the construction Contract as needed.
3. The State Engineer may periodically ask to review this information.
4. At the Contract completion, this list, along with all Manufacturers' certifications, are to be given to the Engineer for delivery to the Owner.
5. This list is applicable for projects governed by BABAA. USDA RD State Office can provide guidance if AIS applies to the project instead.

DE MINIMIS COSTING WORKSHEET

Project Name: _____

Contract Name/# (if more than one) _____

Contractor (Company Name): _____

Representative: _____

Date: _____

Total Project Costs: _____

\$

Allowable Total *De Minimis* Costs (5% of project costs) _____

\$

Total Cost of all *De Minimis* Items _____

\$

Remaining Amount Allowed for Future *De Minimis* Items _____

\$

No.	Detailed Description and Manufacturer or Local Source of <i>De Minimis</i> Material	Quantity	Cost Per Item	Total Item Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

ATTACHMENT A.3 – SAMPLE LANGUAGE FOR CONTRACTOR’S CERTIFICATION
OF COMPLIANCE

**ATTACHMENT A.3 – SAMPLE LANGUAGE FOR CONTRACTOR’S
CERTIFICATION OF COMPLIANCE**

Notes to User:

1. *This attachment provides sample language that the Contractor can use to certify compliance with the Build America Buy America Act (BABAA) requirements. The language can be modified.*

Modification Example: If the project is subject to AIS, the BABAA reference should be replaced with language such as “American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs.”

2. *The certification should be on letterhead and should be signed and dated by an authorized company representative.*

3. *A certification is to be provided by Contractor to Engineer for delivery to the Owner and Agency prior to final payment.*

Project Name

Owner / Applicant

Contract Number

I hereby certify, that to the best of my knowledge and belief, all Iron and Steel products, Manufactured Products, and Construction Materials installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Contractor Authorized Representative
Contractor Company Name
Contractor Address

Date

RUS Bulletin 1780-26

ATTACHMENT A.4 – SAMPLE LANGUAGE FOR MANUFACTURER'S
CERTIFICATION OF COMPLIANCE

**ATTACHMENT A.4 – SAMPLE LANGUAGE FOR MANUFACTURER'S
CERTIFICATION OF COMPLIANCE**

Notes to User:

1. *This attachment provides sample language for the Manufacturer's Certification of Compliance with Domestic Preference requirements.*
2. *Contractor should ensure that Engineer has an approved Manufacturers' Certification prior to any domestic preference item being delivered to the project site.*
3. *The Manufacturer's Certification must be on letterhead and should indicate the specific item being certified, reference which domestic preference requirement is being certified, and be signed by an authorized company representative.*
4. *The Manufacturer's Certification may include multiple domestic preference requirements. It is important for the governing domestic preference requirement (whether AIS, BABAA or other) to be clearly included within the certification.*

Date:

Company Name:

Company
Address:

Subject: Domestic Preference Requirement Certification for {Owner's Name and Project Name (City, State)}, and Contract Number

I hereby certify that the following product(s) and / or material(s) shipped or provided for the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

[List common name of items, products and/or materials]

These products and/or materials were manufactured in [Provide location(s) of manufacturing]

[Include signature of authorized representative]

ATTACHMENT B

EPA FUNDING EXHIBITS AND CLAUSES

SIX GOOD FAITH EFFORTS FOR DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Subpart C—Good Faith Efforts

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by [§ 33.411](#), is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under [subpart D of this part](#):

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian 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 DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in [paragraphs \(a\)](#) through [\(e\)](#) of this section.

1 § 33.302 Are there any additional contract administration requirements?

- (a) A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- (b) A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in [§ 33.301](#) if soliciting a replacement subcontractor.
- (d) A recipient must require its prime contractor to employ the six good faith efforts described in [§ 33.301](#) even if the prime contractor has achieved its fair share objectives under [subpart D of this part](#).
- (e) A recipient must require its prime contractor to provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.

(f) A recipient must require its prime contractor to have its DBE subcontractors complete EPA Form 6100-3—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.

(g) A recipient must require its prime contractor to complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.

(h) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.

(i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the appendix concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

2 § 33.303 Are there special rules for loans under EPA financial assistance agreements?

A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund, such as a State under the CWSRF or DWSRF or an eligible entity under the Brownfields Cleanup Revolving Loan Fund program, must require that borrowers receiving identified loans comply with the good faith efforts described in [§ 33.301](#) and the contract administration requirements of [§ 3.302](#). This provision does not require that such private and nonprofit borrowers expend identified loan funds in compliance with any other procurement procedures contained in [2 CFR part 200 Subpart D—Post](#) Federal Award Requirements, Procurement Standards, or [40 CFR part 35 subpart O](#), as applicable.

[[73 FR 15913](#), Mar. 26, 2008, as amended at [79 FR 76054](#), Dec. 19, 2014]

3 § 33.304 Must a Native American (either as an individual, organization, Tribe or Tribal Government) recipient or prime contractor follow the six good faith efforts?

(a) A Native American (either as an individual, organization, corporation, Tribe or Tribal Government) recipient or prime contractor must follow the six good faith efforts only if doing so would not conflict with existing Tribal or Federal law, including but not limited to the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450e](#)), which establishes, among other things, that any federal contract, subcontract, grant, or subgrant awarded to Indian organizations or for the benefit of Indians, shall require preference in the award of subcontracts and subgrants to Indian organizations and to Indian-owned economic enterprises.

(b) Tribal organizations awarded an EPA financial assistance agreement have the ability to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. Tribal governments with promulgated tribal laws and regulations concerning the solicitation and recruitment of Native-owned and other minority business enterprises, including women-owned business enterprises, have the discretion to utilize these tribal laws and regulations in lieu of the six good faith efforts. If the effort to recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts. All tribal recipients still must retain records documenting compliance in accordance with [§ 33.501](#) and must report to EPA on their accomplishments in accordance with [§ 33.502](#).

(c) Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.

(d) Native Americans are defined in [§ 33.103](#) to include American Indians, Eskimos, Aleuts and Native Hawaiians.



AMERICAN IRON AND STEEL SAMPLE CONTRACT LANGUAGE

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE COMMUNITY GRANT FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the _____ (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have 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. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Authority 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 Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority 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 Funding Authority.

§ 60-1.4 Equal Opportunity Clause

(a) **Government contracts.** Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):
During the performance of this contract, the contractor agrees as follows:

- (1) 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 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) The contractor will, in all solicitations or advertisements 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) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract — b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX #: DAVIS-BACON PROVISIONS

Part 1

(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's web site, 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) In the event 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 Web site at <https://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 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. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize 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 in accordance with 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. In the event 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.

Part 2

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 forty 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 forty 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 forty 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 the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys 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 (a)(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 Oregon Department of Environmental Quality 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 indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary 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 <https://www.dol.gov/whd/local/>.

§ 200.323 Procurement of Recovered Materials

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

401.3 Use of the standard clauses at [§ 401.14](#).

(a) Each funding agreement awarded to a contractor (except those subject to [35 U.S.C. 212](#)) shall contain the clause found in [§ 401.14](#) with such modifications and tailoring as authorized or required elsewhere in this part. However, a funding agreement may contain alternative provisions

§ 401.14 Standard patent rights clauses.

The following is the standard patent rights clause to be used as specified in [§ 401.3\(a\)](#):

1 Standard Patent Rights

2 (a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act ([7 U.S.C. 2321 et seq.](#)).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, [7 U.S.C. 2401\(d\)](#)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 ([15 U.S.C. 632](#)) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at [13 CFR 121.3-8](#) and [13 CFR 121.3-12](#), respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ([26 U.S.C. 501\(c\)](#)) and exempt from taxation under section 501(a) of the Internal Revenue Code ([25 U.S.C. 501\(a\)](#)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) *Statutory period* means the one-year period before the effective filing date of a claimed invention in a patent application during which exceptions to prior art exist per [35 U.S.C. 102\(b\)](#) as amended by the Leahy-Smith America Invents Act, [Public Law 112-29](#).

(8) *Contractor* means any person, small business firm, or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

3 (b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and [35 U.S.C. 203](#). With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

4 (c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The *contractor* will disclose each subject invention to the *Federal agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention

was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention, and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*. If required by the *Federal agency*, the *contractor* will provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report, and will provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

(2) The *contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3)(i) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use.

(ii) If the *contractor* files a provisional application as its initial patent application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. So long as there is a pending patent application for the subject invention and the statutory period wherein valid patent protection can be obtained in the United States has not expired, additional provisional applications may be filed within the initial 10 months or any extension period granted under paragraph (c)(5) of this clause. If an extension(s) is granted under paragraph (c)(5) of this clause, the *contractor* shall file a nonprovisional patent application prior to the expiration of the extension(s) or notify the agency of any decision not to file a nonprovisional application prior to the expiration of the extension(s), or if earlier, 60 days prior to the end of any statutory period wherein valid patent protection can be obtained in the United States.

(iii) The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(iv) If required by the *Federal agency*, the *contractor* will provide the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the *contractor* has applied for a patent.

(4) For any subject invention with *Federal agency* and *contractor* co-inventors, where the *Federal agency* employing such co-inventor determines that it would be in the interest of the government, pursuant to [35 U.S.C. 207\(a\)\(3\)](#), to file an initial patent application on the subject invention, the *Federal agency* employing such co-inventor, at its discretion and in consultation with the *contractor*, may file such application at its own expense, provided that the *contractor* retains the ability to elect title pursuant to [35 U.S.C. 202\(a\)](#).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the *Federal agency*, be granted. When a *contractor* has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the *Federal agency* notifies the *contractor* within 60 days of receiving the request.

(6) In the event a subject invention is made under funding agreements of more than one agency, at the request of the *contractor* or on their own initiative the agencies shall designate one agency as responsible for administration of the rights of the government in the invention.

5 (d) Conditions When the Government May Obtain Title

(1) A *Federal agency* may require the *contractor* to convey title to the *Federal agency* of any subject invention—

(i) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(ii) In those countries in which the *contractor* fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(iii) In any country in which the *contractor* decides not to continue the prosecution of any nonprovisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(2) A *Federal agency*, at its discretion, may waive the requirement for the *contractor* to convey title to any subject invention.

6 (e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at [37 CFR part 404](#) and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in [37 CFR part 404](#) and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

7 (f) Contractor Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under contract in order that the *contractor* can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the *contractor* the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the *contractor* will, no less than 60 days prior to the expiration of the statutory deadline, notify the *Federal agency* of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark

Office, including but not limited to post-grant review, review of a business method patent, *inter partes* review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

8 (g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (*cite section of agency implementing regulations or FAR*).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

9 (h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by [35 U.S.C. 202\(c\)\(5\)](#), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

10 (i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

11 (j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in [37 CFR 401.6](#) and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensee; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

12 (k) Special Provisions for Contracts with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with [35 U.S.C. 202\(e\)](#) and [37 CFR 401.10](#);
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that, when appropriate, it will give a preference to a small business firm when licensing a subject invention;
- (5) The *Federal agency* may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the *Federal agency* when the *Federal agency's* review discloses that the *contractor* could take reasonable steps to more effectively implement the requirements of paragraph (k)(4) of this clause; and
- (6) The *Federal agency* may take into consideration concerns presented by small businesses in making such determinations in paragraph (k)(5) of this clause.

13 (l) Communication

[Complete according to instructions at [§ 401.5\(b\)](#)]

14 (m) Electronic Filing

- (1) Unless otherwise requested or directed by the *Federal agency*—
- (i) The written disclosure required in (c)(1) of this clause shall be electronically filed;
- (ii) The written election required in (c)(2) of this clause shall be electronically filed; and
- (iii) If required by the agency to be submitted, the close-out report in paragraph (c)(1) of this clause and the patent information and periodic reporting identified in paragraph (c)(3) of this clause shall be electronically filed.
- (2) Other written notices required in this clause may be electronically delivered to the agency or the *contractor* through an electronic database used for reporting subject inventions, patents, and utilization reports to the funding agency.

CLEAN AIR ACT CLAUSE

Contractor 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, and Environmental Protection Agency regulations (40 CFR part 15).

DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Work Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the DBRA Requirements for Contractors Under EPA Grants.

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. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

(b) Contract Work Hours and Safety Standards Act (CWHSSA).

(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 forty 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 forty 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for Unpaid Wages and Liquidated Damages

(i) Withholding process.

The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or

assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part

DBRA Requirements for Contractors and Subcontractors Under EPA Grants

The contractor acknowledges that by entering into this contract with a contracting agency, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.

(a) Required Contract Clauses

(1) Minimum Wages

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must 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.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.

(iv) Fringe benefits not expressed as an hourly rate

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

(v) Unfunded plans

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, in accordance with the criteria set forth in [§ 5.28](#), 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.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be

considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the

work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each

worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and
- (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH–347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH–347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosures and access to workers

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA 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.

(B) Fringe benefits

Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) is reserved

(6) *Subcontracts*

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved

(10) *Certification of Eligibility*

(i) By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) *Anti-Retaliation*

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#).

DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the DBRA Requirements for Contractors Under EPA Grants.

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. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

(b) Contract Work Hours and Safety Standards Act (CWHSSA).

(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 forty 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 forty 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for Unpaid Wages and Liquidated Damages

(i) Withholding process.

The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or

assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part

ATTACHMENT C

NSA PERMIT



Skamania County

Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

STATE ENVIRONMENTAL POLICY ACT DETERMINATION OF NONSIGNIFICANCE

FILE NUMBER:	SEP-23-11
DESCRIPTION OF PROPOSAL:	Demolition of existing water treatment buildings, basins, water pump station, junction boxes and chain link fence Construction of new Membrane building, subgrade sludge basin, catch inlets and storm water conveyance and new chain link fence
LOCATION:	233 Old Detour Road off of High Bridge Road, in Carson: Section 18 of T3n, R8E, W.M. located in Skamania County
PARCEL NO.:	03-08-18-0-0-0501-00
PROPONENT:	Skamania County PUD, PO Box 500, Carson WA, 98610

The lead agency for this proposal has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request and at www.skamaniacounty.org/publicnotices.

This DNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

Responsible Official: Joshua Neblock, Planner II

Address: Skamania County Community Development Department
PO Box 1009
Stevenson, WA 98648
permitcenter@co.skamania.wa.us

March 6, 2024
Issuance Date

A handwritten signature of Joshua Neblock in black ink.

Joshua Neblock, Planner II

APPEALS: There shall be no administrative appeals of environmental threshold determinations. Failure to comment on this Notice of Intent shall be determined to deny a party standing to appeal the final determination with the underlying government action to a court of competent jurisdiction.

Return Address: Skamania County PUD
PO Box 500, 1492 Wind River Highway
Carson, WA 98610

Skamania County
Community Development Department
Building/Fire Marshal ♦ Environmental Health ♦ Planning
Skamania County Courthouse Annex
Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900 Inspection Line: 509-427-3922

ADMINISTRATIVE DECISION

APPLICANT: Skamania County PUD

FILE NO.: NSA-23-29

DESCRIPTION: Demolition of existing water treatment buildings, basins, water pump station, junction boxes and chain link fence

Construction of new Membrane building, subgrade sludge basin, catch inlets and storm water conveyance and new chain link fence.

LOCATION: 233 Old Detour Rd, Carson
#03-08-18-0-0-0501-00

ZONING: GMA – Commercial Forest (F-1)

DECISION: Based upon the record and the Staff Report, the applicant's proposal, described above, is found to be consistent with SCC Title 22 and is hereby **APPROVED** subject to the conditions set forth below.

Although the proposed development is approved, it may not be buildable due to inadequate soils for septic and/or lack of potable water. These issues are under the jurisdiction of Skamania County's Building Division and the Skamania County Environmental Health Division.

Approval of this request does not exempt the applicant or successors in interest from compliance with all other applicable local, state, and federal laws.

CONDITIONS OF APPROVAL:

The following conditions are required to ensure that the subject request is consistent with Skamania County Code Title 22. **THIS DOCUMENT, OUTLINING THE CONDITIONS OF APPROVAL, MUST BE RECORDED BY THE APPLICANT IN THE DEED RECORDS OF THE SKAMANIA COUNTY AUDITOR** in order to ensure notice of the conditions of approval to successors in interest. SCC §22.06.120(C)(2).

1. As per SCC §22.06.120(C)(2), this Administrative Decision **SHALL BE RECORDED** by the applicant in the County deed records prior to commencement of the approved project.
2. All developments shall be consistent with the site plan provided, unless modified by the following conditions of approval. If modified, the site plan shall be consistent with the conditions of approval.
3. Replacement structures will be used in the same manner and for the same purpose as the original structures. Staff shall be required to inspect the property in a timely manner to ensure compliance with this provision.
4. All structures, except fences, including eaves, awnings and overhangs shall meet the following setbacks: **Front yard:** 50 feet from the centerline of the street or road or 20 feet from the front property line, whichever is greater. **Side yard:** 20 feet. **Rear yard:** 20 feet. Setbacks are established from property lines, not fence lines. If any question arises regarding the location of the property lines, the applicant shall be required to hire a professional land surveyor to locate the property lines and mark them with temporary staking prior to a building permit being issued. Staking must remain during construction and all building inspections.
5. The development shall comply with the fire safety provisions for the Commercial Forest (F-1) Zone listed in Skamania County Code Section 22.14.030(A).

All buildings shall be surrounded by a maintained fuel break of fifty feet. Irrigated or fire-resistant vegetation may be planted within the fuel break, including green lawns and low shrubs (less than twenty-four inches in height). Trees should be placed greater than fifteen feet between the crowns and pruned to remove dead and low (less than eight feet) branches. Accumulated leaves, needles and other dead vegetation shall be removed from beneath trees. Hazardous fuels shall be removed within the fuel break area.

Buildings with plumbed water systems shall install at least one standpipe at a minimum of fifty feet from the structure(s).

A pond, stream, tank or sump with storage of not less than one thousand gallons, or a well or water system capable of delivering twenty gallons per minute shall be provided. If a well pump is located on-site, the electrical service shall be separate from the dwelling.

Telephone and power supply shall be underground whenever possible.

Roofs of structures shall be made of fire-resistant materials, such as fiberglass shingles or tile.

All structural projections such as balconies, decks, and roof gables should be built with fire-resistant materials equivalent to that specified in the Uniform Building Code.

Attic openings, soffit vents, foundation louvers, or other ventilation openings on dwellings and accessory structures shall be screened with no coarser than one-fourth-inch mesh metal screen that is noncombustible and corrosion resistant.

The administrator shall conduct a review of the development within one year to assure compliance with these fire safety provisions, embodied in SCC 22.14.030(A).

6. Only grading which is necessary for site development (building pads, utilities, etc.) is permitted. All graded areas left bare shall be re-seeded prior to final inspection by the Community Development department.
7. The applicant shall ensure proper maintenance and survival of any required planted vegetation.
8. The subject dwelling and site of proposed development is topographically screened. Further review under Section 22.18.030 is not required. However, all proposed colors shall be dark earth toned. The following colors and materials are approved.

Siding: Brick, Belden Brick Company, 8621 Coarse Velour (Appears Dark Brown), AND Metal, Steelscape, "Rawhide Coalblack" SRI 24 (Appears Black)

Trim: Brick, Belden Brick Company, 8621 Coarse Velour (Appears Dark Brown)

Roofing: Metal, Steelscape "Rustic Rawhide" SRI 32 (Appears multi-toned weathered brown)

9. The Community Development Department will conduct at least two site visits during construction: one siting inspection to verify the staked location of the structures prior to any ground disturbance taking place; and a second to be conducted after all foundation excavation has been completed including framing footers, but prior to pouring the foundation. A site visit for Final Inspection shall also be conducted. Each inspection may take up to four business days from the time of calling for the inspection. Inspections should be arranged by calling the Community Development inspection line at 509-427-3900 or by emailing permitcenter@co.skamania.wa.us
10. All exterior lighting shall be hooded or shielded at a 90° angle. Hoods/shields should be made of a non-reflective, opaque material, which does not allow light to pass through.
11. All new proposed development shall remain below existing forest canopy height.
12. All existing tree cover shall be retained as much as possible, except as is necessary for site development, safety purposes or as part of forest management practices.
13. The following procedures shall be effected when cultural resources are discovered during construction activities:
 - a. Halt Construction. All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.

- b. Notification. The project applicant shall notify the Administrator and the Gorge Commission within twenty-four (24) hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within twenty-four (24) hours.
 - c. Survey and Evaluations. The Gorge Commission shall survey the cultural resources after obtaining written permission from the landowner and appropriate permits from the DAHP (See Revised Code of Washington 27.53). It shall gather enough information to evaluate the significance of the cultural resources. The survey and evaluation shall be documented in a report that generally follows the provisions in Section 22.22.030 of this Chapter. Based upon the survey and evaluation report and any written comments, the Administrator shall make a final decision on whether the resources are significant. Construction activities may recommence if the cultural resources are not significant.
 - d. Mitigation Plan. Mitigation plans shall be prepared according to the information, consultation and report provisions contained in Section 22.22.050 of this Chapter. Construction activities may recommence when conditions in the mitigation plan have been executed.
14. The following procedures shall be effected when human remains are discovered during a cultural resource survey or during construction. Human remains means articulated or disarticulated human skeletal remains, bones or teeth, with or without attendant burial artifacts.
- a. Halt of Activities. All survey, excavation and construction activities shall cease.
 - b. Notification. Local law enforcement officials, the Administrator, the Gorge Commission, and the Indian tribal governments shall be contacted immediately.
 - c. Inspection. The county coroner, or appropriate official, shall inspect the remains at the project site and determine if they are prehistoric/ historic or modern. Representatives of the Indian tribal governments shall be contacted immediately and have an opportunity to monitor the inspection.
 - d. Jurisdiction. If the remains are modern, the appropriate law enforcement official shall assume jurisdiction and the cultural resource protection process may conclude.
 - e. Treatment. The procedures set out in RCW 27.44 and 68.05 shall generally be implemented if the remains are prehistoric/ historic. If human remains will be reinterred or preserved in their original position, a mitigation plan shall be prepared in accordance with the consultation and report requirements set out in Section 22.22.050 of this Chapter. The mitigation plan shall accommodate the cultural and religious concerns of Native Americans. The cultural resource protection process may conclude when conditions set forth in Section 22.22.050(C) of this Chapter are met and the mitigation plan is executed.

Dated and signed this 3rd day of April, 2024, at Stevenson, Washington.



Joshua Neblock
Planner

NOTE:

Any new development not included in this approved site plan, will require a new application and review.

EXPIRATION:

As per SCC §22.06.150(A), this Administrative Decision approving a proposed development action shall become void in two years if the development is not commenced within that period, or once development has commenced the development action is discontinued for any reason for one continuous year or more.

If the development does not include a structure the permit shall expire two years after the date the land use approval was granted unless the use or development was established according to all specifications and conditions of approval in the approval. For land divisions, "established" means the final deed or plat has been recorded with the county auditor.

If the development includes a **structure** the permit shall expire when construction has not commenced within two (2) years of the date the land use approval was granted; or once the structure has been started and if the structure has not been completed within two (2) years of the date of commencement of construction the permit shall expire. Completion of the structure for this purpose means the completion of the exterior surface(s) of the structure; and compliance with all conditions of approval in the land use approval, including, but not limited to, painting of the exterior of the structure.

APPEALS:

The Director reserves the right to provide additional comment and findings of fact regarding this decision, if appealed.

This Administrative Decision shall be final unless reversed or modified on appeal. A written Notice of Appeal form must be filed by an interested person within 20 days from the date hereof. Appeals are to be made to the Skamania County Hearing Examiner, P.O. Box 1009, Stevenson, WA 98648. Notice of Appeal forms and mailing lists are available at the Community Development Department and must be accompanied by a \$2,450.00 nonrefundable-filing fee and a Certificate of Mailing.

The final determination of the Environmental Threshold Determination related to this underlying government action can be appealed to a court of competent jurisdiction, along with the underlying government action, only by the parties with standing to the Environmental Threshold Determination. If the underlying government action was exempt from SEPA review, this section does not apply.

A copy of this Decision, including the Staff Report, was sent to the following:

Persons submitting written comments in a timely manner
Yakama Indian Nation
Confederated Tribes of the Umatilla Indian Reservation
Confederated Tribes of the Warm Springs
Nez Perce Tribe
Cowlitz Tribe
Department of Archaeology and Historic Preservation
Columbia River Gorge Commission
U.S. Forest Service - NSA Office
Board of County Commissioners
State of Washington Department of Commerce – Paul Johnson
Department of Fish and Wildlife



Skamania County

Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

STAFF REPORT NATIONAL SCENIC AREA

FILE NO: NSA-23-29	DESCRIPTION: -Demolition of existing water treatment buildings, basins, water pump station, junction boxes and chain link fence -Construction of new Membrane building, subgrade sludge basin, catch inlets and storm water conveyance and new chain link fence.
APPLICANT: Skamania County PUD	
LOCATION: 233 Old Detour Road, Carson PID # 03-08-18-0-0-0501-00	
ZONING: GMA – Commercial Forest (F-1)	
DECISION: APPROVED WITH CONDITIONS	DECISION DATE: April 3rd, 2024

This Staff Report will review the applicant's proposal for consistency with Skamania County Code (SCC) Title 22, Columbia River Gorge National Scenic Area Code.

RELEVANT STATUTORY AND REGULATORY PROVISIONS

CHAPTER 22.06 – ADMINISTRATION

22.06.010	REVIEW AND APPROVAL REQUIRED <i>No building, structure or parcel of land shall be used, and no building or structure shall be hereafter erected, altered or enlarged, including those proposed by local, state or federal agencies, in that portion of the County lying within the Columbia River Gorge National Scenic Area in any manner that is inconsistent with the provisions of this Title.</i>
22.06.020	ADMINISTRATOR <i>The Director of the Skamania County Department of Planning and Community Development is vested with the duty of administering the provisions of this Title and shall ensure that this Title is enforced through the proper legal channels. No building permit, subdivision, short subdivision, recreational vehicle park, or other development permit shall be approved unless such development conforms in all aspects with the provisions and regulations of the Title. The Administrator shall prepare and require the use of such forms as determined to be essential to the administrations of this Title.</i>
Finding:	This staff report reviews a proposal to construct new water treatment infrastructure to enhance and support an existing water reservoir that serves the town of Carson while removing several existing buildings, pump station, junction boxes and chain link fence. The proposed development shall be reviewed by the Administrator to ensure compliance with the provisions and regulations of this Title.
Conclusion:	This application shall be reviewed under Title 22.

22.06.060 *GENERAL MANAGEMENT AREAS AND SPECIAL MANAGEMENT AREAS – APPLICATION AND SITE PLAN INFORMATION REQUIRED*

- A complete application is required prior to review by department.

Prior to initiating any use or development which requires review and approval by the County, a development review application shall be completed pursuant to this Section.

Finding: A land use application submitted July 11th, 2023. After initial review the application was deemed complete on August 25th, 2023. A memo of completeness was sent to the applicant on September 27th, 2023.

Conclusion: **This provision has been met.**

22.06.070 *GENERAL MANAGEMENT AREAS – ADDITIONAL APPLICATION AND SITE PLAN INFORMATION FOR SPECIFIC DEVELOPMENTS, USES AND SITES*

Applications for the following uses or developments shall include the additional information required under other chapters of this Title or as required by the Administrator.

C. All buildings, roads or mining and associated activities proposed on lands visible from Key Viewing Areas. See Chapter 22.18.

H. Any review use within 1,000 feet of a sensitive plant, wildlife area or site. See Chapter 22.20. Large-scale uses shall also include field survey information.

Finding: The application involves buildings on property that are potentially visible from key viewing areas but are not within 1,000 feet of sensitive wildlife areas and sites in the GMA. All required additional information for a complete application was submitted July 11th, 2023.

Conclusion: **The application shall be reviewed for compliance with Chapters 22.18 and 22.20 below.**

22.06.110 *ACCEPTANCE OF APPLICATION; NOTICE OF DEVELOPMENT REVIEW; COMMENT PERIOD*

A. COMPLETE APPLICATION REQUIRED PRIOR TO REVIEW BY DEPARTMENT.

1. Prior to initiating any use or development which requires review and approval by the County, a development review application shall be completed pursuant to this Section.

2. Within twenty (20) days of receipt of an application, the Administrator shall review the application for completeness and adequacy and shall advise the applicant, in writing, either that:

a. The application is complete as submitted; or

b. The application is incomplete as submitted and what specific additional information is required before the application can be accepted as complete.

3. Within twenty (20) days of receipt of supplemental information, the Administrator shall review the information to determine if the application is complete.

4. No application shall be accepted as complete until all documented omissions and deficiencies have been corrected by the applicant.

Finding: An NSA land use application was submitted March 6, 2023. The application was deemed complete on March 21, 2023, with a memo of completeness sent to the applicant that same day.

Conclusion: **This provision has been met.**

C. NOTICE OF DEVELOPMENT REVIEW

1. The Administrator shall issue notice of a proposed development review. The notice shall provide the following information:

D. COMMENT PERIOD. Persons receiving notice of a development review application shall have twenty (20) days from the date upon which the notice of a development review is mailed to them by the Department within which to submit written comments to the Administrator.

Finding: A notice of the development review was sent to owners of property within 500 ft. of the subject property and interested parties on January 24th, 2024. They were given twenty days to provide written comments. Comments were received from the following parties:

Steven D. McCoy – Friends of the Columbia Gorge – February 13th, 2024

These comments, as they apply to Title 22, will be addressed in the applicable sections throughout this report.

Conclusion: **This provision has been met.**

22.06.140 *EXPEDITED REVIEW PROCESS*

Finding: The application does not involve a use eligible for expedited review.

Conclusion: **Section 22.06.140 does not apply.**

22.06.160 *EXISTING USES*

- A. *Right to Continue Existing Use and Structures. Except to the extent specifically set forth below, any existing use or structure may continue so long as it is used in substantially the same manner and for the same purpose.*
- B. *Replacement of Existing Structures Not Damaged or Destroyed by Disaster. Except as provided in subsection (C) of this section, an existing structure may be replaced if a complete land use application for a replacement structure is submitted to the department within one year of the date the use of the original structure was discontinued. The replacement structure shall comply with the following standards.*
 1. *The replacement structure shall have the same use as the original structure.*
 2. *The replacement structure may have a different size or location than the original structure. An existing manufactured home may be replaced with a framed residence and an existing framed residence may be replaced with a manufactured home.*
 3. *The replacement structure shall be subject to the scenic, cultural, recreation and natural resources provisions; the treaty rights provisions; and the land use designations provisions involving agricultural buffer zones, approval criteria for fire protection, and approval criteria for siting of dwellings on forest land.*
 4. *The original structure shall be considered discontinued if a complete land use application for a replacement structure is not submitted within the one-year time frame.*

Finding: The existing structures are a part of the Carson water treatment plant, that serves the community of Carson, Washington. The proposed replacement buildings will serve the same purpose. Skamania County Staff observed the existing Water Treatment Plant on a March 20, 2024 site visit. All structures proposed for removal are still in use.

Conclusion: **As conditioned, the proposed replacement of public utility buildings with new public utility buildings is an allowable continuance of a legally existing use. The replacement accessory building will be reviewed for consistency with the scenic, cultural, recreation, and natural resource provisions of this chapter as well as the requirements for fire safety. A CONDITION OF APPROVAL shall state the replacement structures will be used in the same manner and for the same purpose as the original structures. A CONDITION OF APPROVAL staff shall be required to inspect the property in a timely manner to ensure compliance with this provision.**

CHAPTER 22.10 – ZONING GENERAL REGULATIONS (GMA AND SMA)

22.10.060 *MINIMUM LOT SIZE*

- A. *In General Management Areas, minimum lot sizes shall be as set forth on the maps referred to in Section 22.10.010(A), unless a larger minimum lot size is required by the*

local health department authority. The following Zoning Classifications are established on the maps with the following minimum lot sizes:

- 1. Residential 1 (R-1) Zoning Classification has a minimum lot size of one (1) acre.*
- 2. Residential 2 (R-2) Zoning Classification has a minimum lot size of two (2) acres.*
- 3. Residential 5 (R-5) Zoning Classification has a minimum lot size of five (5) acres.*
- 4. Residential 10 (R-10) Zoning Classification has a minimum lot size of ten (10) acres.*
- B. In General Management Areas, minimum lot sizes in the Rural Center (RC) Zoning Classification shall be one (1) acre, unless a larger minimum lot size is required by the local health department authority.*
- C. In General Management Areas, minimum lot sizes in the Commercial (C) Zoning Classification shall be one (1) acre, unless a larger minimum lot size is required by the local health department authority.*
- D. In General Management Areas, minimum lot sizes in the Small Woodland (F-3) Zoning Classification shall be as set forth on the maps referred to in Section 22.10.010(A), unless a larger minimum lot size is required by the local health department authority. The following minimum lot sizes are established on the maps for the Small Woodland (F-3) Zoning Classification:*
 - 1. Small Woodland (F-3) 20 has a minimum lot size of twenty (20) acres.*
 - 2. Small Woodland (F-3) 40 has a minimum lot size of forty (40) acres.*
 - 3. Small Woodland (F-3) 80 has a minimum lot size of eighty (80) acres.*
- E. Where authorized in the General Management Areas, parcels smaller than the designated minimum size may be created, as specified in Section 22.08.030.*
- F. In Special Management Areas, new residential development is prohibited on parcels of less than forty (40) acres.*
- G. In the National Scenic Area, the fact that a parcel is of sufficient size to meet the minimum lot size does not mean that residential use of the property is otherwise allowed. All residential development is subject to compliance with other standards set out in this Title.*

Finding: The subject parcel is approximately 2.6 acres in size and is located in GMA – Commercial Forest (F-1) zone, which has an 80-acre minimum lot size. According to records on file with the Skamania County Auditor's Office, the subject parcel is mentioned in a Statutory Warranty Deed recorded on Jan 3rd, 1977, in Book 72 Page 129.

Conclusion: **The subject parcel is a legal lot of record.**

22.10.070 MINIMUM LOT LINE SETBACKS

The following are the minimum lot line setbacks for all structures except fences. The lot line setbacks shall not reduce or otherwise affect the buffers in this ordinance that protect agricultural and forest lands as well as scenic, natural, cultural, and recreation resources (resource buffers). If a conflict arises between the property line setbacks and the resource buffers, the resource buffers shall prevail. Variances to the minimum lot line setbacks may be granted through Section 22.06.040.

- A. Parcels of land less than two (2.0) acres:*
 - 1. FRONT YARD: forty-five (45) feet from the centerline of the street or road or fifteen (15) feet from the front property line, whichever is greater.*
 - 2. SIDE YARD: five (5) feet.*
 - 3. REAR YARD: fifteen (15) feet.*
- B. Parcels of land two (2.0) acres or greater:*
 - 1. FRONT YARD: fifty (50) feet from the centerline of the street or road or twenty (20) feet from the front property line, whichever is greater.*
 - 2. SIDE YARD: twenty (20) feet.*
 - 3. REAR YARD: twenty (20) feet.*

Finding: The subject parcel is 2.6 acres in size. The setbacks under Section B above apply. While the proposed development meets required yard setbacks as depicted on the approved site plan, the setbacks listed under Section B shall be included as a condition of approval.

Conclusion: **The setbacks in Section 22.10.070(B), listed above, shall be a CONDITION OF APPROVAL for this application.**

CHAPTER 22.14 – ZONING CLASSIFICATIONS GENERAL MANAGEMENT AREAS

22.14.030 COMMERCIAL FOREST (F-1)

Finding: The subject property is located in the GMA – Commercial Forest (F-1) zone.

Conclusion: **This application shall be reviewed for compliance with Section 22.14.030 below.**

A. FIRE SAFETY PROVISIONS

- 1.** *All buildings shall be surrounded by a maintained defensible space of at least fifty feet. Irrigated or fire-resistant vegetation may be planted within the fuel break, including green lawns and low shrubs (less than twenty-four inches in height). Trees should be placed greater than fifteen feet between the crowns and pruned to remove dead and low (less than eight feet) branches. Accumulated leaves, needles and other dead vegetation shall be removed from beneath trees. Fuel breaks shall be adjusted to account for site slope, to protect riparian vegetation and other resources, or as recommended by local fire districts, conservation districts, or other professional.*

Finding: The proposed development site is void of mature tree growth, fire resistant shrubbery is proposed to provide screening.

- 2.** *Hazardous fuels shall be removed within the fuel break area.*

Finding: All flammable vegetation present on subject parcel is located inside of proposed development site, therefore will be removed upon construction of structures.

- 3.** *Buildings with plumbed water systems shall install at least one standpipe at a minimum of fifty feet from the structure(s).*

Finding: The building site has existing standpipes that serve the current Water Treatment Plant.

- 4.** *A pond, stream, tank or sump with storage of not less than one thousand gallons, or a well or water system capable of delivering twenty gallons per minute shall be provided. If a well pump is located on site, the electrical service shall be separate from the dwelling.*

Finding: Parcel has a 750,000 gallon above ground water reservoir.

- 5.** *Access drives shall be constructed to a minimum of twelve feet in width and not exceed a finished grade of twelve percent. Turnouts shall be provided at a minimum of every five hundred feet and at the building site. Access drives shall be maintained to a level that is passable to fire equipment. However, variances to road provisions may be made after consultation with the local fire marshal and the Washington State Department of Natural Resources.*

Finding: Subject parcel is accessed by an existing, gravel access drive. Turnouts are present near development site and along access drive. The proposed improvements include two 10-ft lanes at a relatively flat slope of less than two (2) percent.

- 6.** *Within one year of the occupancy of a dwelling, the administrator shall conduct a review of the development to assure compliance with this section*
- 7.** *Utility supply shall be underground whenever possible*
- 8.** *Roofs of structures shall be made of fire-resistant materials, such as fiberglass or asphalt shingle or tile. Roof materials such as cedar shake and shingle shall not be used*

9. *Any chimney or stovepipe on any structure for use with a wood stove or fireplace should be equipped with a spark arrestor that includes at least one screen no coarser than one-eighth-inch mesh metal that is noncombustible and corrosion resistant*
10. *All structural projections such as balconies, decks and roof gables should be built with fire resistant materials equivalent to that specified in the International Building Code. Structural projections shall be set back from slopes*
11. *Attic openings, soffit vents, foundation louvers or other ventilation openings on dwellings and accessory structures should be screened with no coarser than one-eighth-inch mesh metal screen that is noncombustible and corrosion resistant*

Finding: Skamania County Staff observed all utilities to be underground on a March 20, 2024, site visit. All proposed materials are fire resistant (Brick and Metal). No chimneys and/or stove pipes are proposed. As conditioned, the proposed development meets all fire safety provisions. Adherence to these provisions will be included as a condition of approval.

Conclusion: **CONDITIONS OF APPROVAL shall state:**

The development shall comply with the fire safety provisions for the Commercial Forest (F-1) Zone listed in Skamania County Code Section 22.14.030(A).

All buildings shall be surrounded by a maintained fuel break of fifty feet. Irrigated or fire-resistant vegetation may be planted within the fuel break, including green lawns and low shrubs (less than twenty-four inches in height). Trees should be placed greater than fifteen feet between the crowns and pruned to remove dead and low (less than eight feet) branches. Accumulated leaves, needles and other dead vegetation shall be removed from beneath trees. Hazardous fuels shall be removed within the fuel break area.

Buildings with plumbed water systems shall install at least one standpipe at a minimum of fifty feet from the structure(s).

A pond, stream, tank or sump with storage of not less than one thousand gallons, or a well or water system capable of delivering twenty gallons per minute shall be provided. If a well pump is located on-site, the electrical service shall be separate from the dwelling.

Telephone and power supply shall be underground whenever possible.

Roofs of structures shall be made of fire-resistant materials, such as fiberglass shingles or tile.

All structural projections such as balconies, decks, and roof gables should be built with fire-resistant materials equivalent to that specified in the Uniform Building Code.

Attic openings, soffit vents, foundation louvers, or other ventilation openings on dwellings and accessory structures shall be screened with no coarser than one-fourth-inch mesh metal screen that is noncombustible and corrosion resistant.

The administrator shall conduct a review of the development within one year to assure compliance with these fire safety provisions, embodied in SCC 22.14.030(A).

E. REVIEW USES.

- 2. The following uses are subject to review by the administrator for compliance with all applicable provisions protecting scenic, cultural, natural, and recreational resources, and may be allowed if:*
 - d. The use complies with the standards set out in subsection (A) of this section . . .*
 - i. Construction, reconstruction, or modification of roads, utility facilities, and railroads necessary for public service upon a showing that:*
 - (A) There is no practicable alternative location with less adverse effect on agriculture and forest lands and on scenic, cultural, natural and recreation resources; and*
 - (B) The size is the minimum necessary to provide the service*

Finding: The proposed development seeks to remove and replace existing structures at the Carson Water Treatment Plant, a public utility facility. This constitutes a reconstruction and modification to a utility facility necessary for public service. Due to the size of subject parcel (2.6 acres) coupled with the area required for the Water Treatment Plant, there is no practicable alternative location. All new structures will be clustered in close proximity, in the same manner as the existing structures. The new buildings and improvements are needed to serve the growing population of Carson, Washington. Moving the Water Treatment Plant to a different parcel would require relocating the existing transmission main that connects to Bear Creek, triggering much greater impacts than the proposed development.

Conclusion: **The reconstruction and modification of the existing Carson water Treatment Plant is an allowable review use as conditioned in the GMA – Commercial Forest (F-1) zone. This application shall be reviewed for compliance with all applicable provisions protecting scenic, cultural, natural, and recreation resources.**

A CONDITION OF APPROVAL shall state all development shall be consistent with the approved site plan on file with Skamania County Community Development, unless modified by the following conditions of approval. If modified, the site plan shall be consistent with the conditions of approval.

A CONDITION OF APPROVAL shall state the Community Development Department will conduct at least two site visits during construction, one siting inspection to verify the staked location of the structures prior to any ground disturbance taking place; and a second to be conducted after all foundation excavation has been completed including framing footers, but prior to pouring the foundation. A site visit for Final Inspection shall also be conducted. Each inspection may take up to four business days from the time of calling for the inspection. Inspections should be arranged by calling the Community Development inspection line at 509-427-3922 or by emailing permitcenter@co.skamania.wa.us.

***CHAPTER 22.18 – SCENIC RESOURCE PROTECTION –
GENERAL MANAGEMENT AREAS***

22.18.010 STANDARDS FOR ALL DEVELOPMENTS.

- A. New development shall be sited and designed to retain the existing topography and minimize grading activities to the maximum extent practicable.*

Finding: The subject parcel is close to level with an average slope of less than 2%. The site of development has been previously developed, grading will be limited to what is necessary for site development and prompt reseeding of graded areas left bare will be required.

Conclusion: A **CONDITION OF APPROVAL** shall state only that grading which is necessary for site development (building pads, utilities, etc.) is permitted. Grading activities shall be limited to the maximum extent practicable. All graded areas and disturbed ground left bare shall be re-seeded with native vegetation promptly and prior to final inspection by the Community Development Department.

- B. New buildings greater than one thousand five hundred square feet shall be compatible with the general scale (height, dimensions and overall mass) of existing nearby development of a similar nature.*
- 1. Application of the landscape setting design guidelines*
- 2. A defined study area surrounding the development that includes at least ten existing buildings, not including existing buildings within urban areas or outside the National Scenic Area,*
- 3. Individual evaluations of scale for each separate proposed building in the application and each separate building in the study area, including:*
 - a. All above ground finished square footage*
 - c. Attached garages*

Finding: The reconstruction and modification of the Carson Water Treatment Plant includes one new membrane building, which is approximately 5,000 square feet. Skamania County Staff compared the building to the 10 nearest developed parcels, within the NSA. The subject parcel borders the Carson Urban Area and non-NSA lands to the East and North, and designated forest lands to the West and South. The nearest building is over 2,000 feet away and is no longer in use. The next closest building is over 6,200 feet away from the development site. In order to survey 10 developed parcels, Skamania County Staff had to expand the survey area to over 11,700 feet (2 1/4+ miles). The average footprint of buildings surveyed is 3,067 square feet. There are two buildings with footprints above 5,000 square feet, three buildings had a footprint of less than 1,800 square feet. Although the proposed utility building is well above the average footprint of the surveyed development, Skamania County Staff deemed it compatible due to A.) The two buildings larger, B.) the lack of nearby development requiring expanding the survey area to over 11,700 feet, and C.) The public utility building is not comparable to residential accessory buildings and single family dwellings, as they serve the public and require more square footage.

Conclusion: This provision has been met. An appropriate landscape plan was submitted. The proposed buildings are compatible with the general scale of nearby development

22.18.020 STANDARDS FOR DEVELOPMENTS VISIBLE FROM KEY VIEWING AREAS.

- A. The provisions in the section shall apply to proposed developments on sites topographically visible from key viewing areas.*

<u>Key Viewing Area</u>	<u>Distance Zone</u>		
	<i>Foreground 0 – ¼ Mile</i>	<i>Middleground ¼ - 4 Miles</i>	<i>Background Over 4 Miles</i>
Dog Mountain Trail		X	

Conclusion: The development site is potentially topographically visible from one KVA. The application shall be reviewed for compliance with the provisions of Section 22.18.030 individually for each topographically visible aspect of the subject parcel, to ensure the proposed development is visually subordinate to its

landscape setting as seen from KVAs with respect to size, height, shape, color, reflectivity, landscaping, siting, or other aspects of the proposed development.

- B. *Each development shall be visually subordinate to its setting as seen from key viewing areas. New development shall be sited to achieve visual subordination from key viewing areas, unless siting would place such development in a buffer specified for protection of wetlands, riparian corridors, rare plants, or priority habitat or sensitive wildlife sites or would conflict with guidelines to protect cultural resources.*
- C. *Determination of potential visual effects and compliance with the visual subordination standard shall include consideration of the cumulative effects of proposed development.*
 - 1. *The amount of area of the building site exposed to key viewing areas,*
 - 2. *The degree of existing vegetation providing screening,*
 - 3. *The distance from the building site to the key viewing areas from which it is visible,*
 - 4. *The number of key viewing areas from which it is visible, and*
 - 5. *For linear key viewing areas such as roads, the linear distance along the key viewing areas from which the site is visible.*
- D. *The extent and type of conditions applied to a proposed development to achieve visual subordination to its landscape setting shall be proportionate to its potential visual impacts as visible from key viewing areas. Conditions may include, and shall be applied using the following priorities:*
 - 1. *Screening by existing topography*
 - 2. *Siting (location of development on the subject property, building orientation, and other elements),*
 - 3. *Retention of existing vegetation on the applicant's property;*
 - 4. *Design and building materials (color, reflectivity, size, shape, height, architectural and design details and other elements);*
 - 5. *New landscaping on the applicants property*
 - 6. *New berms or other recontouring on the applicant's property, where consistent with other applicable provisions.*

Finding: SCC Section 22.04.010 defines Visually Subordinate as *"a description of the relative visibility of a structure or use where that structure or use does not noticeably contrast with the surrounding landscape, as viewed from a specified vantage point, generally a key viewing area. As opposed to structures that are fully screened, structures that are visually subordinate may be partially visible. They are not visually dominant in relation to their surroundings."*

The subject parcel is located just outside of the Carson Urban Area off of Kid Ln approximately a half mile off of Wind River Hwy. The subject parcel is near High Density Residential development zoning, and Rural Residential zoning. The closest development within the NSA is over a mile (approximately 6,200 feet) from proposed development site.

Visual subordination of the subject property was assayed with Skamania County GIS NSA composite seen areas layer, Google Earth, travel along SR-14, and a site visit to subject parcel on March 20, 2024. The development site is potentially visible from the backside of Dog Mountain in the background (approximately 34,000 feet from development site). Skamania County determined during its site visit on March 20, 2024, that the subject parcel is completely topographically screened from all KVAs. The property is located in the Carson Valley just west of the Carson Urban Area. A range of mountains to the East, West and direct South completely screen the development site. No KVAs are present North of subject parcel. A small opening to the Southeast, primarily the mouth of the Wind River area was deemed not topographically visible due to a constant change in

elevations and the Carson grade coming up from SR-14. Dog Mountain is not topographically visible from the site, as determined on a site visit (See Exhibits A-E).

Exhibit A: Facing to the Southwest



Exhibit B: Facing to the West



Exhibit C: Facing to the East



Exhibit D: Facing to the Southeast.



Exhibit E: Facing South



Conclusion: CONDITIONS OF APPROVAL shall state:

The subject dwelling and site of proposed development is topographically screened. Further review under Section 22.18.030 is not required. However, all proposed colors shall be dark earth toned.

The Community Development Department will conduct at least two site visits during construction, one siting inspection to verify the staked location of the structures prior to any ground disturbance taking place; and a second to be conducted after all foundation excavation has been completed including framing footers, but prior to pouring the foundation. A site visit for Final Inspection shall also be conducted. Each inspection may take up to four business days from the time of calling for the inspection. Inspections should be arranged by calling the Community Development inspection line at 509-427-3922 or by emailing permitcenter@co.skamania.wa.us.

- H. Unless expressly exempted by other provisions in this chapter, colors of structures on sites visible from key viewing areas shall be dark earth-tones found at the specific site or in the surrounding landscape. The specific colors or list of acceptable colors shall be included as a condition of approval. The Scenic Resources Implementation Handbook will include a recommended palette of colors.*

Finding: The proposed development has been designed to achieve visual subordination, the following materials/colors are proposed.

Siding – Brick, Belden Brick Company, 8621 Coarse Velour (Appears Dark Brown), AND Metal, Steelscape, "Rawhide Coalblack" SRI 24 (Appears Black)
Trim – Brick, Belden Brick Company, 8621 Coarse Velour (Appears Dark Brown)
Roof – Metal, Steelscape "Rustic Rawhide" SRI 32 (Appears multi-toned weathered brown)

These colors match recommended colors in the Scenic Resources Implementation Handbook and are approvable.

Conclusion: CONDITIONS OF APPROVAL shall state that the exterior of all structures shall be dark earth-tones in color. The exterior includes, but is not limited to, sides, doors, garage doors, decks, gutters, roofs and trim. The following colors submitted by the applicant are consistent with this condition and are hereby approved: Siding: Brick, Belden Brick Company, 8621 Coarse Velour (Appears Dark Brown), AND Metal, Steelscape, "Rawhide Coalblack" SRI 24 (Appears Black). Roofing: Metal, Steelscape "Rustic Rawhide" SRI 32 (Appears multi-toned weathered brown). Any proposed changes to these colors shall be submitted for review and approval by the Community Development Department for acceptably dark earth-tones prior to their application. Community development staff shall inspect the home for acceptably dark-earth colors before issuing final approval for this project.

- I. The exterior of buildings on lands seen from key viewing areas shall be composed of nonreflective materials or materials with low reflectivity, unless the structure would be fully screened from all key viewing areas by existing topographic features.*

Finding: All proposed materials are non-reflective

Conclusion: This provision has been met.

- J. *Exterior lighting shall be directed downward and sited, hooded and shielded such that it is not highly visible from key viewing areas. Shielding and hooding materials shall be composed of non-reflective, opaque materials.*

Finding: Exterior lighting is customary on residential construction but light fixture details were not provided. A condition of approval regarding any installed exterior lighting will be included in the administrative decision.

Conclusion: **A CONDITION OF APPROVAL shall state all exterior lighting shall be hooded or shielded at a 90° angle. Hoods/shields should be made of a non-reflective, opaque material, which does not allow light to pass through.**

22.18.030 *LANDSCAPE SETTINGS*

- A. *GENERAL PROVISIONS. Landscape settings shall be as designated on the map entitled "Landscape Settings", adopted on October 15, 1991 as part of the Columbia River Gorge Commission's comprehensive management plan, and any amendment thereto.*

Finding: The subject property is in the Rural Residential landscape setting as designated on the map entitled "Landscape Settings."

Conclusion: **This application shall be reviewed for compliance with the provisions applicable to the Rural Residential landscape setting.**

C. *CONIFEROUS WOODLAND.*

1. *Structure height shall remain below the forest canopy level.*
2. *In portions of the setting visible from key viewing areas, the following provisions shall be employed to achieve visual subordination:*

Finding: The proposed buildings will remain well below the canopy of surrounding trees. Trees ranging from 40-60 feet surround the development site. The subject parcel is not visible from KVAs. No trees are proposed for removal.

Conclusion: **A CONDITION OF APPROVAL shall state all existing tree cover shall be retained as much as possible, except as is necessary for site development, safety purposes or as part of forest management practices.**

22.18.040 *SCENIC TRAVEL CORRIDORS AND TRANSPORTATION FACILITIES*

- A. *The following provisions apply to that portion of state Road 14 (SR14) lying within the Columbia River Gorge National Scenic Area and to lands lying within one-quarter mile of the edge of the pavement*

Finding: The subject parcel is over a quarter (1/4) mile from the SR-14

Conclusion: **This provision does not apply**
CHAPTER 22.20 – NATURAL RESOURCE PROTECTION –
GENERAL MANAGEMENT AREA

22.20.020 *DEVELOPMENT REVIEW FOR WATER RESOURCE ZONE PROTECTION*

- A. *The following uses may be allowed in a water resource or its buffer, subject to review by the Administrator for compliance with the standards set forth in this Section and with the provisions for the protection of scenic, natural, cultural, and recreational resources.*

Finding: The property does not contain any water resources or water resource buffers. The nearest mapped DNR stream (non-fish bearing) is approximately 645 feet from subject parcel lot line.

Conclusion: **No further review for water resource zone protection is required.**

22.20.030 *DEVELOPMENT REVIEW FOR WILDLIFE HABITAT PROTECTION*

- A. *REVIEW USES – WILDLIFE. Except uses allowed without review pursuant to Section 22.10.040, review uses may be allowed within 1,000 feet of a sensitive wildlife area or*

site, subject to review by the Administrator for compliance with the provisions for the protection of scenic, natural, cultural, and recreational resources and the following:

1. SITE PLANS AND FIELD SURVEYS.

- a. In addition to the information otherwise required for site plans, site plans for uses within 1,000 feet of a sensitive wildlife area or site shall include a map prepared at a scale of one (1) inch equals 100 feet (1:1,200) or a scale providing greater detail.*
- b. A field survey to identify sensitive wildlife areas or sites shall be required for:*
 - i. Land divisions that create four or more parcels;*
 - ii. Recreation facilities that contain parking areas for more than ten (10) cars, overnight camping facilities, boat ramps, or visitor information and environmental education facilities;*
 - iii. Public transportation facilities that are outside improved rights-of-way;*
 - iv. Electric facilities, lines, equipment and appurtenances that are thirty-three (33) kilovolts or greater; and*
 - v. Communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment and appurtenances and other project related activities, except when all of their impacts will occur inside previously disturbed road, railroad or utility corridors, or existing developed utility sites, that are maintained annually.*
- c. Field surveys shall cover all areas affected by the proposed use or recreation facility. They shall be conducted by a professional wildlife biologist hired by the project applicant. All sensitive wildlife areas and sites discovered in a project area shall be described and shown on the site plan map.*

Finding: The subject property is not within 1000 feet of any sensitive wildlife habitat zone.

Conclusion: **This provision has been met.**

2. REVIEW BY DEPARTMENT OF FISH AND WILDLIFE.

- a. Site plans and field surveys for uses proposed within 1,000 feet of a sensitive wildlife area or site shall be submitted by the Administrator to the Washington Department of Fish and Wildlife (WDFW) and shall be reviewed by WDFW to determine if the proposed use would adversely affect a sensitive wildlife area or site. Within twenty (20) days the WDFW biologists shall review the site plan and their field survey records to:*
 - i. Identify/verify the precise location of the wildlife area or site,*
 - ii. Ascertain whether the wildlife area or site is active or abandoned, and*
 - iii. Determine if the proposed use may compromise the integrity of the wildlife area or site or occur during the time of the year when wildlife species are sensitive to disturbance, such as nesting or rearing seasons. In some instances, state wildlife biologists may conduct field surveys to verify the wildlife inventory and assess the potential effects of a proposed use.*
- b. The following factors may be considered when site plans are reviewed:*
 - i. Biology of the affected wildlife species.*
 - ii. Published provisions regarding the protection and management of the affected wildlife species.*
 - iii. Physical characteristics of the subject parcel and vicinity, including topography and vegetation.*
 - iv. Historic, current and proposed uses in the vicinity of the sensitive wildlife area or site.*
 - v. Existing condition of the wildlife area or site and the surrounding habitat and the useful life of the area or site.*
- c. Review by the Administrator under this Section may terminate if, after consultation with the WDFW, the Administrator determines that:*
 - i. The sensitive wildlife area or site is not active; or*
 - ii. The proposed use would not compromise the integrity of the wildlife area or site or occur during the time of the year when wildlife species are sensitive to disturbance.*

- d. *If the Administrator, after consultation with WDFW determines that the proposed use would have only minor effects on the wildlife area or site that could be eliminated through mitigation measures recommended by the state wildlife biologist, or by simply modifying the site plan or regulating the timing of new uses, a letter shall be sent to the project applicant that describes the effects and recommends measures needed to eliminate them.*
- e. *If the project applicant accepts the recommendations of the Administrator, the Administrator will incorporate them into the staff report and if applicable, the administrative decision, and then the wildlife protection process may conclude.*
- f. *The Administrator shall keep on record and address any written comments submitted by WDFW in its staff report and if applicable, the administrative decision.*
- g. *The Administrator shall make a final decision on whether the proposed use would be consistent with this Section. If the Administrator's decision contradicts the comments submitted by the WDFW, then the Administrator shall justify how the contrary conclusion was determined.*
3. *The proposed use shall be evaluated for adverse effects, including cumulative effects, and adverse effects shall be prohibited.*

Finding: WDFW was sent a copy of the application materials on January 24, 2024. No comments were received in response.

Conclusion: No comments were received by WDFW. This provision has been met.

- B. *FENCES IN DEER AND ELK WINTER RANGE New development permits issued by the administrator shall include a requirement that, in deer and elk winter range, construction of new and replacement fences shall be subject to the following:*
1. *New fences in deer and elk winter range shall be allowed only when necessary to control livestock or pets or to exclude wildlife from specified areas, such as gardens. Fenced areas shall be the minimum necessary to meet the needs of the project applicant.*
 2. *New and replacement fences in winter range shall comply with the following, unless the applicant demonstrates the need for an alternative design:*
 - a. *The top wire shall be no more than forty-two (42) inches high to make it easier for deer to jump over the fence.*
 - b. *The distance between the top two wires shall be at least ten inches to make it easier for deer to free themselves if they become entangled.*
 - c. *The bottom wire shall be at least sixteen inches above the ground to allow fawns to crawl under the fence. It should consist of smooth wire because barbs often injure animals as they crawl under fences.*
 - d. *Stays or braces placed between strands of wire shall be positioned between fence posts where deer are most likely to cross. Stays create a more rigid fence, which allows deer a better chance to wiggle free if their hind legs become caught between the top two wires.*
 3. *Woven wire fences may be authorized only when a project applicant clearly demonstrates that such a fence is required to meet his or her specific needs, such as controlling hogs and sheep or the protection of crops. (Ord. 2008-06 (part); Ord. 2006-11 (part); Ord. 2005-07 (part))*

Finding: A replacement chain link fence is proposed, however, the proposed development site is not within deer and elk wintering range.

Conclusion: These provisions do not apply.

Review for wildlife habitat protection is concluded.

22.20.040 DEVELOPMENT REVIEW FOR SENSITIVE PLANT PROTECTION
REVIEW USES. Except uses allowed without review as listed in Sections 22.10.040, review uses may be allowed within 1,000 feet of a sensitive plant, subject to the

provisions for the protection of scenic, natural, cultural, and recreational resources and the following:

Finding: The proposed development is not within 1,000 of any known sensitive plant species. WNHP were forwarded the application materials on January 24, 2024. No comments were received in response.

Conclusion: **The WNHP has no concerns with this proposal. The proposed use will not compromise sensitive plant habitat. Further review for sensitive plant protection is not required.**

CHAPTER 22.22 – CULTURAL RESOURCE PROTECTION – GENERAL MANAGEMENT AREAS

22.22.010 GENERAL PROVISIONS FOR IMPLEMENTING THE CULTURAL RESOURCE PROTECTION PROCESS

22.22.010 GENERAL PROVISIONS FOR IMPLEMENTING THE CULTURAL RESOURCE PROTECTION PROCESS

- A. *All cultural resource information shall remain confidential and exempt from public records requests, according to Section 6(a)(1)(A) of the National Scenic Area Act and RCW 42.17.310(k). Federal agency cultural resource information is also confidential and exempt by statute from the Freedom of Information Act under 16 U.S.C. 470hh and 36 CFR 296.18.*
- B. *All cultural resource surveys, evaluations, assessments and mitigation plans shall be performed by professionals whose expertise reflects the type of cultural resources that are involved. Principal investigators shall meet the professional standards set out in 36 CFR, Part 61, and in Guidelines for Evaluating and Documenting Traditional Cultural Properties (Parker and King, no date).*
- C. *Cultural resource surveys, evaluations, assessments, and mitigation plans shall generally be conducted in consultation with Indian tribal governments and, if appropriate, any party of record. Indian tribal governments shall be consulted if the affected cultural resources are prehistoric or otherwise associated with Native Americans. If the cultural resources are associated with non-Native Americans, such as a historic house or pioneer campsite, the Indian tribal governments do not have to be consulted.*
- D. *The responsibility and cost of preparing an evaluation of significance, assessment of effect, or mitigation plan shall be borne by the project applicant, except for resources discovered during construction. The Gorge Commission shall conduct and pay for evaluations of significance and mitigation plans for resources that are discovered during construction of small-scale and large-scale uses.*

22.22.020 REQUIREMENTS FOR CULTURAL RESOURCE ARCHAEOLOGICAL AND HISTORIC SURVEYS

- A. *Archaeological Survey requirements and exceptions.*
 1. *Each proposed use or element of a proposed use within an application shall be evaluated independently to determine whether an archaeological survey is required; for example, an application that proposes a land division and a new dwelling would require an archaeological survey if a survey would be required for the dwelling.*
 2. *An archaeological survey shall be required for all proposed uses within 500 feet of a known cultural resource, including those uses listed as exempt in Section 22.22.010(E)(1)(c).*
 3. *An archaeological survey shall be required for all proposed uses, except the following, unless located within 500 feet of a known cultural resource:*
 - a. *The modification, expansion, replacement, or reconstruction of existing buildings and structures.*
 - b. *Proposed uses that would not disturb the ground, including land divisions and lot-line adjustments, storage shed that do not require a foundation; low-intensity recreation*

- uses, such as fishing, hunting and hiking; installation of surface chemical toilets; hand treatment of brush within established rights-of-way; and new uses of existing structures.*
- c. Proposed uses that involve minor ground disturbance, as defined by depth and extent, including repair and maintenance of lawfully constructed serviceable structures; home gardens; livestock grazing; cultivation that employs minimum tillage techniques, such as replanting pastures using a grassland drill; construction of fences; new utility poles that are installed using an auger, post-hole digger or similar implement; and placement of mobile homes where septic systems and underground utilities are not involved. The Gorge Commission shall review all land use applications and determine if the proposed uses would have a minor ground disturbance.*
 - d. Proposed uses that occur on sites that have been disturbed by human activities, provided the proposed uses do not exceed the depth and extent of existing ground disturbance. To qualify for this exception, a project applicant must demonstrate that land-disturbing activities occurred in the project area. Land-disturbing activities include grading and cultivation.*
 - e. Proposed uses that would occur on sites that have been adequately surveyed in the past. Past surveys must have been conducted by a qualified professional and must include a surface survey and subsurface testing. The nature and extent of any cultural resources in the project area must be adequately documented. The project applicant must demonstrate that the project area has been adequately surveyed.*
 - f. Proposed uses occurring in areas that have a low probability of containing cultural resources. Areas that have a low probability of containing cultural resources shall be identified using the results of archaeological surveys conducted by the Columbia River Gorge Commission, the United States Forest Service, public agencies and private archaeologists. The Gorge Commission, after consultation with the Indian tribes and Washington State Department of Archaeology and Historical Preservation (hereinafter DAHP), shall prepare and adopt a map showing areas that have a low probability of containing cultural resources. This map shall be adopted within 200 days after the Secretary of Agriculture concurs with the Management Plan. The maps referred to above shall be refined and revised as additional archaeological surveys are conducted. Areas shall be added or deleted as warranted. All revisions of this map shall be reviewed and approved by the Gorge Commission. The following proposed uses do not qualify for this exemption:
 - i. Residential development that involves two (2) or more new dwellings for the same project applicant.*
 - ii. Recreation facilities that contain parking areas for more than ten (10) cars, overnight camping facilities, boat ramps and visitor information and environmental education facilities.*
 - iii. Public transportation facilities that are outside improved rights-of-way.*
 - iv. Electric facilities, lines, equipment and appurtenances that are thirty-three (33) kilovolts or greater.*
 - v. Communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment and appurtenances.**
 - g. The Gorge Commission may choose to conduct an archaeological survey for proposed uses exempted under Section 22.22.010(E)(1)(c) if, in its professional judgment, an archaeological survey may be necessary to ensure protection of cultural resources.*
 - 4. A historic survey shall be required for all proposed uses that would alter the exterior architectural appearance of buildings and structures that are fifty (50) years old or older, or would compromise features of the surrounding area that are important in defining the historic or architectural character of buildings or structures that are fifty (50) years old or older.*
 - 5. The Gorge Commission shall conduct and pay for all archaeological and historic surveys for small-scale uses in the General Management Area. When archaeological resources or*

traditional cultural properties are discovered, the Gorge Commission also shall identify the approximate boundaries of the resource or property and delineate a reasonable buffer zone.

b. Requirements for Archaeological Surveys and Reports for Small-Scale Uses

1. Archaeological surveys for small-scale uses shall be designed by a qualified professional and shall generally include a subsurface survey and subsurface testing. They shall meet the following standards.

a. A surface survey of the project area shall be conducted, except for inundated areas and impenetrable thickets.

b. Subsurface testing shall be conducted if the surface survey reveals that cultural resources may be present. Subsurface probes shall be placed at intervals sufficient to determine the absence or presence of cultural resources.

2. Archaeological survey reports for small-scale uses shall be documented in a confidential report that includes:

a. A description of the fieldwork methodology used to identify cultural resources, including a description of the type and extent of the archaeological survey.

b. A description of any cultural resources that were discovered in the project area, including a written description and photographs.

c. A map that shows the project area, the areas surveyed, the location of subsurface probes, and, if applicable, the approximate boundaries of the affected cultural resources and a reasonable buffer zone.

d. All written comments and consultation meeting minutes, if applicable, shall be incorporated into the archaeological survey report.

Finding: The application materials were forwarded to Chris Donnermeyer, Heritage Resources Program Manager for the USFS Columbia River Gorge National Scenic Area on September 27, 2023. Mr. Donnermeyer submitted a Cultural Resources Survey Determination on October 20, 2023, in which it was determined that neither a Cultural Resource Reconnaissance Survey nor Historic Survey were required for the proposed project.

Conclusion: No surveys were required. This provision has been met.

G. NOTICE OF SURVEY RESULTS.

1. The Administrator shall submit a copy of all cultural resource survey reports to DAHP and to the Indian tribal governments. Survey reports may include measures to avoid potentially affected resources, such as a map that shows a reasonable buffer zone.

2. DAHP and the Indian tribal governments shall have thirty (30) calendar days from the date a survey report is mailed to submit written comments to the Administrator.

3. The Administrator shall record and address all written comments in the Administrative Decision and Staff Report.

Finding: Staff forwarded the Cultural Resources Survey Determination form with the Notice of Development Review to DAHP and the five Native American tribal governments on January 24, 2024 for their review with a 30-day period in which to submit written comments. Skamania County received no a comments in response to this notice.

Conclusion: This provision has been met.

H. CONCLUSION OF CULTURAL RESOURCE PROTECTION PROCESS.

1. The Administrator shall make a final decision on whether the proposed use would be consistent with the provisions of this Chapter. If the final decision contradicts the comments submitted by the DAHP, the Administrator shall justify how he reached an opposing conclusion.

2. The cultural resource protection process may conclude when the Administrator makes a final, written determination that one (1) of the following conditions exists:

- a. *The proposed use does not require an archaeological or historic survey, no cultural resources are known to exist in the project area, and no substantial concerns were voiced by parties of record within the twenty (20) day comment period on the application.*
- b. *An archaeological survey demonstrates that cultural resources do not exist in the project area and no substantiated concerns were raised in written comments submitted by parties of record within the twenty (20) day comment period on the application, and no substantiated concerns regarding the archaeological survey were submitted by DAHP within their thirty (30) day comment period or by Indian tribal governments during their thirty (30) calendar day comment period as required by Section 22.22.020(B).*
- c. *The proposed use would avoid archaeological resources and traditional cultural resources that exist in the project area. A reasonable buffer has been established around the affected resources or property and all ground-disturbing activities shall be prohibited within the buffer zone. Buffer zones shall preserve the integrity and context of cultural resources. Buffer zones may vary in width depending on the eventual use of the project area, the type of cultural resources present and the characteristics for which the cultural resources may be significant. A deed covenant, easement or other appropriate mechanism shall be developed to ensure that the buffer zone and the cultural resources are protected. An evaluation of significance shall be conducted if a project applicant decides not to avoid the affected cultural resource. In these instances, the archaeological survey and survey report shall be incorporated into the evaluation of significance.*
- d. *The historic survey conducted by the Gorge Commission may provide sufficient information to satisfy Section 22.22.030(D). If it does not, architectural and building plans, photographs and archival research may be required. The project applicant shall be responsible for providing information beyond that included in the survey conducted by the Gorge Commission. The historic survey and report must demonstrate that these provisions have been clearly and absolutely satisfied. If the DAHP or the Administrator question whether these provisions have been satisfied, the project applicant shall conduct an evaluation of significance. A historic survey demonstrates that the proposed use would not have an adverse effect on historic buildings or structures because:*
 - i. *DAHP concludes that the historic or architectural character of the affected buildings or structures are not significant, as determined using the criteria in the "National Register Criteria for Evaluation" (36 CFR 60.4), or*
 - ii. *The proposed use would not compromise the historic or architectural character of the affected buildings or structures, or compromise features of the site that are important in defining the overall historic character of the affected buildings or structures, as defined by provisions and standards in The Secretary of the Interior's Standards for Rehabilitation (U.S. Department of the Interior 1990) and the Secretary of the Interior's Standards for Historic Preservation Projects (U.S. Department of the Interior 1983).*
 - iii. *The historic survey and report must demonstrate that these provisions have been clearly and absolutely satisfied.*

Finding: No surveys were required for the proposed project.

Conclusion: This provision has been met. The cultural resource protection process may conclude. A CONDITION OF APPROVAL shall state an Inadvertent Discovery Plan embodying the provisions of SCC 22.22.060 and SCC 22.22.070 shall be prepared and posted in a conspicuous place at the development site and shall remain posted until final approval is granted for this project.

22.22.060 *CULTURAL RESOURCES DISCOVERED AFTER CONSTRUCTION BEGINS*
The following procedures shall be effected when cultural resources are discovered during construction activities. All survey and evaluation reports and mitigation plans shall be submitted to the Administrator and DAHP. Indian tribal governments also shall receive a

copy of all reports and plans if the cultural resources are prehistoric or otherwise associated with Native Americans.

- A. HALT OF CONSTRUCTION. All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.*
- B. NOTIFICATION. The project applicant shall notify the Administrator and the Gorge Commission within twenty-four (24) hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within twenty-four (24) hours.*
- C. SURVEY AND EVALUATIONS. The Gorge Commission shall survey the cultural resources after obtaining written permission from the landowner and appropriate permits from the DAHP. (See Revised Code of Washington 27.53.) It shall gather enough information to evaluate the significance of the cultural resources. The survey and evaluation shall be documented in a report that generally follows the provisions in Section 22.22.030 of this Chapter. Based upon the survey and evaluation report and any written comments, the Administrator shall make a final decision on whether the resources are significant. A mitigation plan shall be prepared if the affected cultural resources are significant. Construction activities may recommence if the cultural resources are not significant.*
- D. MITIGATION PLAN. Mitigation plans shall be prepared according to the information, consultation and report provisions contained in Section 22.22.050 of this Chapter. Construction activities may recommence when the conditions in the mitigation plan have been executed.*

Finding: No survey was required, however, cultural resources may be discovered during construction of the proposed development. The provisions of Sections 22.22.060 and 22.22.070 will be included as conditions of approval. A standalone copy of these sections will be provided with the building permit.

Conclusion: A CONDITION OF APPROVAL shall require the procedures set forth in Section 22.22.060(A through D) be followed when cultural resources are discovered during construction activities. An Inadvertent Discovery Plan embodying the provisions of SCC 22.22.060 (and SCC 22.22.070) shall be prepared and posted in a conspicuous place at the development site and shall remain posted until all project activities are concluded.

22.22.070 DISCOVERY OF HUMAN REMAINS

The following procedures shall be effected when human remains are discovered during a cultural resource survey or during construction. Human remains means articulated or disarticulated human skeletal remains, bones or teeth, with or without attendant burial artifacts.

- A. HALT OF ACTIVITIES. All survey, excavation and construction activities shall cease. The human remains shall not be disturbed any further.*
- B. NOTIFICATION. Local law enforcement officials, the Administrator, the Gorge Commission, and the Indian tribal governments shall be contacted immediately.*
- C. INSPECTION. The county coroner, or appropriate official, shall inspect the remains at the project site and determine if they are prehistoric/historic or modern. Representatives of the Indian tribal governments shall be contacted immediately and have an opportunity to monitor the inspection.*
- D. JURISDICTION. If the remains are modern, the appropriate law enforcement officials shall assume jurisdiction and the cultural resource protection process may conclude.*
- E. TREATMENT. The procedures set out in RCW 27.44 and 68.05 shall generally be implemented if the remains are prehistoric/historic. If human remains will be reinterred or preserved in their original position, a mitigation plan shall be prepared in accordance with the consultation and report requirements set out in Section 22.22.050 of this*

Chapter. The mitigation plan shall accommodate the cultural and religious concerns of Native Americans. The cultural resource protection process may conclude when the conditions set forth in Section 22.22.050(C) of this Chapter are met and the mitigation plan is executed.

Finding: An archaeological survey was not required for this application. However, human remains may be discovered during construction of the proposed development.

Conclusion: **A CONDITION OF APPROVAL shall require the procedures set forth in Section 22.22.070(A through E) be followed when human remains are discovered during construction activities. An Inadvertent Discovery Plan embodying the provisions of (SCC 22.22.060 and) SCC 22.22.070 shall be prepared and posted in a conspicuous place at the development site and shall remain posted until all project activities are concluded.**

CHAPTER 22.24 – RECREATIONAL RESOURCE PROTECTION – GENERAL MANAGEMENT AREAS

22.24.010 ***APPLICABILITY OF CHAPTER – MAPS***

Proposed resource-based recreation facilities or uses shall be consistent with recreation intensity classes as set out on the Recreation Intensity Class maps adopted by the Columbia River Gorge Commission as part of the Management Plan for the Columbia River Gorge National Scenic Area.

22.24.020 ***GENERAL PROVISIONS***

- A. APPLICABILITY OF SECTION. This section applies only to resource-based recreation uses, developments and facilities. Recreation uses and developments that are not resource-based in nature are not subject to the provisions governing recreation intensity classes set out in this Chapter. Non-resource-based recreation uses may be permitted pursuant to the provisions of Chapter 22.14.***

Finding: This application does not propose any resource-based recreational uses.

Conclusion: **Chapter 22.24 does not apply.**

Review of Title 22 is concluded.

ATTACHMENT D
SKAMANIA COUNTY PERMITS



Skamania County
Community Development Department
Building/Fire Marshal ♦ Environmental Health ♦ Planning
Skamania County Courthouse Annex
Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900
building@co.skamania.wa.us



Combined Use Building / Commercial/Industrial (New) Permit

A COPY OF THIS PERMIT MUST BE KEPT ON THE JOBSITE UNTIL THE COMPLETION OF THE PROJECT

PERMIT INFORMATION

Address
231 KID LANE

Permit number
BP-25-333

Date issued
01/26/2026

Parcel Identification Number:
03081800050100

PROJECT DESCRIPTION

The project includes a new containerized 0.85 MG membrane filtration system, chemical building, chemical storage and feed systems, site grading, new driveway and parking, two new backwash storage pond, onsite septic system, new leach field, pumping, metering, utilities, and site restoration. Select existing structures will be demolished as part of the project. A new finished water pipeline connects the new membrane container to the existing finished water reservoir. The project design also includes provisions for a 750 kW diesel powered emergency generator, which the PUD may or may not include in the construction project. The proposed stormwater design will provide storage and treatment for an estimated 82% increase in hard, impervious surfaces. The stormwater will be detained and treated onsite before being released to the same natural drainage path as the existing condition. The proposed topography will be similar to the existing topography, with a mixture of new impervious area consisting of gravel roads and new building roofs.

CONDITIONS

BUILDING DEPARTMENT:

This permit will expire 180 days from the date of issuance if the first inspection is not scheduled. Please see page 2 of this permit packet for additional details.

The property owner(s) and/or the property owners authorized agent(s) are responsible to ensure all required building inspections are requested, inspected by the Skamania County Building Inspector, and approved prior to moving forward with construction.

The property owner(s) and/or the property owners authorized agent(s) are responsible for noting any corrections marked in red on the approved building plans and making sure these corrections/changes are completed during construction.

The final electrical inspection must be approved by WA State Department of Labor and Industries BEFORE the final building inspection can take place.

Temporary and/or permanent address MUST be posted at the street. Failure to post address may result in failed inspections if the inspector is unable to locate the job site.

PLANNING DEPARTMENT:

It is the property owners and/or the property owners authorized agents' responsibility to ensure compliance with all required setbacks. Setback requirements for this property are listed on the attached site plan.

ENVIRONMENTAL HEALTH DEPARTMENT:

GRANTED TO

Building Department, 170 NW Vancouver Ave., Stevenson, WA 98648 / (509)427-3900 / building@co.skamania.wa.us

Applicant
Brooke Harrison
601 SW Second Avenue, Ste 1400
Portland, Oregon 97204

Property owner
Melanie Sharp
1492 Wind River Highway
Carson, WA 98610



Skamania County
Community Development Department
Building/Fire Marshal ♦ Environmental Health ♦ Planning
Skamania County Courthouse Annex
Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900
building@co.skamania.wa.us

Combined Use Building / Commercial/Industrial (New) Permit

REVIEWED BY

If you have any questions regarding the review of this permit please contact:

Application Intake - Building Permit Application

Sarah Kellie

kellie@co.skamania.wa.us

Environmental Health Division - Review - Building Permit Application

Matt White

mwhite@co.skamania.wa.us

Building Division - Review - Building Permit Application

Arnold Bell

abell@co.skamania.wa.us

Planning Division - Review - Building Permit Application

Josh Neblock

jneblock@co.skamania.wa.us

County Road Division - Review - Building Permit Application

Brittany Martin

bmartin@co.skamania.wa.us

INSTRUCTION AND ATTENTION

THIS PERMIT IS APPROVED FOR THE WORK DESCRIBED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS

Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance or after commencement of work if more than 180 days pass between inspections. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. **The extension shall be requested in writing and justifiable cause demonstrated.** All work shall be done in accord with the approved plans, except where such approval is in conflict with other codes. The approved plans shall not be changed or modified without the prior approval of the Building Office.

It is the owner/contractor's responsibility to comply with all applicable laws, codes and regulations. Skamania County makes no assurances or guarantees that the site, lot, soil, grade or other conditions are suitable for the proposed project. Please be advised that, due to the instability of mountainous areas, Skamania County makes no assurances as to the suitability of any lot or parcel for building purposes.

All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permission does not presume to give authority to violate or cancel the provisions of any other State or Local law regulating construction or the performance of construction.

Arnold Bell
Building Official / Fire Marshal



Skamania County
Community Development Department
Building/Fire Marshal ♦ Environmental Health ♦ Planning
Skamania County Courthouse Annex
Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900
building@co.skamania.wa.us



INSPECTION INFORMATION

THE PERMIT HOLDER AND/OR PROPERTY OWNER IS RESPONSIBLE FOR ENSURING THAT ALL REQUIRED/APPLICABLE INSPECTIONS ARE SCHEDULED AND THAT THE PERMIT IS COMPLETE

IMPORTANT INFORMATION - PLEASE READ!

- WE ARE CLOSED ON FRIDAYS
- THIS IS ONLY A REQUEST
- PLEASE ALLOW FOR UP TO 2 BUSINESS DAYS BEFORE THE INSPECTOR MAY BE OUT
- DO **NOT** SCHEDULE CONCRETE ON THE SAME DAY AS YOUR REQUESTED INSPECTION DATE
- WE ARE NOT ABLE TO ACCOMMODATE NEXT DAY, OR NEXT 2 DAY INSPECTIONS FOR THE SWIFT AREA. THE INSPECTOR CAN TYPICALLY BE IN THE AREA ONCE A WEEK.
- TEMPORARY AND/OR PERMANENT ADDRESS **MUST** BE POSTED AT THE STREET. FAILURE TO DO SO MAY RESULT IN FAILED INSPECTIONS IF THE INSPECTOR IS UNABLE TO LOCATE THE JOBSITE.
- THE APPROVED SET OF PLANS THAT HAVE BEEN INCLUDED WITH YOUR PERMIT PACKAGE MUST BE ON-SITE
- ANY TEST RECORDS OR RELEVANT DOCUMENTATION MUST BE ON-SITE
- SAFE ACCESS TO THE SITE AND THE AREAS WHERE INSPECTION ARE TO BE PERFORMED MUST BE PROVIDED. ANY LOCKED GATES OR STRUCTURES WILL RESULT IN A FAILED INSPECTION AND A \$75 RE-INSPECTION FEE.
- **PLEASE PLAN ACCORDINGLY!!!**

REQUIRED INSPECTIONS

Name	Description
Footing/Rebar	Before concrete is poured. Do not schedule concrete same day as inspection! After forms are complete and any required reinforcement is in place. The "ufer" ground rod will also be checked at this inspection. All structural reinforcement in place.
Foundation/Rebar	Before concrete is poured. Do not schedule concrete same day as inspection! After forms are complete and any required reinforcement and hold-downs are in place. All structural reinforcement in place.
Stemwall/Rebar	Before concrete is poured. Do not schedule concrete same day as inspection! After forms are complete and any required reinforcement is in place. All structural reinforcement in place.
Foundation drains	Exterior foundation drains are installed (when required) and prior to being covered.
Post & Beam / Radon / Underfloor Plumbing	Post & beam inspected in accordance with Chapter 5 of IRC, to include, but not limited to floor joists, support wall and posts. Additionally, radon piping and underfloor plumbing must be installed and ready for inspection at this time, in accordance with Uniform Plumbing Code and International Mechanical Code.
Roof & Wall Sheeting & Nailing	After all fasteners and exterior connectors are in place but prior to covering with house wrap or siding and roofing materials.
Rough Mechanical	After all ductwork, vents and fixed equipment is in place.
Rough Plumbing	Installation of all plumbing including drains, waste, vents and water supply lines. Testing
Framing	Construction of all structural framing and stairs. Rough Plumbing, mechanical & electrical must be complete and passed inspections. Engineered drawings for roof trusses must be on site.
Insulation	Insulation is in place. If not backed, a barrier is installed, or vapor barrier primer is indicated. If backed, insulation is face stapled. Under floor insulation is held in place by an approved method. Vapor barrier in the crawl space is verified. Attic insulation is installed properly, and eave baffles are installed.
Drywall Nailing	Inspector will check that proper screw size is used, screw depth meets code, and the required amount of screws are used.
Final Building Inspection	All structural, egress, mechanical, and plumbing aspects of the structure are complete. Grade slopes away from the structure. Address must be posted. WA State L&I needs to have approved the electrical final and placed a sticker on the panel prior to the building inspector going out for final building inspection. Certificate of

Occupancy will be issued once final inspection has passed.



Revised

Received by Skamania County
Building Department
01/06/2026



PUBLIC UTILITY DISTRICT NO 1 OF SKAMANIA COUNTY

CARSON WATER TREATMENT PLANT

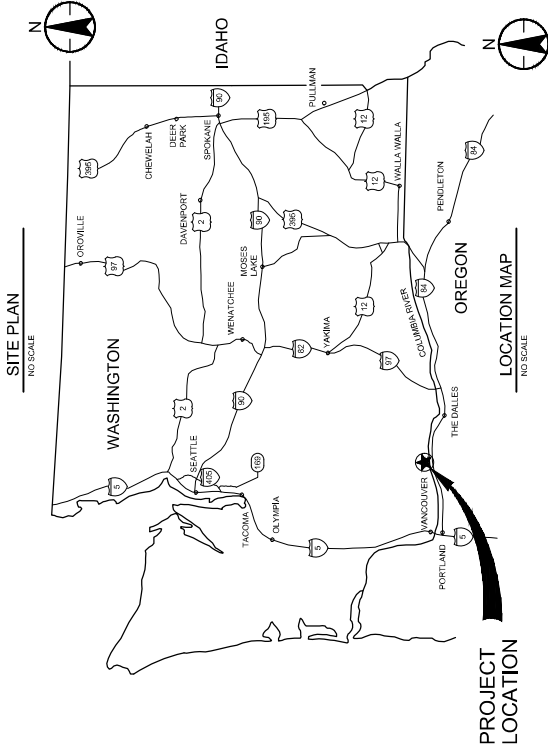
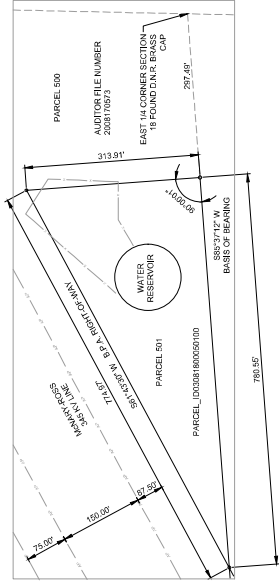
VOLUME 3 - CONSTRUCTION DRAWINGS

100% DESIGN SUBMITTAL -
ISSUED FOR CONSTRUCTION
DECEMBER 2025
PROJECT NUMBER: 2002006274

PROPERTY OWNER: SKAMANIA PUD No. 1
1402 WIND FINDER HWY,
CARSON, WA 98610

PROPERTY ADDRESS: 233 OLD DETOUR ROAD
CARSON, WA 98610

DESIGN CRITERIA	
DISCIPLINE	SHEET NUMBER
GENERAL	0405
STRUCTURAL	0401
PAVAC	0402



VICINITY MAP
NO SCALE



Skamania County Environmental Health Department
PO Box 1009 / 170 NW Vancouver Ave.
Stevenson WA 98648
www.skamaniacounty.org/eh
(509) 427-3900



Septic System Permit - Commercial / Septic Design (New) Permit

INSTALLATION PERMIT FOR AN INDIVIDUAL ON-SITE SEWAGE SYSTEM

PERMIT INFORMATION

Address	Permit number	Date issued
231 KID LANE	OSD-COM-25-001	01/14/2026

REVIEWED BY

If you have any questions regarding the review of these drawings please contact:

Application Intake - Building Permit Application	Final Issuance	Environmental Health Division - Review - Building Permit Application
Sarah Kellie	Sarah Kellie	Matt White
kellie@co.skamania.wa.us	kellie@co.skamania.wa.us	mwhite@co.skamania.wa.us

INSTRUCTIONS AND ATTENTION

This permit application is approved as per the requirements of WAC 246-272A-0200. Installation shall conform to the approved design and to the requirements of the above regulation. A septic system permit does not ensure all other County requirements are met.

The permit will be valid for five (5) years from the date of issue and for the property referenced in the application.



Skamania County Environmental Health Department
PO Box 1009 / 170 NW Vancouver Ave.
Stevenson WA 98648
www.skamaniacounty.org/eh
(509) 427-3900



INSPECTION INFORMATION

THE PERMIT HOLDER AND/OR PROPERTY OWNER IS RESPONSIBLE FOR ENSURING THAT ALL REQUIRED/APPLICABLE INSPECTIONS ARE SCHEDULED AND THAT THE PERMIT IS COMPLETE

REQUIRED INSPECTIONS

Name	Description
EH Division Final OSS Inspection	On-site final inspection per approved OSS design.
EH Division As-built Review	As-built receipt.



Skamania County Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

**THIS PERMIT MUST BE POSTED
ON THE JOB SITE BEFORE WORK
IS STARTED.**

INSTALLATION PERMIT FOR AN INDIVIDUAL ON-SITE SEWAGE SYSTEM

Property Owner: **Skamania County PUD**

Parcel ID #: **03-08-18-0-0-0501-00**

Designer: **Bryan Black, PE
Stantec**

File #: **OSC-COM-25-001**

Mailing Address: **PO Box 500
Carson, WA 98648**

Site Address: **231 Kid Lane**

System Type: **Pressurized Distribution with Timed Dosing**

Drainfield Component Type: **Pipe and Gravel**

Soils: **Type 5**

Soil Application Rate: **0.4 gallons/ft²/day**

Description: 2-4 employee, 16 gpcs, 64gdp

Design Flow Volume: **500 gallons/day** (proposed) – residential waste strength

Septic Tank: **(1) 1500gal septic tanks (1) 1000gal pump chamber** (both w/risers to grade)

Reserve Drainfield: 100% Infiltrative Surface Area Per Plan: **1250 sq.ft.**

Primary Drainfield: Infiltrative Surface Area Per Plan: **1250 sq.ft.**

Timed Dosing: **6 doses/day, 83.3 gal/cycle; 36.4 gpm @ 48.8 ft. of head pressure**

Pressure Dosing: **1/8" orifice; 5' orifice spacing, 2.0" diam Sch 40 pipe; squirt height 5'**

Drainfield Configuration PER PLAN: **(4) 104.25' laterals - 6' OC; 417 linear feet required**

Trench depth: **36" max**

Water adequacy has been demonstrated as per RCW 19.27.097: **Carson Community Water System**

This permit application is approved as per the requirements of WAC 246-272A-0200. Installation shall conform to the approved design and to the requirements of the above regulation. The permit will be **valid for five (5) years** from the date of issue and for the property referenced in the application. Therefore, **this permit is valid through 1/14/2030.**

Conditions of approval:

- Keep the designated drainfield areas clear from grading or compaction during development.
- The installer must have a copy of the approved design in possession during installation.
- As this is an alternative onsite septic system, the designer must submit a complete and detailed "as-built" drawing of the installation along with the 'as-built addendum' forms to both the Community Development Department and to the property owner. The as-built must include a dimensioned reserve area, and details of any changes from the approved design.
- The installer must be properly licensed with the Skamania County Community Development Department for the specific and approved type of distribution method.
- The on-site septic system (OSS) owner is responsible for properly operating, monitoring and maintaining the OSS per WAC 246-272A-0270 – Operation and Maintenance (attached).
- Maintain all minimum horizontal setbacks to all OSS components (see attached Table IV – Minimum Horizontal Separations for specifics).
- All wastewater generated from this site must be directed to the new OSS once installed and approved for use.

DO NOT COVER WITHOUT INSPECTION APPROVAL



Nikki Rohan
Environmental Health Specialist II



Issue Date

A septic system permit does not ensure all other County requirements are met.

WAC 246-272A-0270 Operation and Maintenance.

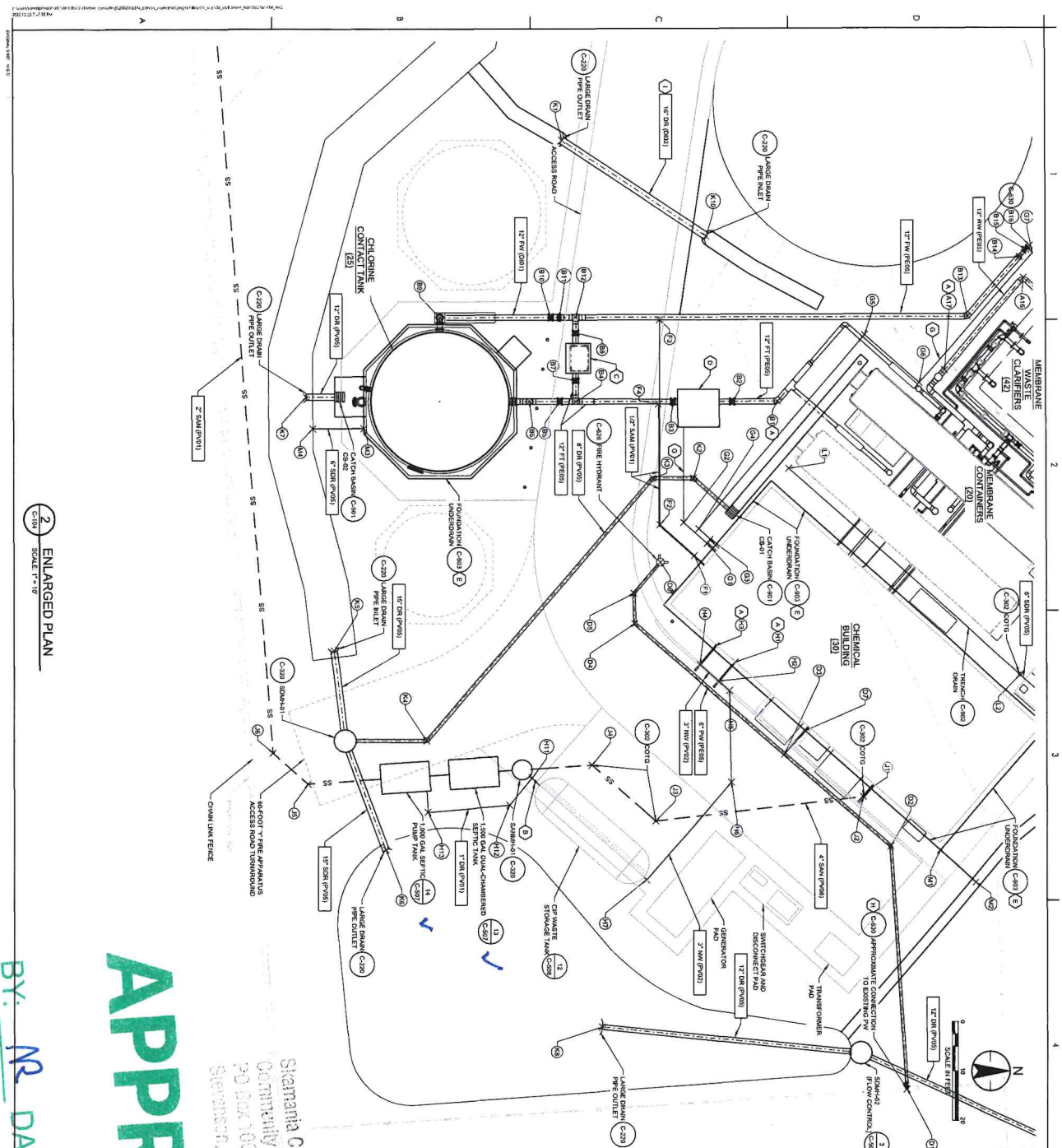
- (1) The On-site Sewage System (OSS) owner is responsible for property operating, monitoring and maintaining the OSS, and to accomplish this purpose shall:
 - (a) Obtain approval from the local health officer before repairing, altering or expanding an OSS;
 - (b) Secure and renew contracts for periodic maintenance where required by the local health jurisdiction;
 - (c) Obtain and renew operation permits where required by the local health jurisdiction;
 - (d) Assure a complete evaluation of the system components and/or property to determine functionality, maintenance needs and compliance with regulations and any permits:
 - (i) At least once every three years for all systems consisting solely of a septic tank and gravity SSAS;
 - (ii) Annually for all other systems unless more frequent inspections are specified by the local health officer;
 - (e) Employ an approved pumper to remove the septage from the tank when the level of solids and scum indicates that removal is necessary;
 - (f) Provide maintenance and needed repairs to promptly return the system to a proper operating condition;
 - (g) Protect the OSS area and the reserve area from:
 - (i) Cover by structures or impervious material;
 - (ii) Surface drainage and direct drains, such as footing or roof drains. Such drainage must be directed away from the area where the OSS is located;
 - (iii) Soil compaction, for example by vehicular traffic or livestock; and
 - (iv) Damage by soil removal and grade alteration;
 - (h) Keep the flow of sewage to the OSS at or below the approved operating capacity and sewage quality;
 - (i) Operate and maintain systems as directed by the local health officer;
 - (j) Request assistance from the local health officer upon occurrence of a system failure or suspected system failure; and
 - (k) At the time of property transfer, disclose in writing to the person to whom the property will transfer, all changes and maintenance to the OSS.

Table IV
Minimum Horizontal Separations

Items Requiring Setback	From edge of soil dispersal component and reserve area	From sewage tank and distribution box	From building sewer, and nonperforated distribution pipe
Well or suction line	100 ft.	50 ft.	50 ft.
Public drinking water well	100 ft.	100 ft.	100 ft.
Public drinking water spring measured from the ordinary high-water mark	200 ft.	200 ft.	100 ft.
Spring or surface water used as drinking water source measured from the ordinary high-water mark ¹	100 ft.	50 ft.	50 ft.
Pressurized water supply line	10 ft.	10 ft.	10 ft.
Decommissioned well (decommissioned in accordance with chapter 173-160 WAC)	10 ft.	N/A	N/A
Surface water measured from the ordinary high-water mark	100 ft.	50 ft.	10 ft.
Building foundation/in-ground swimming pool	10 ft.	5 ft.	2 ft.
Property or easement line	5 ft.	5 ft.	N/A
Interceptor/curtain drains/foundation drains/drainage ditches			
Down-gradient ² :	30 ft.	5 ft.	N/A
Up-gradient ² :	10 ft.	N/A	N/A
Other site features that may allow effluent to surface			
Down-gradient ² :	30 ft.	5 ft.	N/A
Up-gradient ² :	10 ft.	N/A	N/A
Down-gradient cuts or banks with at least 5 ft. of original, undisturbed soil above a restrictive layer due to a structural or textural change	25 ft.	N/A	N/A
Down-gradient cuts or banks with less than 5 ft. of original, undisturbed soil above a restrictive layer due to a structural or textural change	50 ft.	N/A	N/A
Other adjacent soil dispersal components/subsurface storm water infiltration systems	10 ft.	N/A	N/A

¹If surface water is used as a public drinking water supply, the designer shall locate the OSS outside of the required source water protection area.

²The item is down-gradient when liquid will flow toward it upon encountering a water table or a restrictive layer. The item is up-gradient when liquid will flow away from it upon encountering a water table or restrictive layer.



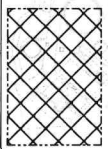
2 ENLARGED PLAN
C-106 SCALE: 1" = 10'

BY: NR DATE: 11/14/22

APPROVED

Skamania County
Community Development Department
PO BOX 10039
Salem, WA 95640
Mike Mc

KEY PLAN



GENERAL SHEET NOTES

1. SEE SHEET C-105 FOR WASTEWATER PUMP TANK.
2. INSTALL VALVES PER STANDARD DETAILS C-105 AND C-106.
3. SEE SHEET C-105 FOR WASTEWATER PUMP TANK ELEVATIONS.

SHEET KEYNOTES

- A. SEE PROCESS MECHANICAL SHEETS FOR CONTINUATION.
- B. FLOWMETERS SHALL BE 1/2" NPT PRECAST CONCRETE WALL.
- C. AIR GAP VALVE: SEE PROCESS MECHANICAL FOR WASTEWATER DETAIL.
- D. STORMWATER DETENTION AND CHEMICAL INJECTION WALL: SEE PROCESS MECHANICAL FOR WASTEWATER DETAIL.
- E. FOUNDATION UNDERGROUND PIPING WITH DISCHARGE TO STORMWATER.
- F. CHEMICAL CORRUPT PIPE TO RUN CHEMICAL INJECTION: SEE PROCESS MECHANICAL SHEETS.
- G. CHEMICAL CORRUPT PIPE TO RUN CHEMICAL INJECTION: SEE PROCESS MECHANICAL SHEETS.
- H. EXISTING DEPTH AND MATERIAL OF PIPELINE UNKNOWN: CONTRACTOR SHALL VERIFY LOCATION, DEPTH, AND MATERIAL PRIOR TO BEGINNING WORK.
- I. WASTEWATER WITH 1/2" MIN COVER.

Permit/Issued
FOR CONSTRUCTION
DATE: 03/15/28

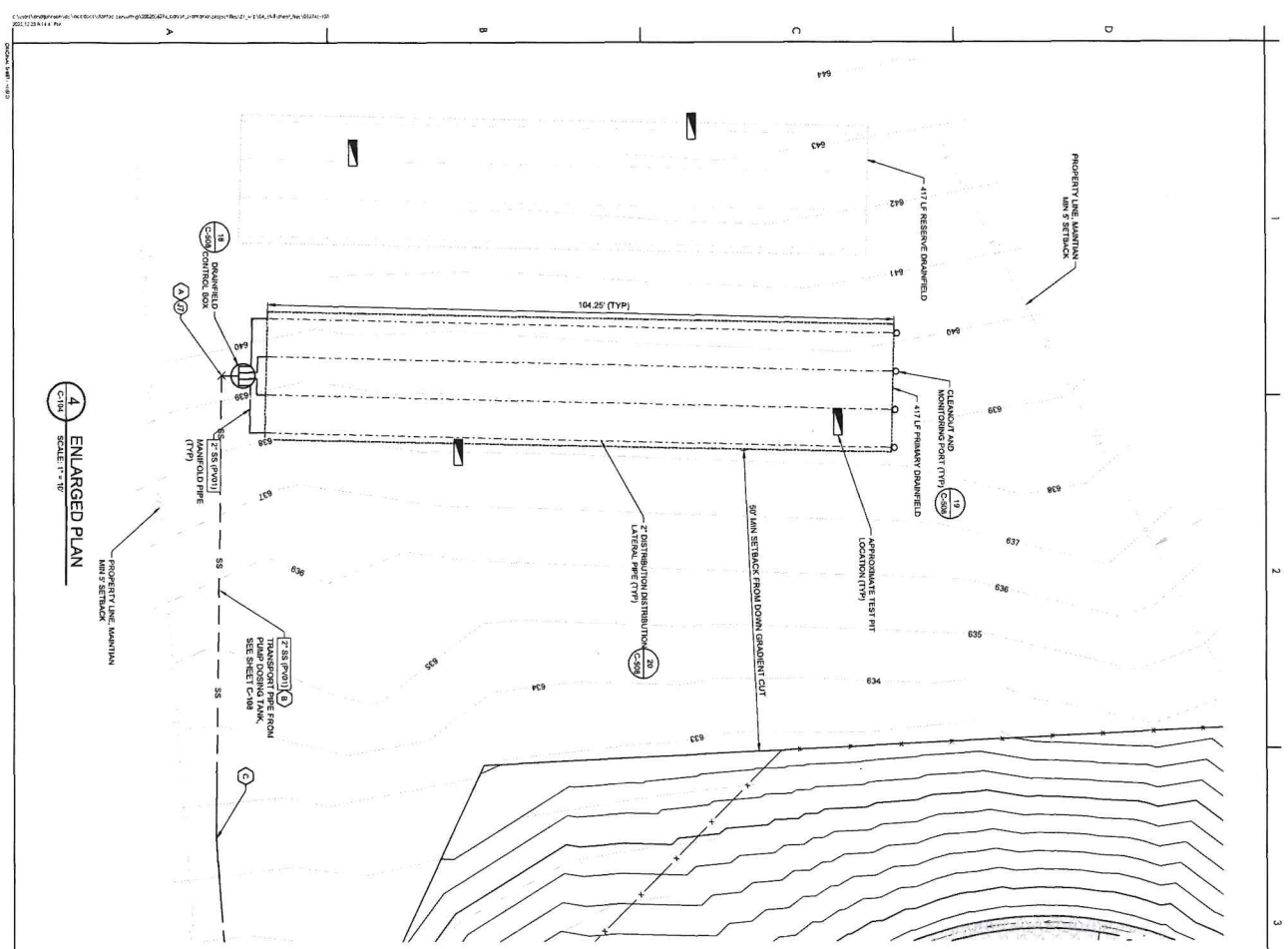
Client/Project
PUBLIC UTILITY DISTRICT NO 1
OF SKAMANIA COUNTY
Carson Water Treatment
Plant
Carson, WA



Revision	By	Date
1	NR	11/14/22
2		
3		
4		
5		
6		
7		
8		
9		
10		

Consultant:
Stantec
15W 2nd Ave Suite 1400
Portland, Oregon 97204
Tel: 1.800.222.7377
www.stantec.com

Stantec
15W 2nd Ave Suite 1400
Portland, Oregon 97204
Tel: 1.800.222.7377
www.stantec.com



APPROVED
 BY: N2 DATE: 11/4/26

GENERAL SHEET NOTES

1. SOIL CONDITIONS: THE STAINING GRANITELY SILTY CLAY LOAM AND TYPE CO. HIND ONE GEOTECHNICAL REPORT BORDERS 18-91 AND 18-95 SHOW ELASTIC 8-1 DOWN TO 4-11 FT BUS.
2. WASTE STRENGTH: RESIDENTIAL WASTE STRENGTH AND PROCESS WATER HYPOCLORITE DISPOSAL OF PROCESS WATER TO SEPTIC SYSTEM MAY NOT BE FEASIBLE. DEFENDING ON PIP AND REACH CONCENTRATION DILUTION MAY BE AN OPTION WITH ADDITIONAL OVERHEAD PUMP.
3. DAILY FLOW: 2.4 MGD COWERS 1/8" SPIRAL 48" GPD.
4. DRAINAGE: 1.1" DRAINAGE 1/8" SPIRAL 48" GPD.
5. PRESSURE DISTRIBUTION WITH THROD DOWING: 4.4" 417" F.
6. 100% RESERVE REQUIRED.
7. VERTICAL SEPARATION: HIND ONE GEOTECHNICAL REPORT STATES PERCHED GROUNDWATER COULD BE PRESENT ON-SITE.
8. PROPER TREATMENT COULD BE REQUIRED, DEPENDING ON RESULTS FROM SITE SOIL EVALUATION.
9. POSSIBLE TREATMENT SYSTEM (1) DRENCH AND/OR ON EQUAL.
10. USER MANUAL FOR THE PRESSURE DISTRIBUTION SYSTEM SHALL BE DEVELOPED IN CONDUCT WITH THE INSTALLATION OF THE SEPTIC SYSTEM.
11. PRIMARY AND RESERVE DRENCH AREA SHALL BE PROTECTED FROM GRADING.
12. MAINTAIN REQUIRED SETBACKS PER WAC 360-29-010 TABLE IV.
13. MANHOLE AND DRENCH SETBACKS SHALL BE 10' FROM 18" DRENCH DRAINAGE TABLES.
14. CONTRACTOR SHALL PROPOSE NON-CORROSION NON-AROSE GRABBLE ELASTIC DEVICE CONNECTED TO PUMP FOR REMOVAL AND SERVICE. SERVICE SERVICE TO PREVENT INTERFERENCE WITH PUMP CONTROLS.

SHEET KEYNOTES

- A. SEE SHEET C-109 FOR VAND PUMP POINT TABLE.
- B. TOTAL LENGTH OF TRANSPORT PIPE FROM PUMP DOWING TANK IS 30 FT.
- C. HIND POC TRANSPORT PIPE AS REQUIRED FOR INSTALLATION. MANHOLE PREPARED HIND MANHOLE FOR 2" SCH 80 PVC PIPE IS 80 FT ON 3X THE PIPE MANUFACTURERS MANHOLE HEAD INCHES. WHICH IS 18 INCHES.

13
C-106
DUAL-CHAMBERED SEPTIC TANK
NO SCALE

[illegible]

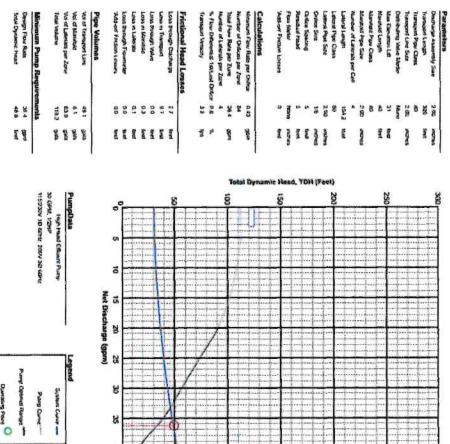
14 SEPTIC PUMP DOSING TANK
C-106 NO SCALE

[illegible]

16
NO SCALE

17 TRAFFIC RATED ACCESS RISE
NO SCALE

- NOTES
1. COVER AND FRAME SHALL BE GRAV CAST RION ASTM A-48 CLASS 30.
 2. COVER AND FRAME BE MACHINED TRUE BEARING ALL AROUND.
 3. NOTCH LID FOR LIFTING HOOK.
 4. CONTRACTOR TO PROVIDE DETAIL DESIGN OF FRAME AND COVER CONCRETE PAD.



PUMP SETTINGS	
DAILY FLOW (GPD)	500
PUMP ON TIME (MINUTES)	2.53
PUMP FLOW RATE (GPM)	3.31
GALLONS PER CYCLE	83.33
CYCLES PER DAY	6
PUMP OFF TIME (MINUTES)	223.47
CYCLE TIME (MINUTES)	240.00

15 SEPTIC DOSING PUMP DATA
NO SCALE

PRECAST CONCRETE TANK SPECIFICATIONS

- [illegible]

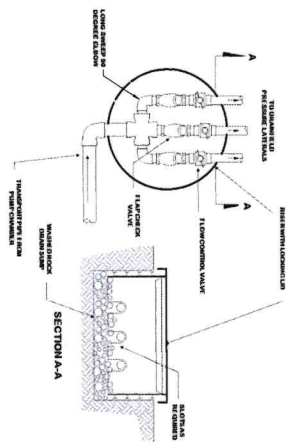
TANK INSTALLATION NOTES

- [illegible]

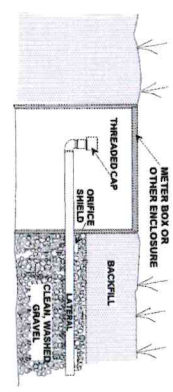
Stamania County
Community Development Department
PO Box 1009
Stevenson, WA 98648

APPROVE

BY: Nr DATE: 11/14/26

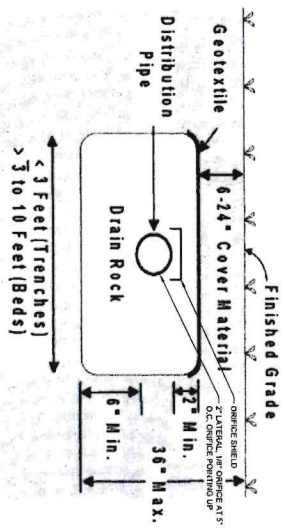


18 DRAINFIELD CONTROL BOX
C-108 NO SCALE



19 MONITORING PORT AND CLEANOUT
C-109 NO SCALE

- GENERAL SHEET NOTES**
1. FLOW CONTROL AND FLAP CHECK VALVES SHALL BE PVC AND DESIGNED FOR USE IN SEPTIC USE APPLICATIONS.
 2. PRESSURIZED PIPING SHALL BE SCH 80 PVC MEETING THE REQUIREMENTS OF ASTM D1116.
 3. PERFORATED DRAINFIELD LINES SHALL MEET THE REQUIREMENTS OF ASTM D2733.
 4. DRAINFIELD ROCK SHALL BE 3/4" TO 2 1/2" WASHED QUINNED ROCK.
 5. FILTER FABRIC SHALL BE NONWOVEN GEOTEXTILE 24 OZ/SY AND S113 TO S13 mm.



20 PRESSURE LATERAL DISTRIBUTION TRENCH
C-109 NO SCALE

APPROVED

BY: NE DATE: 1/14/26

Skamania County
Community Development Department
P.O. Box 1009
Stevenson, WA 98640

Stantec
601 SW 2nd Ave Suite 1400
Portland, Oregon 97204
Tel: +1.503.226.7377
www.stantec.com

Consultant

Revision	By	Date



Client/Project
PUBLIC UTILITY DISTRICT NO 1
OF SKAMANIA COUNTY
Carson Water Treatment
Plant
Carson, WA

Project No. 2020000274
Scale: NO SCALE
Title: SEPTIC DRAINFIELD
DETAILS

C-508

APPROVED

BY: N2 DATE: 1/14

C-602

Revision

Drawn By

Scale

Client/Project

Public Utility District No. 1

of Skamania County

Carson Water Treatment

Plant

Carson, WA

03/15/26



Permitted

03/15/26

Revision

03/15/26

03/15/26

03/15/26

03/15/26

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03/15/26

03/15/26

Skamania County
Community Development Department
PO Box 1009
Stevenson, WA 98646



Stantec
401 SW 2nd Ave Suite 1400
Portland, Oregon 97204
Tel: 503.228.2377
www.stantec.com
We are an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

- GENERAL SHEET NOTES**
1. ALL TAGS ON THIS PAGE PREPARED WITH AREA CODE 45.
 2. THIS PAGE DOES NOT SHOW SIGNALS TO SCADA.

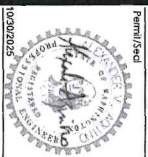
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Portland, Oregon 97204
Tel: +1.503.222.7377
www.stantec.com

We warrant that the design and construction of the project shall conform to the applicable laws, codes, and standards. We warrant that the design and construction of the project shall conform to the applicable laws, codes, and standards. We warrant that the design and construction of the project shall conform to the applicable laws, codes, and standards.

Consultant:

Revision	By	Date	Description
1	ASD	11/14/24	Initial Design
2	ASD	11/14/24	Final Design



Client/Project
PUBLIC UTILITY DISTRICT NO 1
OF SKAMANIA COUNTY

Carson Water Treatment
Plant

Carson, WA

Project No. 200000274

Scale: NO SCALE

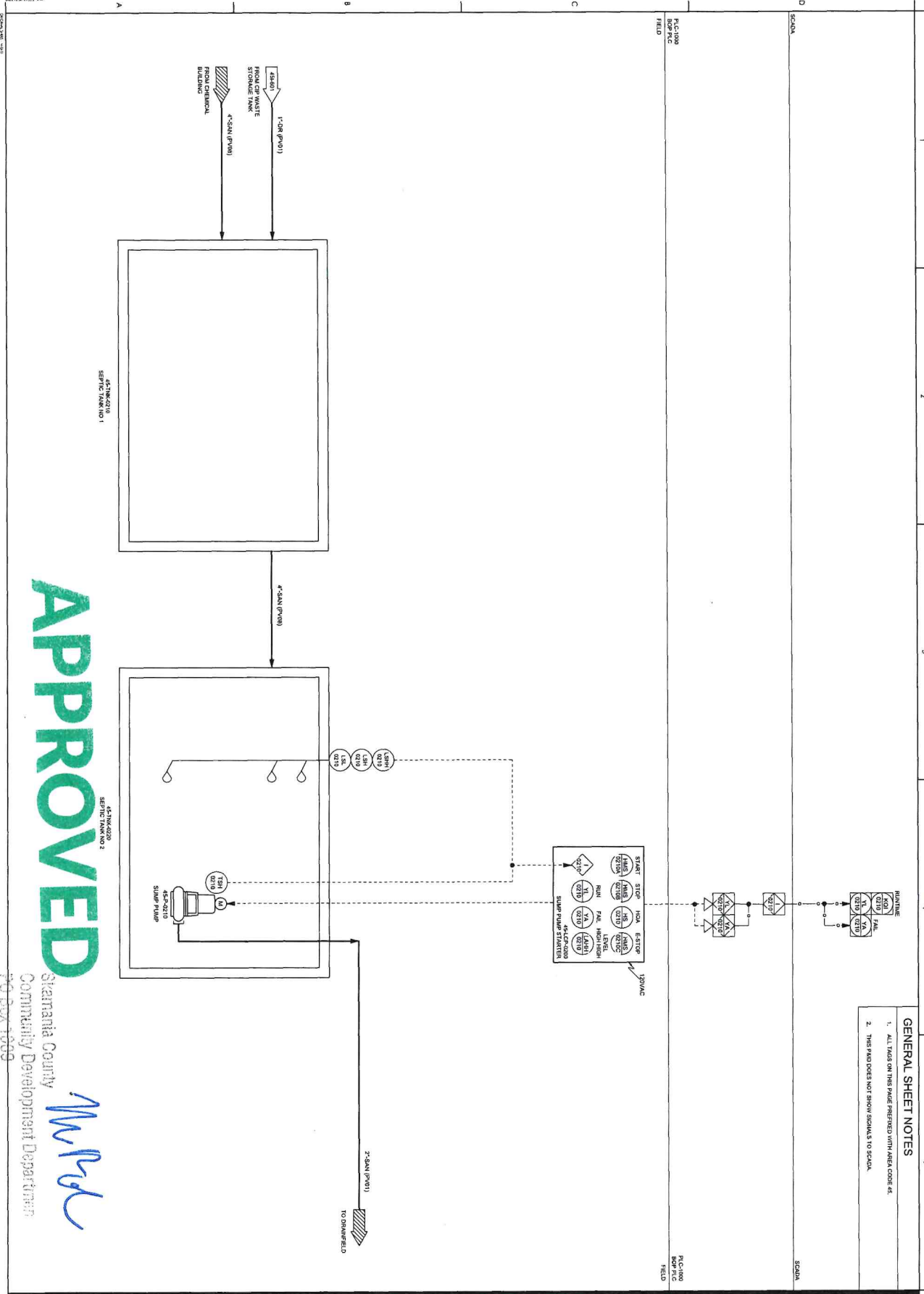
Sheet: 451-602

Revised: A

Drawn: A

Checked: A

Approved: A



APPROVED

Mark

BY: *AK* DATE: 11/14/24

Skamania County
Community Development Department
PO Box 1009
Stevenson, WA 98648



APPROVED

BY: 12 DATE: 11/14/26

Skamania County
Community Development Department
PO Box 1609
Stevenson, WA 98648

KEY PLAN

SHEET KEYNOTES

- A. PROVIDE TYPE "X" LIGHT MOUNTED LIGHT FIXTURE AT THE TOP OF CHIMNEY. CONTACT WITH INTERIOR, TANK, OR OUTLET. PROVIDE LIGHT THE BOTTOM OF THE TANK, SEE ELECTRICAL LUMINAIRE SCHEDULE AND SPECIFICATIONS FOR ADDITIONAL DETAILS.
- B. PROVIDE 6" TYPE "X" LIGHT FIXTURES UNDER WALKWAY COVERS FOR THE MEASUREMENT CONTAINERS. PROVIDE LIGHT SWITCH AND 120VAC DUPLEX OUTLET IN LOCATIONS WITHIN ENCLOSURE. SEE ELECTRICAL LUMINAIRE SCHEDULE AND SPECIFICATIONS FOR ADDITIONAL DETAILS.
- C. PROVIDE FLOWERS FOR STAIRS AND 120VAC DUPLEX OUTLET IN LOCATIONS WITHIN ENCLOSURE. PROVIDE LIGHT SWITCH AND 120VAC DUPLEX OUTLET IN LOCATIONS WITHIN ENCLOSURE. SEE ELECTRICAL LUMINAIRE SCHEDULE AND SPECIFICATIONS FOR ADDITIONAL DETAILS.
- D. MOUNT 120VAC DUPLEX OUTLET WITHIN WALKWAY COVERS FOR THE MEASUREMENT CONTAINERS. PROVIDE LIGHT SWITCH AND 120VAC DUPLEX OUTLET IN LOCATIONS WITHIN ENCLOSURE. SEE ELECTRICAL LUMINAIRE SCHEDULE AND SPECIFICATIONS FOR ADDITIONAL DETAILS.
- E. RAW WATER TRANSFORMER MOUNT COVERS WITH AT LEAST 7 FEET OF COVER.

Client/Project
PUBLIC UTILITY DISTRICT NO 1
OF SKAMANIA COUNTY

Carson Water Treatment Plant

Carson, WA

Permitted

10017025

10017025

Revision

NO.	DATE	BY	REVISION
1	11/14/26	12	ISSUED

Stantec

Shawnee
401 SW 2nd Ave Suite 1400
Portland, Oregon 97204
Tel: 503.226.7377
www.stantec.com

Consultant

Stantec

Shawnee
401 SW 2nd Ave Suite 1400
Portland, Oregon 97204
Tel: 503.226.7377
www.stantec.com

Scale
1" = 20'

North Arrow

Legend



OSS Design Review Application

Skamania County
Community Development Department
Building/Fire Marshal ♦ Environmental Health ♦ Planning
Skamania County Courthouse Annex
Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900
building@co.skamania.wa.us

Application Information		
Tax Parcel Number 03081800050100		Lot Size 111210
Detailed directions to the site Site is locked, to obtain access coordinate with Skamania PUD. Contact: John Shields, Skamania PUD (541)490-3808 jshields@skamaniapud.com	List any access restrictions (gates, dogs, cattle, etc.). Access problems restrict the ability to evaluate property in a timely manner	List any known encumbrances on this property (i.e., neighbor's well, easement, flood zones, etc.)
Description of Proposal Skamania PUD is reinvesting into the Carson City Water Treatment Plant. As part of the project an on-site sewage system will be constructed to accommodate restrooms and neutralized process waste stream.		
Source of Sewage/Use		
Source of Sewage/Use Other	Garbage Disposal ☐ Yes ☒ No	
If Other Explain Water Treatment Plant		
Existing System		
Number of Bedrooms Proposed 0	Number of Existing Bedrooms 0	Proposed Additional Bedrooms 0
Water Supply		
Water Supply ☒ Existing ☐ New ☐ Future	Existing Water Supply ☒ Public ☐ Private	
Source ☐ Spring ☐ Individual Well ☐ Shared Well		
Number of Homes Served 0	Public Water System Name Skamania County PUD	
ON-SITE SEWAGE (OSS) SYSTEM DESIGNER		
Name of Designer Bryan Black	Designer Phone Number	
Designers License Type ☐ WA. State Licensed OSS Designer ☒ WA. State Professional Engineer		

ON-SITE SEWAGE (OSS) SYSTEM INSTALLER	
Name of Installer TBD Through Bidding Process	Installer Phone Number

SYSTEM DETAILS		
Number of Gallons/Day 240	Soil Type (Upload soil log): Soil Type 5	Application Rate (gal./sq.ft/day): 0.4
Total Linear Feet of Drainfield 200	Trench Width: 3.0 ft	Trench/Bed Depth: 30.0 inch
Septic Tank Size (gallons): 1000	Pump Chamber Size (gallons): 1000	Type of System Pressurized Discharge/New

Disclaimer
This application is for an OSS System that meets that State and County standards in effect on the date of application. This application for an OSS System DOES NOT assure you of any other County approvals. For example, it DOES NOT GUARANTEE that you will later obtain permission to build a permanent residence or other structure on this parcel. Any future application will be separately judged by the rules and laws in effect at that time.

OWNER'S/APPLICANT'S STATEMENT
I will comply with the rules and regulations of the Skamania County Community Development Department (SCCDD) for on-site sewage systems in the installation and maintenance of this system. I understand that any alterations of the building size or location, or any filling or grading in or below the drainfield area may invalidate any approval granted for this application. I further understand that in order to process my application, I hereby grant SCCDD access to the site for inspection purposes and that additional inspections will be required where any part of the installation is performed by someone other than an person licensed by the State of Washington.
Acknowledge  Signed by Liz Foster 11/17/2025, 9:53:26 AM PST

ATTACHMENT E
WAGE REQUIREMENTS

DBRA Requirements for Contractors and Subcontractors Under EPA Grants

The contractor acknowledges that by entering into this contract with a contracting agency, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.

(a) Required Contract Clauses

(1) Minimum Wages

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must 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.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.

(iv) Fringe benefits not expressed as an hourly rate

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

(v) Unfunded plans

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, in accordance with the criteria set forth in [§ 5.28](#), 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.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be

considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the

work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each

worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and
- (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH–347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH–347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosures and access to workers

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA 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.

(B) Fringe benefits

Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) is reserved

(6) *Subcontracts*

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved

(10) *Certification of Eligibility*

(i) By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) *Anti-Retaliation*

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#).

DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the DBRA Requirements for Contractors Under EPA Grants.

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. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

(b) Contract Work Hours and Safety Standards Act (CWHSSA).

(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 forty 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 forty 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for Unpaid Wages and Liquidated Damages

(i) Withholding process.

The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or

assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part

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: 6/4/2026

Skamania County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note	Ris
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	\$17.13		1		
Building Service Employees	Shampooer	\$17.13		1		

Building Service Employees	Waxer	\$17.13		1	
Building Service Employees	Window Cleaner	\$17.13		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	\$67.80	5A	1B	
Drywall Tapers	Journey Level	\$69.95	7E	1E	
Electrical Fixture Maintenance Workers	Journey Level	\$17.13		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	\$17.13		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	\$17.13		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	Guniting Nozzleman	\$63.17	6Z	1M	
Laborers	Guniting Nozzleman Tender	\$61.96	6Z	1M	
Laborers	Guniting 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	\$63.17	6Z	1M	

(covers work in
swinging stages,
chairs or belts under
extreme conditions
unusual to normal
drilling, blasting,
barring down or
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	\$17.13		1	
Metal Fabrication (In Shop)	Laborer	\$17.13		1	
Metal Fabrication (In Shop)	Machine Operator	\$17.21		1	
Metal Fabrication (In Shop)	Painter	\$17.13		1	
Metal Fabrication (In Shop)	Welder	\$17.13		1	
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 Under 8 Ft Lateral Cut(group 4)	\$69.70	7B	4G	8U
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	\$74.18	7B	4G	8U

Checker Required)
(group 2)

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 Lbs. With Any Attachments(group 4)	\$69.70	7B	4G	8U
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, Guniting 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	\$68.46	7B	4G	8U

Lifting Device For
Concrete
Forms(group 5)

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 Deckhand Required) (group 1)	\$78.25	7B	4G	8U
Power Equipment Operators	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required)(group 2)	\$74.18	7B	4G	8U
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

Power Equipment Operators	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	\$76.09	7B	4G	8U
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 399 Ton(group 1)	\$78.25	7B	4G	8U
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 Ton With Over 200' Boom (group 1)	\$76.09	7B	4G	8U
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	\$69.70	7B	4G	8U

	Operators Required When Swing Control Is Remote From Hoist)(group 4)				
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 Through 80,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Excavator Operator, Over 130,000	\$74.18	7B	4G	8U

Lbs(group 2)

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 Maintenance Mechanic(group 2)	\$74.18	7B	4G	8U
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	\$68.46	7B	4G	8U

5)

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, Etc.(group 5)	\$68.46	7B	4G	8U
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 Sewer & Water	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
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 Sewer & Water	Challenger(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Chip Spreading Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Chippers (asst To Engineer If Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Churn Drill & Earth Boring Machine(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Combination Heavy Duty Mechanic- welder, When Required To Do Both(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compactor Self Propelled Without Blade(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compactor With Blade Self Propelled(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compactor, Multi- engine(group 4)	\$69.70	7B	4G	8U
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	Concrete Batch Plant And/or Wet	\$76.09	7B	4G	8U

Sewer & Water	Mix (3 Units Or More) (group1)				
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	Concrete Planer(group 5)	\$68.46	7B	4G	8U

Sewer & Water

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, Gunit Work(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Finishing Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Grout Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Grouting Machine(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Concrete, Joint Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Mixer Mobile(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Mixer Single Drum Any Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Paving Machine 8' And Less (asst To Engineer Required) (group 5)	\$68.46	7B	4G	8U
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	Concrete,				
Operators- Underground	Reinforced Tank				
Sewer & Water	Banding Machine	\$69.70	7B	4G	8U
	(asst To Engineer				
	Required)(group 4)				
Power Equipment	Concrete, Slip Form				
Operators- Underground	Pumps, Power				
Sewer & Water	Driven Hydraulic	\$68.46	7B	4G	8U
	Lifting Device For				
	Concrete				
	Forms(group 5)				
Power Equipment	Concrete,				
Operators- Underground	Spreader(group 5)	\$68.46	7B	4G	8U
Sewer & Water					
Power Equipment	Concrete,				
Operators- Underground	Telebelt(group 5)	\$68.46	7B	4G	8U
Sewer & Water					
Power Equipment	Concrete, Treated				
Operators- Underground	Base Roller	\$68.46	7B	4G	8U
Sewer & Water	Operator,				
	Oiling(group 5)				
Power Equipment	Conveyor Operator				
Operators- Underground	Or Assistant(group	\$65.24	7B	4G	8U
Sewer & Water	6)				
Power Equipment	Conveyored				
Operators- Underground	Material	\$68.46	7B	4G	8U
Sewer & Water	Hauler(group 5)				

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 Engineer Required) (group 1)	\$76.09	7B	4G	8U
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 Operators- Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or	\$76.09	7B	4G	8U

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 Crane 200 Ton Through 300 Ton				
Operators- Underground	With Luffing Or	\$78.25	7B	4G	8U
Sewer & Water	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 Crane Over 300 Ton Through 399 Ton				
Operators- Underground	With Luffer Or	\$80.41	7B	4G	8U
Sewer & Water	Tower Attachment(group 1)				
Power Equipment	Crane, Hydraulic				
Operators- Underground	Under 50 Ton(group	\$69.70	7B	4G	8U
Sewer & Water	4)				
Power Equipment	Crane, Lattice Boom				
Operators- Underground	200 Ton Through	\$78.25	7B	4G	8U
Sewer & Water	299 Ton, With Over 200' Boom(group 1)				

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

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

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

Sewer & Water

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 Sewer & Water	Elevating Grader Operator, Tractor Towed Requiring	\$68.46	7B	4G	8U

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

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

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

Sewer & Water	And Including 20,000 Lbs(group 5)				
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	Log Skidders(group 4)	\$69.70	7B	4G	8U

Sewer & Water

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 Sewer & Water	Tractor, Rubber- tired Over 50 Hp Flywheel(group 4)	\$69.70	7B	4G	8U
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 And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U
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	Vacuum Blasting Machine	\$69.70	7B	4G	8U

Sewer & Water	Operator(group 4)				
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
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 Heat & Frost Insulator	\$87.79	5N	1F
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.79	5N	1F
Sign Makers & Installers (Electrical)	Journey Level	\$17.13		1
Sign Makers & Installers (Non-Electrical)	Journey Level	\$17.13		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

"General Decision Number: WA20260080 05/18/2026

State: Washington

Construction Types: Heavy

Counties: Washington Counties of
Adams, Asotin, Benton, Chelan, Clallam,
Clark, Columbia, Cowlitz, Douglas,
Ferry, Franklin, Garfield, Grant, Grays
Harbor, Island, Jefferson, King, Kitsap,
Kittitas, Klickitat, Lewis, Lincoln,
Mason, Okanogan, Pacific, Pend Oreille,
Pierce, San Juan, Skagit, Skamania,
Snohomish, Spokane, Stevens, Thurston,
Wahkiakum, Walla Walla, Whatcom, Whitman
and Yakima

Dredging Construction Projects (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ENGI0302-030 06/01/2014

Rates Fringes

DREDGING: ZONE 1: GROUP 6 MAINTENANCE

(CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM,
DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS
HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS,
MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN
JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST
OF THE 120TH MERIDIAN) COUNTIES)

ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES	ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES
BASEPOINTS: KENT, EVERETT, MT. VERNON, BELLINGHAM, PORT ANGELES, PORT TOWNSEND, ABERDEEN, SHELTON, BREMERTON, WENATCHEE, AND YAKIMA.....\$ 37.35	17.40
DREDGING: ZONE 1: GROUP 5 LEVERMAN, HYDRAULIC	

(CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES)

ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES
 BASEPOINTS: KENT, EVERETT, MT. VERNON, BELLINGHAM, PORT ANGELES, PORT TOWNSEND, ABERDEEN, SHELTON, BREMERTON, WENATCHEE, AND YAKIMA.....\$ 36.93 17.40
 DREDGING: ZONE 1: GROUP 4 CRANEMAN, ENGINEER WELDER

(CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES)

ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES
 BASEPOINTS: KENT, EVERETT, MT. VERNON, BELLINGHAM, PORT ANGELES, PORT TOWNSEND, ABERDEEN, SHELTON, BREMERTON, WENATCHEE, AND YAKIMA.....\$ 38.39 17.40
 DREDGING: ZONE 1: GROUP 3 ASSISTANT ENGINEER (ELECTRIC, DIESEL, STEAM OR BOOSTER PUMP); MATES AND BOATMEN

(CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES)

ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES
 BASEPOINTS: KENT, EVERETT, MT. VERNON, BELLINGHAM, PORT ANGELES, PORT TOWNSEND, ABERDEEN, SHELTON, BREMERTON, WENATCHEE, AND YAKIMA.....\$ 37.35 17.40

DREDGING: ZONE 1: GROUP 2 OILER

(CHELAN (WEST OF THE 120TH MERIDIAN),
 CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN),
 GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP,
 KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH
 MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND
 YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES)

ZONE 2

(26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES

ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1
 RATES BASEPOINTS: KENT, EVERETT, MT.

VERNON, BELLINGHAM, PORT ANGELES, PORT TOWNSEND,
 ABERDEEN, SHELTON, BREMERTON, WENATCHEE, AND YAKIMA.\$ 36.93

17.40

DREDGING: ZONE 1: GROUP 1 ASSISTANT MATE (DECKHAND)

(CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM,
 DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS
 HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS,
 MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN
 JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST
 OF THE 120TH MERIDIAN) COUNTIES) ZONE 2 (26-45
 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3
 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES

BASEPOINTS: KENT, EVERETT, MT. VERNON,
 BELLINGHAM, PORT ANGELES, PORT TOWNSEND, ABERDEEN,
 SHELTON, BREMERTON, WENATCHEE, AND YAKIMA.....\$ 35.93

17.40

 ENGI0302-128 06/01/2021

Rates

Fringes

HYDRAULIC DREDGE: GROUP 7: (ADAMS, ASOTIN, BENTON,
 CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA,
 DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,
 FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST
 OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE,
 STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF
 THE 120TH MERIDIAN) COUNTIES WORK PERFORMED ON
 HYDRAULIC DREDGES).....\$ 31.56

20.65

HYDRAULIC DREDGE: GROUP 6: (ADAMS, ASOTIN, BENTON,
 CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA,
 DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,
 FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST
 OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE,
 STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF
 THE 120TH MERIDIAN) COUNTIES WORK PERFORMED ON
 HYDRAULIC DREDGES).....\$ 31.29

20.65

HYDRAULIC DREDGE: GROUP 5: (ADAMS, ASOTIN, BENTON,
 CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA,
 DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,
 FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST
 OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE,
 STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF
 THE 120TH MERIDIAN) COUNTIES WORK PERFORMED ON
 HYDRAULIC DREDGES).....\$ 31.01

20.65

HYDRAULIC DREDGE: GROUP 4: (ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES WORK PERFORMED ON HYDRAULIC DREDGES).....	\$ 30.85	20.65
HYDRAULIC DREDGE: GROUP 3: (ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES WORK PERFORMED ON HYDRAULIC DREDGES).....	\$ 30.69	20.65
HYDRAULIC DREDGE: GROUP 2: (ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES WORK PERFORMED ON HYDRAULIC DREDGES).....	\$ 30.08	20.65
HYDRAULIC DREDGE: GROUP 1: (ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES WORK PERFORMED ON HYDRAULIC DREDGES).....	\$ 29.76	20.65

ENGI0612-002 06/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: OILER; ASSISTANT MATE (DECKHAND) (PIERCE COUNTY) ZONE 1 (0-25 RADIUS MILES - BASE RATE ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES BASEPOINTS: TACOMA, OLYMPIA, AND CENTRALIA.....	\$ 59.96	27.32
POWER EQUIPMENT OPERATOR: LEVERMAN, HYDRAULIC (PIERCE COUNTY) ZONE 1 (0-25 RADIUS MILES - BASE RATE ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES BASEPOINTS: TACOMA, OLYMPIA, AND CENTRALIA.....	\$ 64.11	27.32
POWER EQUIPMENT OPERATOR: ENGINEER WELDER (PIERCE COUNTY) ZONE 1 (0-25 RADIUS MILES - BASE RATE ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES BASEPOINTS: TACOMA, OLYMPIA, AND CENTRALIA.....	\$ 62.32	27.32
POWER EQUIPMENT OPERATOR: ASSISTANT ENGINEER (ELECTRIC, DIESEL, STEAM, OR BOOSTER PUMP); MATES & BOATMEN (PIERCE COUNTY) ZONE 1 (0-25 RADIUS MILES - BASE RATE ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES BASEPOINTS: TACOMA, OLYMPIA, AND CENTRALIA.....	\$ 60.63	27.32

ENGI0612-013 06/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: OILER; ASSISTANT MATE
(DECKHAND) (LEWIS, PACIFIC(NORTH OF A LINE
EXTENDING FROM THE NORTHWEST CORNER OF WAHIAKUM
COUNTY TO THE PACIFIC OCEAN), AND THURSTON
COUNTIES) ZONE 1 (0-25 RADIUS MILES - BASE RATE
ZONE 2 (26-45 RADIUS MILES) - ADD \$1.00 TO ZONE 1
RATES ZONE 3 (OVER 45 RADIUS MILES) - ADD \$1.30 TO
ZONE 1 RATES BASEPOINTS: TACOMA, OLYMPIA,
AND CENTRALIA.....\$ 59.96 27.32

POWER EQUIPMENT OPERATOR: LEVERMAN, HYDRAULIC
(LEWIS, PACIFIC(NORTH OF A LINE EXTENDING FROM THE
NORTHWEST CORNER OF WAHIAKUM COUNTY TO THE PACIFIC
OCEAN), AND THURSTON COUNTIES) ZONE 1 (0-25 RADIUS
MILES - BASE RATE ZONE 2 (26-45 RADIUS MILES) -
ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS
MILES) - ADD \$1.30 TO ZONE 1 RATES
BASEPOINTS: TACOMA, OLYMPIA, AND CENTRALIA.....\$ 64.11 27.32

POWER EQUIPMENT OPERATOR: ENGINEER WELDER (LEWIS,
PACIFIC(NORTH OF A LINE EXTENDING FROM THE
NORTHWEST CORNER OF WAHIAKUM COUNTY TO THE PACIFIC
OCEAN), AND THURSTON COUNTIES) ZONE 1 (0-25 RADIUS
MILES - BASE RATE ZONE 2 (26-45 RADIUS MILES) -
ADD \$1.00 TO ZONE 1 RATES ZONE 3 (OVER 45 RADIUS
MILES) - ADD \$1.30 TO ZONE 1 RATES
BASEPOINTS: TACOMA, OLYMPIA, AND CENTRALIA.....\$ 62.32 27.32

POWER EQUIPMENT OPERATOR: ASSISTANT ENGINEER
(ELECTRIC, DIESEL, STEAM, OR BOOSTER PUMP); MATES &
BOATMEN (LEWIS, PACIFIC(NORTH OF A LINE EXTENDING
FROM THE NORTHWEST CORNER OF WAHIAKUM COUNTY TO
THE PACIFIC OCEAN), AND THURSTON COUNTIES) ZONE 1
(0-25 RADIUS MILES - BASE RATE ZONE 2 (26-45
RADIUS MILES) - ADD \$1.00 TO ZONE 1 RATES ZONE 3
(OVER 45 RADIUS MILES) - ADD \$1.30 TO ZONE 1 RATES
BASEPOINTS: TACOMA, OLYMPIA, AND CENTRALIA..\$ 60.63 27.32

ENGI0701-003 01/01/2024

	Rates	Fringes
DREDGING: TENDERMAN ZONE C.....	\$ 57.82	16.70
DREDGING: TENDERMAN ZONE B.....	\$ 54.82	16.70
DREDGING: TENDERMAN ZONE A.....	\$ 51.82	16.70
DREDGING: LEVERMAN, HYDRAULIC ZONE C.....	\$ 62.47	16.70
DREDGING: LEVERMAN, HYDRAULIC ZONE B.....	\$ 59.47	16.70
DREDGING: LEVERMAN, HYDRAULIC ZONE A.....	\$ 56.47	16.70
DREDGING: LEVERMAN, DIPPER, FLOATING CLAMSHELL ZONE C.....	\$ 62.47	16.70
DREDGING: LEVERMAN, DIPPER, FLOATING CLAMSHELL ZONE B.....	\$ 59.47	16.70
DREDGING: LEVERMAN, DIPPER, FLOATING CLAMSHELL ZONE A.....	\$ 56.47	16.70
DREDGING: ASSISTANT MATE ZONE C.....	\$ 53.95	16.70
DREDGING: ASSISTANT MATE ZONE B.....	\$ 50.95	16.70
DREDGING: ASSISTANT MATE ZONE A.....	\$ 47.95	16.70
DREDGING: ASSISTANT ENGINEER ZONE C.....	\$ 59.31	16.70
DREDGING: ASSISTANT ENGINEER ZONE B.....	\$ 56.31	16.70
DREDGING: ASSISTANT ENGINEER ZONE A.....	\$ 53.31	16.70

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 \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. 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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"General Decision Number: WA20260137 05/18/2026

State: Washington

Construction Types: Heavy

Counties: Washington Counties of
Clark and Skamania

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ELEC0077-002 02/01/2024

	Rates	Fringes
LINE CONSTRUCTION: LINE PERSON.....	\$ 64.17	24.54

ELEC0077-003 02/01/2023

	Rates	Fringes
TREE TRIMMER: GROUND PERSON.....	\$ 22.60	16.37
TREE TRIMMER.....	\$ 42.57	17.97

ELEC0077-006 02/01/2023

	Rates	Fringes
LINE CONSTRUCTION: (GROUND PERSON).....	\$ 37.53	17.74

ELEC0112-010 06/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 60.00	27.78

ENGI0701-045 01/01/2025

	Rates	Fringes
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE (BACKHOE, ROBOTIC, TRACK AND WHEEL TYPE UP TO AND INCLUDING TWENTY THOUSAND (20,000) LBS. WITH ANY ATTACHMENTS; EXCAVATOR OPERATOR OVER TWENTY THOUSAND (20,000) LBS. THROUGH EIGHTY-FIVE THOUSAND (85,000) LBS).....	\$ 52.55	17.15

ENGI0701-046 01/01/2025

	Rates	Fringes
OPERATOR: CONCRETE PUMP.....	\$ 51.31	17.15

ENGI0701-047 01/01/2025

	Rates	Fringes
OPERATOR: LOADER (LOADERS, RUBBER-TIRED TYPE, LESS THAN TWENTY-FIVE THOUSAND (25,000) LBS.).....	\$ 51.31	17.15
OPERATOR: LOADER (LOADER OPERATOR, FRONT END AND OVERHEAD, TWENTY-FIVE THOUSAND (25,000) LBS. AND		

LESS THAN SIXTY THOUSAND (60,000) LBS.).....	\$ 52.55	17.15
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ENGI0701-048 01/01/2025

Rates

Fringes

OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 52.55	17.15
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ENGI0701-049 01/01/2025

Rates

Fringes

OPERATOR: ROLLER.....	\$ 51.31	17.15
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ENGI0701-051 01/01/2025

Rates

Fringes

OPERATOR: CRANE (UNDER FIFTY (50) TONS).....	\$ 52.55	17.15
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ENGI0701-054 01/01/2025

Rates

Fringes

OPERATOR: SCRAPER (SELF-PROPELLED UNDER 45 YARDS)..	\$ 52.55	17.15
OPERATOR: OILER (TRUCK CRANE OILER/DRIVER: 100 TONS AND OVER).....	\$ 51.31	17.15
OPERATOR: OILER (DRILL OILERS: AUGER TYPE; TRUCK OR CRANE MOUNT; TRUCK CRANE OILER/DRIVER: UNDER 100 TONS).....	\$ 48.09	17.15
OPERATOR: MECHANIC.....	\$ 52.55	17.15
OPERATOR: DRILL (DRILLING MACHINE; DIRECTIONAL DRILL OVE 20,000 LBS.).....	\$ 52.55	17.15
OPERATOR: DRILL (DIRECTIONAL DRILL LOCATOR).....	\$ 48.09	17.15
OPERATOR: DRILL (DIRECTIONAL DRILL LESS THAN 20,000 LBS.).....	\$ 51.31	17.15
OPERATOR: BULLDOZER (OVER 70,000 LBS. UP TO AND INCLUDING 120,000 LBS.).....	\$ 55.88	17.15

LAB00242-010 06/01/2025

Rates

Fringes

LABORER: NOZZLE PERSON.....	\$ 52.31	17.01
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LAB00335-004 06/01/2025

Rates

Fringes

LABORER: COMMON OR GENERAL.....	\$ 44.06	15.60
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LAB00348-010 06/01/2025

Rates

Fringes

LABORER: PIPELAYER.....	\$ 37.80	16.90
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PAIN0300-002 07/01/2025

Rates

Fringes

PAINTER.....	\$ 41.24	14.70
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SUWA2018-037 03/01/2024

Rates

Fringes

TRUCK DRIVER: WATER TRUCK.....	\$ 31.62	16.84
TRUCK DRIVER: DUMP TRUCK.....	\$ 34.09	15.63
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 30.61	10.89
TRAFFIC CONTROL: FLAGGER.....	\$ 27.75	11.15
OPERATOR: GRADER/BLADE.....	\$ 40.28	16.17

OPERATOR: FORKLIFT.....	\$ 45.93	19.20
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 43.60	0.00
LABORER: FENCE ERECTOR.....	\$ 30.21	0.00
LABORER: MASON TENDER - CEMENT/CONCRETE.....	\$ 38.46	0.00
LABORER: HOD CARRIER.....	\$ 35.06	10.94
LABORER: CONCRETE SAW CHAIN.....	\$ 37.30	4.30
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 37.63	11.25
IRONWORKER.....	\$ 43.29	25.63
GRADE CHECKER.....	\$ 35.58	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 39.33	0.00
CARPENTER.....	\$ 32.00	15.30

TEAM0313-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER: ASPHALT MIX.....	\$ 55.43	27.52

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 \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. 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.

END OF GENERAL DECISION

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