

SPOKANE TRANSIT AUTHORITY

Division Street Stops – Phase 2

PROJECT #2018-10110



PROJECT MANUAL

June 16, 2019

Prepared By:



10 NORTH POST STREET, SUITE 500
SPOKANE, WA 99201
509.328.2994

Section Title

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ADVERTISEMENT FOR BIDS

Sealed bid proposals will be accepted for the following project:

PROJECT NO.: 2018-10110

TITLE: Division Street Stops –Phase 2

AGENCY: Spokane Transit Authority

PROJECT MANAGER: Ryan Brodwater, Capital Projects Manager

PRE-BID MEETING: 10:00 A.M., Thursday, June 27, 2019
Spokane Transit Authority (Owner)
1230 W. Boone Avenue, Spokane, WA 99201

PUBLIC BID OPENING: 3:00 P.M., Tuesday, July 16, 2019
Spokane Transit Authority (Owner)
1230 W Boone Avenue, Spokane, WA 99201

Contractors may obtain electronic copies of plans and specifications from the Capital Projects Manager, Ryan Brodwater by phone at (509) 343-1693 or email at rbrodwater@spokanetransit.com. Plans and specifications may also be viewed at local and regional plan centers.

The project generally consists of constructing bus stops improvements along the Division Street corridor. These improvements include removal of existing bus pullouts, and installation of curb, sidewalk, and ADA ramps.

The minimum prevailing wage provisions for Washington State law or Federal Davis Bacon, whichever is greater, as well as federal wage provisions apply to this project including but not limited to certified payroll submittal. Use of DBE/MBE/WBE/MWBE contractors and suppliers is encouraged but not mandatory. Contractors submitting bids may contact the Washington State Office of Minority and Women's Business Enterprise to obtain information on certified firms.

The Owner reserves the right to reject or accept any or all bids and to waive minor informalities in the process.

No contractor submitting a bid may withdraw their bids after hour set for opening thereof unless contract award is delayed for a period exceeding ninety (90) days.

STA is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective supplier on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity, age, marital status, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful proposer will be required to comply with all EEO federal, state, and local laws and regulations.

Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964. For more information, see www.spokanetransit.com.

Upon request, alternative formats of this information will be produced for people who are disabled. STA's facilities are accessible for people using wheelchairs. For other accommodations, please call 325-6094 (TTY Relay 711) at least forty-eight (48) hours in advance.

SECTION 002100 – STA INSTRUCTIONS TO BIDDERS

DEFINITIONS

- A. **Addenda** are written or graphic instruments, approved and issued by the Owner prior to the time designated for Opening of Bids, which amend, modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **An Alternate Bid (or Alternate)** is the amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- C. A **Bid** is the submission of a complete and properly signed authorized solicitation form (Bid Proposal Form) together with Bid Bond, if applicable, and the certifications and representations required to comply with the Invitation for Bid.
- D. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the work described as the Base, to which work may be added or deducted from sums stated in Alternate Bids (if any).
- E. **Bidder** is one who submits a Bid for a prime contract with the Owner for the Work described in the Construction Documents.
- F. A **Non-responsive Bid** is any Bid which fails to conform in all respects to the material requirements of the Bidding Documents or imposes conditions which would modify requirements of the Bidding Documents or would limit a bidder's liability to the Spokane Transit Authority so as to give the bidder an advantage over the Bidders as determined by the Spokane Transit Authority.
- G. **Responsible Bidder** means a contractor who meets the criteria listed in RCW 39.04.350.
- H. **Unit Price** is an amount stated in the Bid as a price per unit of measurement or materials or services as described in the Construction documents as defined in the General Conditions of the Contract between STA, as Owner, and the Contractor.

PART 1 - GENERAL

1.1 EXPLANATION TO PROSPECTIVE BIDDERS

- A. Materials submitted in response to this competitive procurement shall become the property of Spokane Transit Authority. All received Proposals shall be deemed public records as defined in Ch. 42.56RCW "Public Records Act." Any information in the Bid that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Bid exempt from disclosure will not be honored. STA will consider a Contractor's request for exemption from disclosure; however, the agency will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Bid, it will not be made available until the affected Contractor has been given an opportunity to seek a court injunction against the requested disclosure. STA assumes no liability for disclosure of proprietary material submitted by Contractors. Bid submittals shall be considered public documents under applicable Washington state law and shall be available for inspection and copying by the public, except to the extent portions of the submittals are otherwise protected under applicable law. Each Contractor will be responsible for protecting any disclosure of its submittal under applicable law.
- B. Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) seven (7)

calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.

- C. STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual agency goal for Disadvantaged Business Enterprise (DBE) participation in its contracting opportunities. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW STA encourages participation in all of its contracts by Minority Business Enterprises (MBE), Women Owned Business Enterprise (WBE), and Minority Women Owned Business Enterprise (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a contractor submitting bids. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of DBE/MBE/WBE/MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.
- D. In addition to the payment and performance bond required by work law the Contractor shall purchase and maintain in a company or companies lawfully authorized and admitted to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to STA, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on its own operations and vehicles on Work the Contractor may subcontract or sublet to others, in no less than the amounts specified in Part 2 of the attached STA General Conditions.
- E. The general description and scope of work for the project can be found in Section 003100 of this document.

1.2 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the Bidder shall be typed or printed on the bid form in the space provided.
- B. The bid form may require Bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items 1 through 3 above.
- C. If the solicitation includes alternate bid items, failure to provide a bid on the alternates may disqualify the bid. If quoting on all items is not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

1.3 BID GUARANTEE

- A. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, bid security is not required. When the sum of the base bid plus all additive alternates is greater than \$35,000.00,

a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide a bid guarantee when required shall render the bid non-responsive.

- B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier's check made payable to Spokane Transit Authority. The Owner will return bid guarantees (other than bid bond) to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. The bid guarantee of the successful Bidder will be returned to the successful Bidder with its official notice to proceed with the work of the contract.
- C. The Bidder will allow 90 days from bid opening date for acceptance of its bid by the Owner. The Bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful Bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the Owner may terminate the award of the contract.
- D. In the event a Bidder discovers an error in its bid following the bid opening, the Bidder may request to withdraw its bid under the following conditions:
 - 1. Written notification is received by the Owner within 24 hours following bid opening.
 - 2. The Bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening.

The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the contractor's request for withdrawal of its bid is approved, the Bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the contractor's bid guarantee.

1.4 ADDITIVE OR DEDUCTIVE BID ITEMS

- A. The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project.
- B. The Bidder agrees to hold all bid alternate prices for ninety (90) days from date of bid opening.

1.5 ACKNOWLEDGEMENT OF ADDENDA

Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

1.6 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The Bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Bidder to take the actions

described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

- B. If Bidder is unable to attend the scheduled Pre-Bid meeting, please contact STA to arrange a separate site visit. **Bids submitted by contractors that have not either attended a pre-bid meeting or inspected the sites in the presence of STA staff will be considered non-responsive.**

1.7 TIME OF COMPLETION

Work may begin when the Contractor receives a formal "Notice to Proceed." Contractor shall proceed with promptness and dispatch and shall be substantially complete on or before November 30, 2019.

1.8 LIQUIDATED DAMAGES

The Contractor agrees to pay to STA liquidated damages in the amount of \$220 for each day the Contractor fails to provide services or respond to an STA request for services hereinafter provided. These liquidated damages are for the purpose of any delay or impact caused to STA by virtue of the Contractor's acts or omissions and do not cover any other actual or consequential damages other than delay. STA and the Contractor agree that such damage cannot be reasonably determined at this time. Such damages are very difficult to accurately estimate because of numerous factors, including, but not limited to inconvenience to STA. Further, the parties agree this is a reasonable forecast of all factors now known and available for consideration relating to the delay caused by failure to perform. Liquidated damages shall be deducted from the contract by change order.

1.9 WAGE RATE SCHEDULES

- A. The Scope of Work for this project constitutes a public work under state law and therefore the Contractor shall pay the highest prevailing wage rate by trade or occupation as specified by the State of Washington, Department of Labor and Industries. The State of Washington are current at the time of submission and are available through website provide in Section 007346.1 of this document. It is the responsibility of the prospective bidder to verify these publications are current at the time of bidding:
 - 1. Certified Payrolls for the prime and all subcontractors may accompany all applications for payment.
 - 2. An approved Intent to Pay Prevailing wage form must be received by STA for the contractor and any subcontractors prior to commencement of any work.
- B. Any disputes as to wage rates will be referred to the US Secretary of Labor and the Director of Labor and Industries for the State of Washington who will determine the prevailing local wage rate for the trade in dispute.

1.10 TAXES

- A. The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested
- B. NOTE: Contractor must bond for total contract amount including WSST.

1.11 BID AMOUNTS

- A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.
- B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.
- C. The Bidder agrees to hold the base bid prices for ninety (90) days from date of bid opening.

1.12 SUBMISSION OF BIDS

- A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids or as extended in Contract Documents.
- B. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. Oral, telephonic, electronic, or facsimile bids are invalid and will not receive consideration. The envelope shall have printed on the outside:
 - 1. The project number and description.
 - 2. The name and address of the Bidder.
 - 3. Identification as Bid Proposal.
- C. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the contractor unopened.
- D. A bid may be withdrawn in person by the authorized representative of the Bidder before the opening of the bids. The representative of the Bidder will be required to show ID and sign on bid summary sheet before it will be released.
- E. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

1.13 CONSIDERATION OF BIDS

- A. Spokane Transit Authority shall have the right to reject any or all bids and to reject bids considered non-responsive including but not limited to Bids not accompanied by any required bid security, certifications, or data required by the Bidding Documents or a Bid not signed by the authorized legal representative.
- B. The Owner shall have the right to waive any informality or irregularity in any Bid received.
- C. In the event that a single bid is received, Spokane Transit will conduct a cost/price analysis of the bid. This analysis will compare the price and quality of the proposed equipment with that involved in recent similar purchases with similar specifications made by this or other governmental agencies in an attempt to determine the competitive integrity of the submitted bid.

1.14 BID RESULTS

After the Bid Opening, Bidders may obtain bid results from the Owner. Bid results may also be obtained from the A/E.

1.15 LOW RESPONSIBLE BIDDER

- A. Mandatory Responsibility Criteria: Before award of a public works contract, a Bidder must meet mandatory responsibility criteria under RCW 39.04.350 to be considered a responsible Bidder and qualified to be awarded a public works project. The Bidder must:
1. At the time of bid submittal, have a certificate of registration of contractor in compliance with Chapter 18.27 RCW;
 2. Have a current state unified business identifier number;
 3. If applicable, have industrial insurance coverage for the employees of the Bidder 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;
 4. Not be disqualified from quoting on any public works contract under RCW 39.06.010 or 39.12.065(3); and
 5. 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;
 6. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department. Bidders that have completed three (3) or more public works projects, have had a valid business license in Washington for three (3) or more years, and are listed on the Department of Labor and Industries exemption list are exempt from this training requirement.
- B. Supplemental Responsibility Criteria: In addition to the mandatory bidder responsibility criteria, the Owner may adopt relevant supplemental criteria for determining contractor responsibility applicable to a project which the contractor must meet. Where applicable, such supplemental criteria shall be attached to this solicitation.
1. At least seven (7) days prior to the bid submittal deadline, a potential Bidder may request the Owner modify the supplemental responsibility criteria. The Owner will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the supplemental responsibility criteria, the Owner will issue an addendum to the quoting documents identifying the new and/or modified criteria.
 2. Upon Owner's request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided may render the bid non-responsive.
 3. Upon request of the Owner, a Bidder whose proposal is under consideration for award of Contract shall submit promptly satisfactory evidence of his/her financial resources, experience, organization, and equipment available for performance of the Contract on AIA Form A305 "Contractor's Qualification Statement" or similar form approved by the Owner.
- C. Not-responsible Bidder Notification.
1. If the Owner determines that the apparent low Bidder is not responsible, the Owner will notify the Bidder of its preliminary determination in writing.

2. Within three (3) days after receipt of the preliminary determination, the Bidder may withdraw its bid or request a hearing where the Bidder may appeal the preliminary determination and present additional information to the Owner.
3. The Owner will schedule a hearing within three (3) working days of receipt of the Bidder's request. The hearing members will include a STA Executive or their designee, and Project Manager.
4. The Owner will issue a final determination after reviewing information presented at the hearing.
5. If the Owner determines a Bidder to be not responsible, the Owner will provide, in writing, the reasons for the determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other responsible Bidder until two (2) business days after the not responsible Bidder has received the final determination.
6. The Owner's Final Determination is specific to this project and will have no effect on other or future projects.

1.16 CONTRACT AWARD

- A. The Owner will evaluate bids responsiveness and responsibility.
 1. A bid will be considered responsive if it meets the following requirements:
 - a. It is received at the proper time and place.
 - b. It meets the stated requirements of the bid proposal.
 - c. It is accompanied by a bid guarantee, if required.
 2. A bid will be considered responsible if it meets the following requirements:
 - a. It is submitted by a licensed/registered contractor within the state of Washington at the time of bid opening and is not banned from quoting by the Department of Labor and Industries.
 - b. It meets the mandatory responsibility criteria established in RCW 39.04.350 for Prime and Subs and an overall accounting of the supplemental responsibility criteria established for the project.
- B. The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities.
- C. The Owner may negotiate bid price adjustments with the low responsive Bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.
- D. The apparent low Bidder, for purpose of award, shall be the responsive and responsible Bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.
- E. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the Bidder.
- F. The Contractor must purchase and maintain insurance coverage as stated in Part 2 of Spokane Transit Authority's Public Works Construction Project General Conditions.
- G. Note: AIA Payment Bond and Performance Bond forms (A312) are required. These forms will not be provided by the Owner.

1.17 CONTRACT DOCUMENTS

- A. The Contract Documents under which it is proposed to execute this work consists of all material bound herein, plus any addenda incorporated into the documents.
- B. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request the Architect/Engineer, in writing (at least seven (7) working days prior to bid opening), and interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the documents and will be furnished to all Bidders receiving a set of documents, who shall indicate receipt of same in the space provided on the proposal form. The Owner will not be responsible for any other explanation or interpretation of said documents.

1.18 DISCREPANCIES & CONTRACT DOCUMENT REVIEW

- A. The intent of Spokane Transit Authority and Federal Funded Project Contract Documents is to describe a complete Project. These Contract Documents are complimentary. What is required by one part of the Contract Documents shall be binding as if required by all.
- B. In the event of a discrepancy between Spokane Transit Authority and Federal Funded Project Contract Documents, the Contractor will use the Contract Document that imparts the highest cost to their bid and/or longest delay in their schedule. It is the responsibility of the Contractor to bring these discrepancies to the attention of the Architect as soon as they are discovered.

1.19 PROTEST PROCEDURES

STA maintains a set of protest procedures. If any bidder desires this information, it may be obtained by calling the Office of the Purchasing Manager, Jacqueline Tjards at (509) 325-6032.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION 002100

SECTION 003100 – STA PROJECT DESCRIPTION AND SCOPE OF WORK

PROJECT DESCRIPTION

Spokane Transit Authority (STA) wishes to construct bus stop improvements along the Division Street corridor. These improvements include, but are not limited to removal of existing landscaping and/or hardscape, removal of existing bus pullouts, grading, installation of curb, sidewalk, reinforced concrete shelter pads, and ADA boarding/alighting pads, and potentially re-installation of bus stop posts and signs. The improvements are intended to improve accessibility and safety for transit customers.

Project Location: Various locations in the City of Spokane, WA. Project site is along the Division Street corridor, from the Spokane River bridge north to Hawthorne Road. Refer to the project plan set for the specific stop locations.

Time Line: Completion of construction for all work shall be **substantially complete on or before November 30, 2019.**

Exclusions:

1. Purchase and installation of Transit Shelters

PROJECT GENERAL SCOPE OF WORK

The work shall generally consist of, however is not limited to, the following:

1. Contractor shall be responsible for obtaining and paying for all required fees and permits. All permit fees required by agencies and utility providers shall be paid for by the Contractor and shall be a direct reimbursement with no markup.
2. Establish and maintain jobsites safety, security, and traffic control measures.
3. Coordinate with the appropriate department within the City of Spokane (i.e. permitting, public works, planning, urban forestry, as needed for successful completion of the project).
4. Construct the stop improvements per the project plans, specifications, and contract documents.
5. Contractor will comply with manufacturer's written instruction for products and materials used.
6. Record all "as-built" information on the project plans for delivery to Owner as required for final closeout.
7. Provide O&M manuals to Owner as required for final closeout.
8. All work to be completed as shown and specified on the associated plans and specifications for the project.
9. All off-site staging areas used shall be returned to the same or better condition as existed prior to any disturbance and shall be re-vegetated with similar vegetation.

All work shall meet/exceed all codes, utility locating, rules and regulations, as set forth by the City, County and State of Washington. Contractor shall perform work in accordance with the Washington State Department of Labor and Industries Safety Standards.

Contractor shall be responsible for any and all damage and cleanup costs. Contractor negligence shall be repaired immediately at no cost to STA.

All work will be subject to inspection and acceptance by STA's Capital Projects Manager or designee prior to payment.

STA reserves the right to increase or decrease the amount of related services listed in the scope of work for a fairly negotiated price.

END OF SECTION 003100

SECTION 004200 STA BID SUBMITTAL CHECKLIST

BID CHECKLIST- PROJECT 2018-10110

To be ***included with*** Bid Proposal Form when you submit your Bid. Failure of the Contractor submitting a bid to submit these forms with the bid shall render the bid non-responsive and shall be grounds for rejection of said bid.

Check off each of the following as completed, and included with this proposal:

- Section 004200 - STA Bid Submittal Checklist - Statement of Compliance, signed and dated below.
- Section 004213 - Bid Proposal Form: Submitted on appropriate form, filled out legibly and completely.
- Section 004215 - Bid Response: Submitted on appropriate form, filled out legibly and completely.
- Section 004512 - STA Responsibility Criteria: Submit filled out legibly and completely.
- Section 004546.A - FTA Buy America Certificate: Submitted filled out legibly and completely.
- Section 004546.B - FTA Lobbying Certificate: Submit filled out legibly and completely.
- Section 004546.C - FTA DBE Participation List: Submit filled out legibly and completely.
- Section 004546.D - FTA Debarment & Suspension: Submitted filled out legibly and completely.
- Section 004546.E – Certification of Compliance with Wage Payment Statues: Submitted filled out legibly and completely.
- Bid Security attached in the Amount of 5% of Total Bid (Base Bid including applicable WSST), see instructions to contractors.
- Work Plan: The Contractor submitting a bid must provide the following required information with the bid form. Failure to submit such information to the satisfaction of the Owner may render the bid non-responsive. The Contractor’s work plan is to include with description the following minimum elements:
 - a. Installation of erosion control elements
 - b. Phasing/General Schedule
 - c. Project coordination meetings
 - d. Final cleanup and closeout
- Bid is submitted in a sealed opaque envelope, identified with the following:
 - Project Name: **Division Street Stops – Phase 2**
 - Project Number: **2018-10110**
 - Contractor’s Name:
 - Contractor’s Address:

NOTE: If mailed, enclose sealed bid in a separate mailing envelope with the notation “Sealed Bid Enclosed”.

STATEMENT OF COMPLIANCE

The undersigned has reviewed, read and fully understands these Bid Documents and this checklist, fully complies therein, and certifies that all required elements, as marked herein and contained within the specification are included in this Bid Proposal.

Authorized Signature: _____ Date: _____

END OF SECTION 004200

**SPOKANE TRANSIT AUTHORITY
 1230 W. BOONE AVE
 SPOKANE, WASHINGTON 99201**

BID PROPOSAL – DIVISION STREET STOPS – PHASE 2

Name of Firm (Contractor submitting bid): _____
 Each bid shall constitute an offer to STA as outlined herein and no bidder may withdraw his/her bid after the hour set for the bid opening thereof except under the conditions explained in the Instructions to Contractors Section.

In compliance with the contract documents, the following bid proposal is submitted:

TOTAL BASE BID:		
(Please print dollar amount in space above)		\$
		(Total for all work, INCLUDING WSST)
UNIT PRICES (INCLUDING SALES TAX)		
None		

The Owner reserves the right to accept or reject any or all bid prices within ninety (90) days of the bid date. Bidder agrees and understands that any additional taxes, permits, bonds, prevailing wage certifications, etc. applicable to this project, have been included in the above bid amounts. The low contractor submitting bids, for purposes of award, shall be the responsive contractor submitting bids offering the low aggregate amount for the base bid item and within funds available for the project.

PRODUCTS/BRANDS OTHER THAN SPECIFIED IN BID DOCUMENT TO BE USED:

NOTE: Any deviation from technical specifications provided in bid document must be approved in advance by Owner.

Bidder Name & Signature: _____

END OF SECTION 004213

TO: SPOKANE TRANSIT
PLANNING DEPARTMENT
1230 West Boone Avenue
Spokane, Washington 99201-2686

RE: Project Number: 2018-10110 Division Street Stops – Phase 2

NAME OF FIRM SUBMITTING BID: _____

Each bid shall constitute an offer to STA as outlined herein and no bidder may withdraw his bid after the hour set for the bid opening thereof except under the conditions explained in the Instructions to Bidders Section.

EXAMINATION OF DOCUMENTS:

- A. Having carefully examined all Bidding Documents entitled “**Division Street Stops – Phase 2**” by the Spokane Transit Authority, **as well as the site and local conditions affecting the work**, the undersigned proposes to perform all work in accordance with the Contract Documents for compensation to be computed from the enclosed bid amounts.
- B. Receipt of the following Addenda to the Specifications and Drawings is hereby acknowledged:
- | | |
|--------------------|------------|
| Addendum No. _____ | Date _____ |
| Addendum No. _____ | Date _____ |
| Addendum No. _____ | Date _____ |

REJECTION: STA reserves the right to reject any or all bid proposals, portions or parts thereof and to waive minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering an award of contract.

TIME FOR COMPLETION: The Contractor agrees to coordinate the completion of all construction work to be substantially complete on or before November 30, 2019.

LIQUIDATED DAMAGES: Per Section 002100 STA Instructions to Contractors Submitting Bids

SUBMITTAL: The “Bid Response Documents”, “Bid Proposal Form”, and “Responsibility Criteria” constitute the Bid Proposal when completed and submitted. Please **do not** submit the entire Invitation for Bid manual.

PRICES: Each bid item will be priced unless stated otherwise.

UNIT PRICE: Unit prices shall govern in case of extension error.

Bidder Name: _____

FREIGHT: Bid price(s) to include all freight costs to the project site.

COMPLETION OF BID PROPOSAL FORM:

All bidding procedures and other requirements of Instructions to Bidders and all Contract Documents have been followed.

ATTACHMENTS:

- A. Bid security as required by the Bidding Documents in the amount of 5% of the Base Bid.
- B. Detailed Work Plan based on project plans, pre-bid walk-through, project summary and specifications.

AWARD OF CONTRACT:

- A. If written notice of acceptance of all or part of this submittal is mailed, sent electronically, or delivered to undersigned within ninety (90) days after opening of proposals, the undersigned will, within **fifteen (15) days** after date of such notice, execute and deliver the Form of Agreement as specified and furnish Insurance Certificates, Performance Bonds, and Labor and Material Payment Bonds as required.
- B. If the undersigned fails to complete the above requirements, amount of Bid Security shall be forfeited to the Owner.

Bidder Name: _____ Date: _____

I CERTIFY that no final determination of violation of RCW 50.12.070(1)(b), or 82.32.070(1)(b) has been made by the Washington State Departments of Employment Security, Labor and Industries or Revenue respectively dated within two (2) years of the date of the opening of this bid. I understand further that no bid may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of the above reference statutes within two (2) years from the date that a violation is finally determined and the date of this bid opening.

ANTI-KICKBACK: No officer or employee of STA, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal.

DEBARRED BIDDERS: The undersigned represents that the Bidder and all officers with a controlling interest herein are not currently and have not previously been on any debarred bidders list maintained by the United States Government.

I CERTIFY that to the best of my knowledge, the information contained in this proposal is accurate and complete and that I have the legal authority to commit this Firm to a contractual agreement. I realize the final funding for any service is based upon budget levels and the approval of the Spokane Transit Authority's Board of Directors.

SUBMITTED BY:

BIDDER NAME _____

(As registered with the State of Washington)

BY (Signature) _____

PRINTED NAME & TITLE _____

DATE: _____

BIDDER ADMINISTRATIVE INFORMATION

BIDDER NAME: _____
(as registered with the State of Washington)

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE and FAX NUMBERS, including area code: _____

WASHINGTON STATE CONTRACTORS REGISTRATION NUMBER: _____

WASHINGTON STATE ELECTRICAL CONTRACTOR'S LICENSE NUMBER: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

WASHINGTON STATE UBI NUMBER: _____

STATE INDUSTRIAL ACCOUNT IDENTIFICATION NUMBER: _____

** NOTE: If a corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.

INSURANCE COMPANY:

Name of company: _____

Mailing Address including zip code: _____

Name of Insurance Agent: _____

Telephone number including area code: _____

Fax number including zip code: _____

BONDING COMPANY:

Name of Surety: _____

Mailing Address including zip code: _____

Name of Bonding Agent: _____

Telephone number including area code: _____

BIDDER QUALIFICATION STATEMENT

The following statements of experience, personnel, equipment, and general qualifications of the Bidder are submitted with the assurance that the owner can rely on its accuracy and truthfulness. If more space is required for your answers, please attach a continuation sheet(s) to the corresponding bid response page referencing the item number.

1. The company has been in business continuously from (month and year) _____.
2. The company has had experience comparable to that required under the proposed contract:
 - a. As a prime contractor for ____years.
 - b. As a subcontractor for _____years.
3. The following is a partial list of work completed that was on an order of magnitude equal to or greater in scope and complexity to that required under the proposed contract.

<u>Year</u>	<u>Owner & Contact Person</u>	<u>Phone No.</u>	<u>Location</u>	<u>Contract Value</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. A list of supervisory personnel and/or the project manager currently employed by the Bidder that will be responsible for work on this project. Please attach a brief (1 page maximum) resume for each person listed. If a resume(s) is not included in the bid documents, the bidder agrees to furnish a resume(s) within 24 hours of notice by STA.

<u>Name</u>	<u>Title</u>	<u>Years of Experience</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Following is a listing of all projects the company has undertaken in the last five (5) years which have resulted in:
 - a. Arbitration or litigation.
 - b. Claims or violations being filed by the Federal Government or the Washington State Departments of L&I, Employment Security, or Revenue.
 - c. Liens being filed by suppliers or subcontractors.

Person/Entity Name: _____ Signature of Bidder: _____

BIDDER COMPLIANCE CERTIFICATION

PROJECT COMPLIANCE

In compliance with the Invitation for Bid, bidder hereby proposes to perform all work for this project in strict accordance with the contract documents, within the time set forth therein, and at the prices bid.

SPECIFICATION COMPLIANCE

The bidder certifies below that his bid complies in all respects with the attached specification documents, including the minimum specifications.

YES _____ NO _____

If NO, list below, in detail, any and all deviations.

LIST DEVIATIONS:

Person/Entity Name: _____ Signature of Bidder _____

SUBCONTRACTOR LIST

Project Number: 2018-10110

The Bidder will provide a list of all subcontractors anticipated to be used on this project.

Use a copy of this page as a master for attachments if necessary.

If no subcontractors are listed, it will be considered the bidder's affirmation that it does not intend to use any subcontractors on this project.

Type of work - _____
Name of Firm (please print): _____ (as registered with the State of Washington)
Physical Address: _____
City, State, Zip: _____
Telephone/Fax Numbers: _____
Washington State Contractors Registration Number: _____
Washington State Electrical or Plumbers License Number: _____
Federal Tax Identification Number: _____
Washington State UBI Number: _____
State Industrial Account Identification Number: _____
**Note: If a corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.

Person/Entity Name: _____ Signature of Bidder _____

SECTION 004512 – RESPONSIBILITY CRITERIA

RESPONSIBILITY CRITERIA – DIVISION STREET STOPS – PHASE 1

The contractor submitting a bid must provide the following-required information with the bid form. Failure to submit such information to the satisfaction of the Owner may render the bid non-responsive.

Low Responsible Contractor Submitting Bid

It is the intent of the Owner to award a contract to the low responsible contractor submitting a bid. In determining the contractor’s responsibility, the Owner shall consider an overall accounting of the items listed below. The contractor submitting a bid must submit the following information, demonstrating they meet the listed criteria:

Category	Required Information / Criteria	Checklist
Experience: Compliant with Relevant Projects (Similar Size & Scope)	Contractor is to demonstrate experience as a prime contractor with experience running federally funded construction projects of similar size and complexity including Buy America compliance and certified payrolls	<input type="checkbox"/>
Experience: Project Manager/Superintendent	Submit resume and references of the person proposed by the contractor submitting a bid to manage the project and superintend the work. This person shall have managed projects of similar complexity and similar size, and successfully completed the project(s).	<input type="checkbox"/>
References from Owners of Previous Projects	Owner may check references by contacting owners and architects/engineers of previous projects on contractor’s performance over the past three (3) years. On average, such references should be satisfactory or better on a five-category scale with “satisfactory” at mid-scale. A reference score sheet will be utilized for rating completed projects of similar scope and value.	<input type="checkbox"/>
Public Agency Debarment	Contractor submitting bid shall not have been debarred by any public agency within the past two (2) years.	<input type="checkbox"/>
<p>Providing the following information is MANDATORY in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your bid as being “Non-Responsive”. <i>If your business is not required to have one of the following numbers, provide an explanation.</i></p> <p>State of Washington Contractor’s Registration No. _____</p> <p>State of Washington Unified Business Identifier No. _____</p> <p>Employment Security Department No. _____</p> <p>State Excise Tax Registration No. _____</p> <p>Is the payment of Worker’s Comp (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with WA State Dept. of L&I, please explain why.</p> <p>[] Yes</p> <p>[] No (If No, you are not eligible to bid on this project)</p> <p>[] No Account – Explain Why:</p>		

Category	Required Information / Criteria	Checklist
	Are you disqualified from bidding on public works projects in the State of Washington? [] Yes (If Yes, you are not eligible to bid on this project) [] No	

RESPONSIBLE BIDDER CRITERIA

In accordance with RCW 39.04.350, a Bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The Bidder must at the time of bid submittal:

1. Have a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current state unified business identifier (UBI) number;
3. 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;
4. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department. Bidders that have completed three (3) or more public works projects, have had a valid business license in Washington for three (3) or more years, and are listed on the Department of Labor and Industries exemption list are exempt from this training requirement;
5. Within the three (3) 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; and
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your bid as being “**Non-Responsive**”. *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. _____
2. State of Washington Unified Business Identifier No. _____
3. Employment Security Department No. _____
4. State Excise Tax Registration No. _____
5. Is the payment of Worker’s Comp (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept of L&I, please explain why.
 Yes
 No (If No, you are not eligible to bid on this project)
 No Account – Explain why: _____
6. Are you disqualified from bidding on public works projects in the State of Washington?
 Yes (If Yes, you are not eligible to bid on this project)
 No

END OF SECTION 004512

SECTION 004546.A – BUY AMERICA CERTIFICATE

Buy America Requirement - This procurement is subject to the Federal Transit Administration (FTA) “Buy America” requirement as follows:

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The bidder or offeror must submit to STA this completed Buy America certification with the bid/proposal on or before the proposal closing date. Offers that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive and will be removed from any further consideration.

Certification requirement for procurement of steel, iron, or manufactured products:

Certificate of compliance with 49 U.S.C. 5323 (j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company Name of Respondent: _____

Company Address: _____

Telephone and Fax Number: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Company Name of Respondent: _____

Company Address: _____

Telephone and Fax Number: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed _____

END OF SECTION 004546.A

SECTION 004546.B – CERTIFICATION REGARDING THE USE OF CONTRACT FUNDS FOR LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated Funds have been paid or will be paid to any person for making lobbying contracts to 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, loan, or cooperative agreement the undersigned shall complete and submit Standard Form ---LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31, U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

END OF SECTION 004546.B

SECTION 004546.C – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

DBE Participation: STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual agency goal for DBE participation in its contracting opportunities. It shall be understood that no specific goal has been assigned to this contract; however, contractors and subcontractors are required to comply with the following:

Non-Discrimination Assurances:

The contract or subcontractor 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 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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 or other such remedy, as STA deems appropriate.

A copy of 49 CFR part 26 may be obtained by contacting STA’s DBE Liaison, Spokane Transit Authority 1230 W. Boone, Spokane, WA 99201, (509) 325-6032.

Prompt Payment:

The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from STA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of STA. This clause applies to both DBE and non-DBE subcontractors.

DBE Bidders List:

STA is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting on subcontracts on Department of Transportation-assisted contracts. To assist STA in compliance with this provision of the regulation, please complete and return with your proposal.

Instructions:

1. List the names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;

Name & Address of DBE Firm	Description of Work to perform	\$ Amount
---------------------------------------	---------------------------------------	------------------

1.

2.

3.

END OF SECTION 004546.C

SECTION 004546.D – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION IN A LOWER TIER COVERED TRANSACTION

This contract is a covered transaction for purposes of 2 CFR Parts 1200 and 180. As such, the CONSULTANT or CONTRACTOR is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Spokane Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Spokane Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name or Respondent: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

END OF SECTION 004546.D

SECTION 004546.E – CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (July 16, 2019), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

END OF SECTION 004546.E

Form of Contract Between Owner and Contractor
For Spokane Transit Authority Public Works Construction Projects

Agreement is made as of the _____ day of _____ in the year 2019.

Between the Owner: Spokane Transit Authority, a public agency,

Located at: 1230 West Boone Avenue,
Spokane, Washington, 99201-2686

And the Contractor:

Located at: (address)

State Contractor Registration Number:

UBI Number:

For the following project: (project name, location, and description)

The design professional: (architect or engineer)

Located at: (address)

The owner and contractor agree as follows:

1. The Contract Documents include:
 - A. This agreement signed by the Owner and the Contractor
 - B. The Advertisement for Bids and all Bid Documents
 - C. The General Conditions, Supplemental Conditions [and Special Conditions]
 - D. The drawings and specifications prepared by the design professional
(list the drawing number range from page 1 to ___ and the date[s]

(list the specifications number range from page 1 to ___ and the date)
 - E. The Invitation for Bid (IFB)
 - F. The addenda: (list any/all addenda by number, date and quantity of pages)

<u>Number</u>	<u>Date</u>	<u>Quantity of pages</u>
---------------	-------------	--------------------------
 - G. Changes in the work issued after execution of the agreement
 - H. Other documents identified as follows:
2. Contract sum: (list base individually the bid amount plus any/all alternates taken)
3. Unit prices: (list items by description, the units and limits and the price per unit)

<u>Item(s)</u>	<u>Units/limits</u>	<u>Price per unit</u>
----------------	---------------------	-----------------------
4. Allowances included in contract sum: (list any allowances included in the contract sum)

<u>Item</u>	<u>Price</u>
-------------	--------------
5. Other terms or conditions not otherwise covered in the noted previous documents.

6. In cases where communication is required between the Contractor and STA, such as further information, furnishing of specifications, or obtaining approval of proposed work, such communications from the Contractor shall be forwarded directly to:

Ryan Brodwater
Capital Projects Manager
Spokane Transit Authority
1230 W. Boone Ave.
Spokane, WA 99201
(509) 343-1693

7. If any provision of this contract is held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
8. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

Owner:

Contractor:

(signature and title of authorized agent)

(signature and title of authorized agent)

(printed name)

(printed name)

(title)

(title)

Disadvantaged Business Enterprise
Review and Approval:

(signature and title of authorized agent)

(printed name)

DBE Liaison Officer
(title)

SECTION 006211.F – SUBMITTAL TRANSMITTAL FORM

Sample form

Spec No.:	Section	Description:

Note: Complete **one** submittal transmittal form for **each** specification section.

<p>Transmittal A (Supplier/Subcontractor) <input type="checkbox"/> Resubmittal</p> <p>Date Transmitted: _____ Qty: _____</p> <p>From: _____ <small>(Supplier/Sub)</small></p> <p>_____ <small>(Company/Manufacturer)</small></p> <p>Contact Name:</p> <p>Email: _____ Phone: _____</p> <p>To: _____ <small>(GC)</small></p> <p><input type="checkbox"/> Submitted for review and approval <input type="checkbox"/> Product(s) are available to meet construction schedule</p>	<p>Transmittal B (General Contractor) <input type="checkbox"/> Resubmittal</p> <p>Date Received by GC: _____ Qty: _____</p> <p>Date Transmitted to Architect: _____ Qty: _____</p> <p>Contractor's Stamp:</p>
<p>Transmittal C (Engineering Subconsultants) <input type="checkbox"/> Not Applicable</p> <p>Date Received by Architect: _____ Qty: _____</p> <p>Date Transmitted to Subconsultant: _____ Qty: _____</p> <p>To: _____ <small>(Subconsultant)</small></p> <p>Engineer's Stamp:</p> <p><input type="checkbox"/> Review Comments Attached</p>	<p>Transmittal D (Architect)</p> <p>Date Received by Architect: _____ Qty: _____</p> <p>Date Transmitted to GC: _____ Qty: _____</p> <p>Architect's Stamp:</p> <p><input type="checkbox"/> Review Comments Attached Qty Retained by _____</p>

Sample form

Project: _____ R.F.I. Number: RFI - _____

To: _____ From: _____

Re: _____ Date: _____

A/E Project Number: _____ Contract For: _____

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail: _____

Request:

Signed by: _____ Date: _____

Response:

Attachments

Response From: _____ To: _____ Date Rec'd: _____ Date Ret'd: _____

Signed by: _____ Date: _____

Cc: Owner Consultants _____ _____ _____ File

Section 006324.F – Substitution Request (During the Bidding Phase)

Sample form

Project: _____	Substitution #: _____
To: _____	From: _____
RE: _____	Date: _____
For: _____	Project #: _____
	Specification: _____
	Section: _____
Description: _____	Page: _____
Proposed Substitution: _____	
Manufacturer: _____	Trade Name: _____
Address: _____	Model #: _____
Phone: _____	

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____
Signed By: _____
Firm: _____
Address: _____
Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 012500.
- Substitution approved as noted - Make submittals in accordance with Specification Section 012500.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

Section 006325.F – Substitution Request (After the Bidding Phase)

Project: _____ Substitution Request Number: _____
From: _____
To: _____ Date: _____
A/E Project Number: _____
RE: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: New Product 1-4 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached – REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain: _____

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: No Yes [ADD] [Deduct] Days _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 012500.
- Substitution approved as noted - Make submittals in accordance with Specification Section 012500.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by:

Date:

Additional comments: Contractor Subcontractor Supplier Manufacturer A/E _____

SECTION 007200 – GENERAL CONDITIONS FOR SPOKANE TRANSIT AUTHORITY FACILITY CONSTRUCTION

Project: #2018-10110

The following is adopted and incorporated as STA General Conditions applicable to facilities construction. Although these conditions are organized consistent with the General Conditions for Washington State Facility Construction, the provisions herein are not identical to the Washington State provisions. Please review these General Conditions carefully.

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Part 1- GENERAL PROVISIONS

1.01 DEFINITIONS

- A. “Application for Payment” means a written request submitted by Contractor to Owner or, if applicable, A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or, if applicable, A/E may require.
- B. “Architect,” “Engineer,” or “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. “Award” means the formal decision by the Owner notifying a responsible Bidder with the lowest responsive bid of the Owner’s acceptance of the bid and intent to enter into a contract with the Bidder.
- D. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- E. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- F. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.
- G. “Contract Documents” means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Special Conditions, Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- H. “Contract Sum” is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Document. Except as described below, the Contract Sum includes all taxes imposed by law and properly chargeable to the Work. The Contract Sum does not include Washington State sales tax.
- I. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- J. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents. Contractor’s duties and obligations flow down and become duties and obligations of Subcontractors.
- K. “Day(s)”: Unless otherwise specified, day(s) shall mean calendar day(s).
- L. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and

dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.

- M. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09E.
- N. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09D.
- O. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in Section 3.05A.
- P. “Notice” means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- Q. “Notice to Proceed” means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- R. “Owner” means the Spokane Transit Authority (“STA”) or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- S. “Person” means a corporation, partnership, business association of any kind, trust, company, or individual.
- T. “Prior Occupancy” means Owner’s use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08A.
- U. “Progress Schedule” means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02B.
- V. “Project” means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- W. “Project Manual” means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents
- X. “Project Record” means the separate set of Drawings and Specifications as further set forth in Section 4.02A.
- Y. “Schedule of Values” means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- Z. “Specifications” are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards

and workmanship for the Work, and performance of related services.

- AA. “Subcontract” means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- BB. “Subcontractor” means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- CC. “Substantial Completion” means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- DD. “Work” means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.

1. FTA Regulations and Requirements.
2. Signed Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.
5. Specifications – Provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings -- In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Bid Form.
8. Instructions to Bidders.
9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

1. **Contract Sum reasonable:** The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. **Contractor familiar with project:** Contractor has carefully reviewed the Bid Documents, Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the

Project site or affect performance of the Work or the cost or difficulty thereof;

3. **Contractor financially capable:** Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor’s obligations required by the Contract Documents; and
4. **Contractor can complete Work:** Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

Part 2 - INSURANCE AND BONDS

2.01 CONTRACTOR’S LIABILITY INSURANCE

General Insurance Requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor’s insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A. M. Best rating shall be indicated on the insurance certificates.

A. Term of Insurance Coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.

1. **General Liability Insurance:** Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse*, and underground; and
 - c. Employer’s liability coverage.
2. **Automobile Liability Insurance:** Automobile liability.

B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen’s and Harbor Workers’ Act and the Jones Act.

C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner, on a primary basis, as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.02 COVERAGE LIMITS

Insurance Amounts: The coverage limits shall be as follows:

- A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile Liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$2,000,000 Combined Single Limit Annual General Aggregate.
- C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. **Certificate required:** Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. **List Project information:** All insurance certificates shall name Owner's Project number and Project title.
- C. **Cancellation provisions:** All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312 (or current version of the same). Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ALTERNATIVE SURETY

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or

- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

- A. **Contractor to buy Property Insurance:** Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. **Losses covered:** Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Owner's and, if applicable, A/E's services and expenses required as a result of an insured loss.
- C. **Waiver of subrogation rights:** Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Part 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 CONSTRUCTION SCHEDULE

- A. **Preliminary Progress Schedule:** Unless otherwise provided in the Contract, supplemental conditions, or modifications to these General Conditions, Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

B. **Form of Progress Schedule:** The Progress Schedule shall be created, maintained and edited using MS Project software or similar software identified and agreed to by and between the parties. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

- Date of Notice to Proceed;
- Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
- Utility Shutdowns;
- Interrelationships and dependence of activities;
- Planned vs. actual status for each activity;
- Substantial completion;
- Punch list;
- Final inspection;
- Final completion, and
- Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

C. **Owner comments on Progress Schedule:** Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.

D. **Monthly updates and compliance with Progress Schedule:** Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective

action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.

E. **Contractor to notify Owner of delays:** Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

A. **Owner may suspend Work:** Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.

B. **Compliance with suspension; Owner's options:** Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work; or
2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.

C. **Resumption of Work:** If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

D. **Equitable Adjustment for suspensions:** Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

A. **Owner may stop Work for Contractor's failure to perform:** If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.

B. **No Equitable Adjustment for Contractor's failure to perform:** Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

- C. **Opportunity to Cure:** STA in its sole discretion may, in the case of termination for breach or default, allow the Contractor an appropriate period of time, as determined by STA, in which to cure the defect of goods or service. In such case, the notice of termination will state the nature of the breach or default, the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to STA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the stated period of time for remedy, STA shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude STA from also pursuing all available legal remedies against the Contractor and its sureties for said breach or default.
- D. **Waiver of Remedies for any Breach.** In the event that STA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by STA shall not limit STA's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

3.05 DELAY

- A. **Force Majeure actions not a default; Force Majeure defined:** Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
1. Acts of God or the public enemy;
 2. Acts or omissions of any government entity;
 3. Fire or other casualty for which Contractor is not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;
 6. Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding ten years:
 - a. Monthly rainfall in excess of the highest monthly rainfall experienced for the same month.
 - b. Annual rainfall in excess of the highest annual rainfall experienced.
 - c. Monthly snowfall in excess of the highest monthly snowfall experienced for the same month.
 - d. Annual snowfall in excess of the highest annual snowfall experienced.
 - e. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
 - f. Average low temperatures for the winter months, lower than the lowest average temperatures experienced.
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.

- B. **Contract Time adjustment for Force Majeure:** Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. **Contract Time or Contract Sum adjustment if Owner at fault:** STA reserves the right, in its sole discretion, to extend the time for performance of the services contemplated by this Agreement.
- D. **No Contract Time or Contract Sum adjustment if Contractor at fault:** Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. **Contract Time adjustment only for concurrent fault:** To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. **Contractor to mitigate delay impacts:** Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. **Contractor to notify Owner of labor disputes:** If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. **Pass through notification provisions to Subcontractors:** Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. **Liquidated Damages**
1. **Reason for Liquidated Damages:** Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not

occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.

2. **Calculation of Liquidated Damages amount:** The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

3. **Contractor responsible even if Liquidated Damages assessed:** Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

Part 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. **Specifications and Drawings are basis of the Work:** The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. **Parts of the Contract Documents are complementary:** The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

- C. **Contractor to report discrepancies in Contract Documents:** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to Owner and, if applicable, A/E in writing.
- D. **Contractor knowledge of discrepancy in documents – responsibility:** Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. **Contractor to perform Work implied by Contract Documents:** Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. **Interpretation questions referred to Owner:** Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner and, if applicable, the A/E.

4.02 PROJECT RECORD

- A. **Contractor to maintain Project Record Drawings and Specifications:** Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (“COP”). This separate set of Drawings and Specifications shall be the “Project Record.”
- B. **Update Project Record weekly and keep on site:** The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled “PROJECT RECORD.” The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. **Final Project Record to Owner before Final Acceptance:** Contractor shall submit the completed and finalized Project Record to Owner prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. **Definition of Shop Drawings:** “Shop Drawings” means documents and other information required to be submitted to Owner and by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation

(i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

- B. **Approval of Shop Drawings by Contractor and Owner:** Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to Owner without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for Owner and, if applicable, A/E review. Owner and, if applicable, A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner and, if applicable, A/E has approved or taken other appropriate action. Owner and, if applicable, A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. **Contractor not relieved of responsibility when Shop Drawings approved:** Approval, or other appropriate action with regard to Shop Drawings, by Owner and, if applicable, A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner and, if applicable, A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation, and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. **Variations between Shop Drawings and Contract Drawings:** If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Owner and, if applicable, A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve

an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

- E. **Contractor to submit 5 copies of Shop Drawings:** Unless otherwise provided in Division I, Contractor shall submit to Owner and, if applicable, A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specification organization by trade: Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. **Owner or, if applicable, A/E, not Contractor, owns Copyright of Drawings and Specifications:** The Drawings, Specifications, and other documents prepared by Owner or, if applicable, A/E (the "Preparer") are instruments of Preparer's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by Preparer, and Preparer shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to Owner or, if applicable, A/E, on request, upon completion of the Work.
- B. **Drawings and Specifications to be used only for this Project:** The Drawings, Specifications, and other documents prepared by the Owner or, if applicable, A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and, if applicable, A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by Owner or, if applicable, A/E appropriate to and for use in the execution of their Work.
- C. **Shop Drawing license granted to Owner:** Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in

Sections 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

- D. **Shop Drawings to be used only for this Project:** The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

Part 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. **Contractor responsible for Means and Methods of construction:** Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. **Competent Superintendence required:** Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. **Contractor responsible for acts and omissions of self and agents:** Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. **Contractor to employ competent and disciplined workforce:** Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.

- E. **Contractor to keep project documents on site:** Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. **Contractor to comply with ethical standards:** Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

- A. **Contractor to obtain and pay for permits:** Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. **Allowances for permit fees:** If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. **Contractor to comply with all applicable laws:** Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. **Contractor to pay Prevailing Wages:** Contractor and Subcontractors shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with the Davis-Bacon and Related Acts, where applicable, RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor

and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

- B. **Statement of Intent to Pay Prevailing Wage:** Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. **Affidavit of Wages Paid:** Prior to release of retainage or, where applicable, bond, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. **Statement with pay application; Post Statements of Intent at job site:** Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- E. **Contractor to pay for Statements of Intent and Affidavits:** In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- F. **Certified Payrolls:** Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.05 HOURS OF LABOR

- A. **Overtime:** Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. **4-10 Agreements:** Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in

which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. **Discrimination prohibited by applicable laws:** Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1975, Section 202 of the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, Executive Order 13572, Executive Order 13672, Federal Transit law at 49 U.S.C. § 5332, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor and Subcontractors must meet.
- B. **During performance of the Work:**
 - 1. **Protected Classes:** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, gender identity, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60 and prohibited under state and federal law.
 - 2. **Advertisements to state nondiscrimination:** Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, gender identity, or the presence of any physical, sensory, or mental disability.
 - 3. **Contractor to notify unions and others of nondiscrimination:** Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60, and state and federal prohibitions against discrimination.
 - 4. **Owner and State access to Contractor records:** Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Equal Employment Opportunity Commission, and by the Washington State Human Rights

Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.

5. **Pass through provisions to Subcontractors:** Contractor shall include the provisions of this section in every Subcontract and shall require Subcontractors to include the provisions of this section in all contracts for the Project.

5.07 SAFETY PRECAUTIONS

- A. **Contractor responsible for safety:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. **Contractor safety responsibilities:** In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. **Contractor to maintain safety records:** Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. **Contractor to provide HazMat information and training:** Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. **Information.** At a minimum, Contractor shall inform persons working on the Project site of:
 - a. **WAC Requirements:** the requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. **Presence of Hazardous Chemicals:** Any operations in their work area where hazardous chemicals are present; and
 - c. **Hazard communications program:** The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.

2. **Training.** At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. **Detecting hazardous chemicals:** Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. **Hazards of chemicals:** The physical and health hazards of the chemicals in the work area;
 - c. **Protection from hazards:** The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. **Hazard communications program:** The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. **Hazardous, toxic or harmful substances:** Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 1. **Illegal use of dangerous substances:** Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances") in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
 2. **Contractor notifications of spills, failures, inspections, citations, and fines:** Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; any citation, all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. **Public safety and traffic:** All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's

responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

- G. **Contractor to act in an emergency:** In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. **No duty of safety by Owner or A/E:** Nothing provided in this section shall be construed as imposing any duty upon Owner and, if applicable, A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. **Limited storage areas:** Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. **Temporary buildings and utilities at Contractor expense:** Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. **Roads and vehicle loads:** Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. **Ownership and reporting by Contractor of demolished materials:** Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. **Contractor responsible for care of materials and equipment on-site:** Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. **Contractor responsible for loss of materials and equipment:** Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to

the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. **Excavation defined:** Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. **Notice requirement for concealed or unknown conditions:** If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. **Adjustment in Contract Time and Contract Sum:** If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. **Contractor to protect and repair property:** Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. **Tree and vegetation protection:** Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. **Advanced planning of the Work:** Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. **Layout responsibilities:** Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. **Contractor to provide new and equivalent equipment and materials:** All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. **Contractor responsible for fitting parts together:** Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. **Owner may reject defective Work:** Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF PREMISES AND UTILITY SERVICES

- A. **Use of Premises:** Contractor's use of Owner's premises is limited to Project activities within the areas identified.
- B. **Owner's Occupation of Site:** The Owner may occupy the site and existing building(s) during the entire work period. Contractor agrees to cooperate with Owner during operation to minimize conflicts and facilitate Owner usage. Contractor agrees to perform the work so as not to interfere with the Owner's operations.
- C. **Contractor must allow Owner access:** Contractor must at all times provide for and allow Owner access. Contractor shall not store or stage vehicles or materials on driveways

or at entrances and must keep these access points serving the premises clear and available to the Owner at all times.

- D. **Owner to provide and charge for utilities:** Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- E. **Contractor to install temporary connections and meters:** Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. **Owner to provide for all testing and inspection of Work:** Owner shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Owner shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. **Owner may conduct tests and inspections:** Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 - 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.

- C. **Inspections or inspectors do not modify Contract Documents:** Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. **Contractor responsibilities on inspections:** Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. **Work covered by Contractor without inspection:** If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. **Payment provisions for uncovering covered Work:** If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. **Contractor to correct and pay for non-conforming Work:** Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. **Contractor's compliance with warranty provisions:** If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 5.16D, 5.21, 6.08B, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial

Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

- E. **Contractor to remove non-conforming Work:** Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. **Owner may charge Contractor for non-conforming Work:** If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. **Contractor to pay for damaged Work during correction:** Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. **No period of limitation on other requirements:** Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. **Owner may accept non-conforming Work and charge Contractor:** If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor. Contractor further agrees:

- A. To comply with regulations of authorities having jurisdiction and safety standards for cleaning;
- B. To not burn waste materials;
- C. To not bury debris or excess materials on the Owner's property;

- D. To not discharge volatile, harmful, or dangerous materials into drainage systems; and
- E. To remove waste materials from the site and dispose of in a lawful manner.
- F. Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

5.18 ACCESS TO WORK AND COMMUNICATIONS REGARDING PROJECT STATUS

- A. **Owner and A/E access to Work site:** Contractor shall provide Owner and, if applicable, A/E access to the Work in progress wherever located.
- B. **Pre-Project Conference:** Owner shall conduct a pre-project conference after execution of the Agreement and prior to commencement of Contractor's performance. The parties to the Agreement shall review their respective responsibilities and personnel assignments.
- C. Attendees - The Owner, the Contractor and its superintendent, subcontractors, suppliers, manufacturers, and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.
- D. Agenda - Discuss significant items that could affect progress, including the tentative project progress schedule, critical sequencing, use of the premises, and procedures for processing Change Orders and equipment deliveries.
- E. A/E shall record significant discussions, agreements and disagreements at each conference, along with the approved schedule. Distribute the meeting record to everyone concerned, promptly, including the Owner. Contractor is required to distribute recordings of significant discussions and/or agreements to affected subcontractors and prime suppliers.
- F. Do not proceed if the conference cannot be successfully concluded. Initiate necessary actions to resolve impediments and reconvene the conference at the earliest feasible date.
- G. A/E or Owner shall conduct Progress Meetings at regular intervals. Contractor should attempt to coordinate meeting dates with preparation of payment requests.
- H. Agenda - Review minutes of the previous progress meeting. Review significant items that could affect progress. Include topics appropriate to the current status of the Project.
- I. Review project progress schedule since the last meeting. Determine where each activity is in relation to the schedule, whether on time or ahead of, or behind, the schedule. Determine how areas that are behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed within the Contract time.

- J. Reporting - No later than 3 days after each meeting, distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a summary, in narrative form, of progress since the previous meeting.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. **Subcontractor Responsibilities:** The Contractor shall include the language of this paragraph in each of its first tier subcontracts and shall require each of its subcontracts to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution the Contractor shall verify that each of its first tier subcontracts meets the following bidder responsibility criteria.
 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have
 - a. Industrial Insurance (workers' compensation coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82, RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 19.28, RCW;
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. Provide names of Subcontractors and use qualified firms: Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements

of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.

D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.

E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:

1. **Effective only after termination and Owner approval:** The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and

2. **Owner assumes Contractor's responsibilities:** After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.

3. **Impact of bond:** The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

A. **Contractor warranty of Work:** In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.

B. **Contractor responsibilities:** With respect to all warranties, express or implied, for Work performed or

materials furnished according to the Contract Documents, Contractor shall:

1. **Obtain warranties:** Obtain all warranties that would be given in normal commercial practice;
2. **Warranties for benefit of Owner:** Require all warranties to be executed, in writing, for the benefit of Owner;
3. **Enforcement of warranties:** Enforce all warranties for the benefit of Owner, if directed by Owner; and
4. **Contractor responsibility for subcontractor warranties:** Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.

C. **Warranties beyond Final Acceptance:** The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

A. In performing work and services hereunder, the Contractor, its employees, agents, and representatives, shall be acting as independent contractors, and shall not be deemed or construed to be employees or agents of STA in any manner whatsoever. The Contractor shall not hold itself out as, nor claim to be, an officer or employee of STA by reason hereof, and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of STA. The Contractor shall be solely responsible for any claims for wages or compensation by the Contractor's employees, agents, and representatives, and shall save and hold STA harmless therefrom.

B. To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless STA and all of STA's officers, employees, and agents from and against all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing work and services under this Agreement. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, the Contractor shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Contractor, and all judgments that may be obtained against STA, or any of its officers, agents, or employees in such suits. Further, the Contractor waives immunity under the Industrial Insurance Act and assumes all liability for actions brought by him or his employees against STA for injuries in the performance of this Agreement. The Contractor represents this provision has been negotiated with STA.

C. To the maximum extent permitted by law, STA shall indemnify and hold harmless the Contractor and all of Contractor's officers, employees, and agents from and against all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of STA, or STA's employees, agents, and

representatives while engaged in the business of public transportation and with respect to its duties and obligations as fee owner of the real property which Contractor has been engaged to manage. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, STA shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by Contractor, any penalties imposed on Contractor or STA, and all judgments that may be obtained against Contractor, or any of its officers, agents, or employees in such suits. STA represents this provision has been negotiated with Contractor.

Part 6- PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner (“Schedule of Values”). The approved Schedule of Values shall include appropriate amounts for mobilization and demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Project closeout costs should be scheduled independent of any retainage amount. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

A. **Statement of Intent to Pay Prevailing Wages:** The Statement of Intent to Pay Prevailing Wages for the Contractor and each Subcontractor must be on file with the Owner before commencement of work and before the first payment can be made.

B. **Monthly Application for Payment with substantiation:** At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values.

1. Each Application for Payment must include a statement that prevailing wages have been paid by the contractor in accordance with the pre-filed statement or statements of Intent to Pay prevailing wages on file.
2. If federally funded, certified weekly payrolls must be submitted with Application for Payment.
3. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by the Owner.

4. **Payment Application Times -** Progress payments will be made only for actual work performed or materials delivered.
5. **Payment Application Forms -** Use the Form for Applications for Payment included in the addenda or preapproved format.
6. **Include amounts of Change Orders and Construction Change Directives** issued prior to the last day of the construction period covered by the application.
7. **Transmittal-** Submit three (3) executed copies of each Application for Payment to the Owner by means ensuring receipt within twenty-four (24) hours; one (1) copy shall be complete, including waivers of lien and similar attachments, when required.
8. **Transmit each copy with a transmittal form** listing attachments, and recording appropriate information related to the application in a manner acceptable to the Owner.
9. **Waivers of Mechanics Lien:** With each Application for Payment, submit waivers of lien from every entity who may lawfully be entitled to file a lien arising out of the Contract, and related to the work covered by the payment.
10. **The Contractor shall be paid, upon the submission of proper applications for payment, within thirty (30) days after STA’s approval of the Contractor’s application.**

C. **Contractor certifies Subcontractors paid:** By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03 are true and correct, to the best of Contractor’s knowledge, as of the date of the Application for Payment.

D. **Reconciliation of Work with Progress Schedule:** At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.

E. **Payment for material delivered to site or stored off-site:** If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:

1. **Suitable facility or location:** The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
2. **Facility or location within 10 miles of Project:** The facility or location is located within a 10-mile radius

of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. **Facility or location exclusive to Project's materials:** Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
4. **Insurance provided on materials in facility or location:** Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. **Facility or location locked and secure:** The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. **Owner right of access to facility or location:** Owner shall at all times have the right of access in company of Contractor;
7. **Contractor assumes total responsibility for stored materials:** Contractor and its surety assume total responsibility for the stored materials; and
8. **Contractor provides documentation and Notice when materials moved to site:** Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. **Owner to pay within 30 Days:** Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed **Application for Payment**. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. **Withholding retainage;** Options for retainage: When allowed by law, Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. **Title passes to Owner upon payment:** Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or

materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

- D. **Interest on unpaid balances:** Payments due and unpaid in accordance with the Contract Documents may bear interest as specified in chapter 39.76 RCW.

6.05 PAYMENTS WITHHELD

- A. **Owner's right to withhold payment:** Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 1. **Non-compliant Work:** Work not in accordance with the Contract Documents;
 2. **Remaining Work to cost more than unpaid balance:** Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. **Owner correction or completion Work:** Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. **Contractor's failure to perform:** Contractor's failure to perform in accordance with the Contract Documents; or
 5. **Contractor's negligent acts or omissions:** Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. **Owner to notify Contractor of withholding for unsatisfactory performance:** In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76, RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: chapters 39.08 and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic

routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. **Prior Occupancy defined; Restrictions:** Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. **Damage; Duty to repair and warranties:** Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL INSPECTION, FINAL COMPLETION, ACCEPTANCE, AND PAYMENT (PROJECT CLOSE-OUT)

- A. **Final Inspection.** On receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- B. The Owner will repeat the inspection once when requested and assured that the work has been substantially completed. Subsequent inspections necessary to assure that the work has been substantially completed will be charged at the Owner representative's normal billing rate and a Construction Change Directive will be prepared to deduct the representative's charges from the Contract Sum.
1. The Owner will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.
 2. Upon completion of reinspection, the Owner will prepare a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

- C. Before requesting final inspection for certification of final acceptance and final payment, Contractor must complete the following:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes, if applicable, to the Contract Sum.
 3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Owner.
 4. Submit a consent of surety to final payment.
 5. Submit a final liquidated damages settlement statement, if applicable.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 7. Closeout and final payment of this project may be contingent upon completion and resolution of a Davis-Bacon Prevailing Wage audit.
 8. Remove temporary protection and facilities installed for protection of the work during construction.
 9. Assurance that unsettled claims will be settled
 10. Assurance that work not complete and accepted will be completed without undue delay
 11. Transmittal of required project construction records to Owner
 12. Proof that taxes, fees, and similar obligations have been paid
 13. Removal of surplus materials (not belonging to STA), rubbish and similar elements
 14. Affidavit of Wages Paid certification
 15. If federally funded, submit final certified weekly payrolls.
 16. All required warranties have been written and submitted
- D. **Final Completion defined:** Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- E. **Final Acceptance defined:** Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any

obligations of these Contract Documents or the payment and performance, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

1. Final payment (retainage or release of bond where applicable) cannot be made until Release of Lien Notices have been received from the Washington State Department of Revenue, Employment Security Department, and the Department of Labor and Industries, if applicable.
- F. **Final payment waives Claim rights:** Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits identified in the Contract Documents.
- G. Prior to and/or contemporaneous with, Final Acceptance the following must be complete:
1. Contractor must submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents;
 2. Contractor must obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities; include occupancy permits, operating certificates, and similar releases as applicable;
 3. Contractor must complete final clean up requirements;
 4. Contractor must arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives;

Part 7 - CHANGES

7.01 CHANGE IN THE WORK

- A. **Changes in Work, Contract Sum, and Contract Time by Change Order:** Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. **Owner may request COP from Contractor:** If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other

period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

- C. **COP Negotiations:** Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. **Change Order as full payment and final settlement:** If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. **Failure to agree upon terms of Change Order; Final offer and Claims:** If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. **Field Authorizations:** The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project. The Field Authorization shall describe and include the following:
1. The Scope of work
 2. An agreed upon maximum not-to-exceed amount.
 3. Any estimated change to the Contract Time
 4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
 5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization Work until that work has been incorporated into an executed Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. **Contract Sum changes only by Change Order:** The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
2. **Owner fault or negligence as basis for change in Contract Sum:** If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. **Notice and record keeping for equitable adjustment:** A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. **Content of notice for equitable adjustment; Failure to comply:** Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- c. **Contractor to provide supplemental information:** Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - d. **Contractor to proceed with Work as directed:** Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. **Contractor to combine requests for same event together:** Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. **Methods for calculating Change Order amount:** The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. **Fixed Price:** On the basis of a fixed price as determined in paragraph 7.02B.
 - b. **Unit Prices:** By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. **Time and Materials:** On the basis of time and material as determined in paragraph 7.02D.
 4. **Fixed price method is default; Owner may direct otherwise:** When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or

of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing -- Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. **Breakdown and itemization of details on COP:** Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. **Use of industry standards in calculating costs:** All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. **Costs contingent on Owner's actions:** If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. **Markups on additive and deductive Work:** The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
5. **Breakdown not required if change less than \$1,000:** If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. **Breakdown required if change between \$1,000 and \$2,500:** If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.
7. **Components of increased cost:** Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:

a. **Craft labor costs:** These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:

- (1) **Basic wages and benefits:** Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
- (2) **Worker's insurance:** Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
- (3) **Federal insurance:** Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
- (4) **Travel allowance:** Travel allowance and/or subsistence, if applicable, shall be consistent with Owner's policy allowing reimbursement or allotment of amounts actual, reasonable, and necessary. Owner's full policy regarding Travel is available on request.
- (5) **Safety:** Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.

b. **Material costs:** This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.

c. **Equipment costs:** This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual

invoice costs or if owned, from the current edition of one of the following sources:

- (1) Associated General Contractors - Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
- (2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
- (3) The National Electrical Contractors Association for equipment used on electrical work.
- (4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Equipment Watch Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

- (1) **3% for contractor:** For Contractor, 3% of direct labor costs.
- (2) **5% for Subcontractors:** For Subcontractors, 5% of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

e. **Subcontractor costs:** This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

f. **Allowance for overhead:** This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary

construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

(1) Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:

(a) **Contractor markup on Contractor Work:** For Contractor, for any Work actually performed by Contractor's own forces, shall not exceed 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

(b) **Subcontractor markup for Subcontractor Work:** For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, shall not exceed 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

(c) **Contractor markup for Subcontractor Work:** For Contractor, for any work performed by its Subcontractor(s), shall not exceed 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.

(d) **Subcontractor markup for lower tier Subcontractor Work:** For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, shall not exceed 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) **Basis of cost applicable for markup:** The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a.-e.

(2) Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

(a) **Contractor markup on Contractor Work:** For Contractor, for any Work actually performed by Contractor's own forces, shall not exceed 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

(b) **Subcontractor markup for Subcontractor Work:** For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, shall not exceed 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

(c) **Contractor markup for Subcontractor Work:** For Contractor, for any Work performed by its Subcontractor(s), shall not exceed 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.

(d) **Subcontractor markup for lower tier Subcontractor Work:** For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, shall not exceed 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) **Basis of cost applicable for markup:** The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a.-e.

g. **Allowance for profit:** This Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

(1) **Contractor/Subcontractor markup for self-performed Work:** For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with 7.02B 7a.-e.

(2) **Contractor / Subcontractor markup for Work performed at lower tier:** For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, shall not exceed 4% of the subcontract cost developed in accordance with 7.02B 7a. - h.

h. **Insurance and bond premiums:** Cost of change in insurance or bond premium: This is defined as:

(1) **Contractor's liability insurance:** The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and

(2) **Payment and Performance Bond:** The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g. above.

C. Change Order Pricing -- Unit Prices

1. **Content of Owner authorization:** Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:

- a. **Scope:** Scope of work to be performed;
- b. **Reimbursement basis:** Type of reimbursement including pre-agreed rates for material quantities; and
- c. **Reimbursement limit:** Cost limit of reimbursement.

2. **Contractor responsibilities:** Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
- b. Leave access as appropriate for quantity measurement; and
- c. Not exceed any cost limit(s) without Owner's prior written approval.

3. **Cost breakdown consistent with Fixed Price requirements:** Contractor shall submit costs in accordance with Section 7.02B. and satisfy the following requirements:

- a. **Unit prices must include overhead, profit, bond and insurance premiums:** Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
- b. **Owner verification of quantities:** Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing -- Time-and-Material Prices

1. **Content of Owner authorization:** Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:

- a. **Scope:** Scope of Work to be performed;
 - b. **Reimbursement basis:** Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. **Reimbursement limit:** Cost limit of reimbursement.
2. **Contractor responsibilities:** Contractor shall:
- a. **Identify workers assigned:** Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. **Provide daily timesheets:** Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner’s review;
 - c. **Allow Owner to measure quantities:** Leave access as appropriate for quantity measurement;
 - d. **Perform Work efficiently:** Perform all Work in accordance with this section as efficiently as possible; and
 - e. **Not exceed Owner’s cost limit:** Not exceed any cost limit(s) without Owner’s prior written approval.
3. **Cost breakdown consistent with Fixed Price requirements:** Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. **Timesheets:** Labor detailed on daily time sheets; and
 - b. **Invoices:** Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. **COP requests for Contract Time:** The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. **Time extension permitted if not Contractor’s fault:** If the time of Contractor’s performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor’s changed time of performance is due to the fault or

negligence of Contractor, or anyone for whose acts Contractor is responsible.

- 4. **Notice and record keeping for Contract Time request:** A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
- 5. **Timing and content of Contractor’s Notice:** Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor’s written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner’s interests are prejudiced, constitute a waiver of Contractor’s right to an equitable adjustment.
- 6. **Contractor to provide supplemental information:** Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner’s interests are prejudiced, constitute a waiver of Contractor’s right to an equitable adjustment.
- 7. **Contractor to proceed with Work as directed:** Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. **Contractor to demonstrate impact on critical path of schedule:** Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor’s schedule attributable to the change of Work or event(s)

giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.

D. **Cost of change in Contract Time:** Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:

1. **Must be solely fault of Owner or A/E:** The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
2. **Procedures:** Contractor shall follow the procedure set forth in paragraph 7.03B;
3. **Demonstrate impact on critical path:** Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
4. **Limitations on daily costs:** The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. **Non-productive supervision of labor:** cost of nonproductive field supervision or labor extended because of the delay;
 - b. **Weekly meetings and indirect activities:** cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. **Temporary facilities or equipment rental:** cost of temporary facilities or equipment rental extended because of the delay;
 - d. **Insurance premiums:** cost of insurance extended because of the delay;
 - e. **Overhead:** general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

A. **A Claim is Contractor's remedy:** If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02, the Contract Time as provided in Section 7.03, or any dispute interpretation of the parties respective obligations and duties under the Contract documents Contractor's only remedy shall be to file a Claim with Owner as provided in this section.

B. **Claim filing deadline for Contractor:** Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with Section 7.01E or by the date of Final Acceptance, whichever occurs first.

C. **Claim must cover all costs and be documented:** The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:

1. **Factual statement of Claim:** A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim.
2. **Dates:** The date on which facts arose that gave rise to the claim.
3. **Owner and A/E employee's knowledgeable about Claim:** The name of each employee of Owner or A/E knowledgeable about the Claim;
4. **Support from Contract Documents:** The specific provisions of the Contract Documents which support the Claim;
5. **Identification of other supporting information:** The identification of any documents and the substance of any oral communications that support the Claim;
6. **Copies of supporting documentation:** Copies of any identified documents, other than the Contract Documents, that support the Claim;
7. **Details on Claim for Contract Time:** If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
8. **Details on Claim:** for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
9. **Statement certifying Claim:** A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner

Part 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS

is liable.

- D. **Owner’s Contracting Officer’s response to Claim filed:** After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner’s Contracting Officer shall respond, in writing, to Contractor as follows:

1. **Response time for Claim less than \$50,000:** If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or

2. **Response time for Claim of \$50,000 or more:** If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

- E. **Contracting Officer’s review of Claim and finality of decision:** To assist in the review of Contractor’s Claim, Owner’s Contracting Officer may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner’s Contracting Officer’s written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.

- F. **Waiver of Contractor rights for failure to comply with this Section:** Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

- G. **Finality of Owner’s Contracting Officer’s Decision:** This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer (“CEO”) of STA. STA CEO review of the Contracting Officer’s decision is limited to a review and decision issued on the same record presented to the Contracting Officer.

- H. **Appeal procedure:** In connection with appeal to CEO, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the CEO shall be binding upon the Contractor and the Contractor shall abide by the decision. The only available review is by an arbitrator as provided below and the applicable standard of review is whether the CEO’s decision was arbitrary and capricious.

8.02 ARBITRATION

- A. **Timing of Contractor’s demand for review of CEO’s decision by third-party neutral (arbitration):** If Contractor disagrees with STA’s CEO’s decision rendered in accordance with paragraph H above, Contractor shall provide Owner with a written demand for review by a third-party neutral (arbitration). No demand for arbitration of

any such Claim shall be made later than 30 Days after the date of the CEO’s decision on such Claim; failure to demand arbitration within said 30 Days period shall result in the CEO’s decision being final and binding upon Contractor and its Subcontractors.

- B. **Selection of the third-party neutral (Arbitrator):** The parties shall mutually select a third-party neutral to review the parties’ claims within the confines of the decision issued by the CEO. If the parties are unable to mutually select a third-party neutral, they shall each appoint a neutral and the two appointed neutrals shall agree to the appointment of the third-party neutral who will preside over the matter.
- C. **Standard of review:** The arbitrator’s review shall be limited to determining whether the CEO acted arbitrarily and capriciously in issuing its decision. Decisions issued under the Administrative Procedures Act may guide the arbitrator in determining whether the CEO acted arbitrarily and capriciously.
- D. **Costs of Arbitration:** The costs of arbitration will be borne by the party against whom judgment is issued. To the extent neither party substantially prevails at arbitration, the parties will split equally the costs associated with the arbitration.
- E. **Arbitration is forum for resolving Claims other than those identified under Part 8 above:** All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- F. **Owner may combine Claims into same arbitration:** Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- G. **Settlement outside of arbitration to be documented in Change Order:** If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. **Owner may audit Claims:** All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. **Contractor to make documents available:** In support of Owner audit of any Claim, Contractor shall, upon request,

promptly make available to Owner the following documents:

1. Daily time sheets and supervisor's daily reports;
2. Collective bargaining agreements;
3. Insurance, welfare, and benefits records;
4. Payroll registers;
5. Earnings records;
6. Payroll tax forms;
7. Material invoices, requisitions, and delivery confirmations;
8. Material cost distribution worksheet;
9. Equipment records (list of company equipment, rates, etc.);
10. Vendors', rental agencies', Subcontractors', and agents' invoices;
11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
12. Subcontractors' and agents' payment certificates;
13. Cancelled checks (payroll and vendors);
14. Job cost report, including monthly totals;
15. Job payroll ledger;
16. Planned resource loading schedules and summaries;
17. General ledger;
18. Cash disbursements journal;
19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
24. Work sheets, software, and all other documents used by Contractor to prepare its bid

- C. **Contractor to provide facilities for audit and shall cooperate:** The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

Part 9 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. **7 Day Notice to Terminate for Cause:** Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. **Contractor fails to prosecute Work:** Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. **Contractor bankrupt:** Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. **Contractor fails to correct Work:** Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. **Contractor fails to supply workers or materials:** Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. **Contractor failure to pay Subcontractors or labor:** Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. **Contractor violates laws:** Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. **Contractor in material breach of Contract:** Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. **Owner's actions upon termination:** Upon termination, Owner may at its option:
1. **Take possession of Project site:** Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. **Accept assignment of Subcontracts:** Accept assignment of subcontracts pursuant to Section 5.20; and
 3. **Finish the Work:** Finish the Work by whatever other reasonable method it deems expedient.
- C. **Surety's role:** Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. **Contractor's required actions:** When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not

be entitled to receive further payment until the Work is accepted.

- E. **Contractor to pay for unfinished Work:** If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. **Contractor and Surety still responsible for Work performed:** Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. **Conversion of "Termination for Cause" to "Termination for Convenience":** If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. **Owner Notice of Termination for Convenience:** Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. **Contractor response to termination Notice:** Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. **Cease Work:** Stop performing Work on the date and as specified in the notice of termination;
 2. **No further orders or Subcontracts:** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. **Cancel orders and Subcontracts:** Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. **Assign orders and Subcontracts to Owner:** Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. **Take action to protect the Work:** Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. **Continue performance not terminated:** Continue performance only to the extent not terminated.

7. **Owner's Property.** If the Contractor has any property in its possession belonging to STA, the Contractor will account for the same, and return it to STA or dispose of it in the manner STA directs.

- C. **Terms of adjustment in Contract Sum if Contract Terminated:** If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. **Owner to determine whether to adjust Contract Time:** If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

Part 10 MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the Superior Court of Spokane County, Washington.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday.

10.07 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors created or used for the Project, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor, or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

END OF SECTION 007200.1

**Spokane Transit Authority Public Works Construction Project
Supplemental Conditions
(Including Federal Transit Administration Conditions)
Public Works Contract #2018-10110**

The following Supplemental Conditions are in addition to the General Conditions for Spokane Transit Authority Public Works Construction Projects and shall be complied with and interpreted as if contained therein.

Federal Privacy Act Requirements

CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. #552(a). CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this contract.

CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

No Government Obligation to Third Parties

- 1) STA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to STA, CONTRACTOR, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract.
- 2) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

- 1) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. #3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this procurement. Upon execution of this contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.
- 2) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. #5307, the Government reserves the right to impose the penalties of 18 U.S.C. #1001 and 49 U.S.C. #5307 (n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
- 3) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

- 1) CONTRACTOR agrees to provide STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO contractor access to Company's records and construction sites pertaining to a major capital project, defined in 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. CONTRACTOR also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview Company's employees during work hours on the job.
- 2) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Federal Requirements and Changes

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement [Form FTA MA(21) dated October 1, 2014; available at <http://www.fta.dot.gov/documents/21-Master.pdf>] between STA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

Title VI Civil Rights Requirements

- 1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity or age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue
- 2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
 - a) Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR, Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," Executive Order No. 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note) and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity, or age. 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. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- c) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities. . In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- d) CONTRACTOR also agrees to include these requirements in each sub-agreement financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE)

- 1) Policy: It is the policy of the Department of Transportation and STA that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have equal access to participation in the performance of Agreements financed in whole or part with Federal funds under this Agreement.
- 2) DBE Obligations: CONTRACTOR and its subcontractors agree to make good faith efforts to ensure that disadvantaged businesses have an equal opportunity to participate in the performance of Agreements and subcontracts financed in whole, or in part, with Federal funds provided under this Agreement. In this regard, CONTRACTOR shall make a good faith effort to ensure that disadvantaged businesses have an equal opportunity to compete for and perform Agreements.
- 3) Non-Discrimination: CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Agreements. Failure by CONTRACTOR to carry out these requirements and the requirements of this section (paragraph 1.23) is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- 4) DBE Liaison: STA has designated a DBE Liaison to assist disadvantaged business enterprises and has the authority to administer STA's DBE program. Inquiries and requests concerning STA's DBE program and information for certification shall be directed to:

DBE Liaison
Spokane Transit Authority
1230 W.
Spokane, WA, 99201, (509) 325-6032

- 5) DBE Delegation and Assignment: If a DBE subcontractor is unable to perform the work contracted for, the prime contractor must either replace the subcontractor with another DBE or show STA that good faith efforts to do so have been made. Failure by the prime contractor to comply may result in monetary penalties and partial or total termination for default with re-solicitation costs to the prime contractor or its bond.
Company Reporting Requirements: STA shall use the prime contractor's commitment to DBE subcontract participation submitted with its bids as the prime contractor's goal for the Agreement. However, the prime contractor shall not be credited with DBE participation until actual payment has been made to the DBE subcontractors involved. Therefore, contractors shall be required to submit with each payment request the amounts earned by DBE subcontractors and to be paid to DBE subcontractors upon STA's progress payment. In addition, prime contractors shall be required to submit verification of receipt of previous payments by DBE subcontractors. Upon receipt of payment verification, prime contractors shall receive credit against their goal. STA will require prime contractors to maintain records and documents of payments to DBE's for three years following the performance of the Agreement. These records will be made available for inspection upon request by any authorized representative of STA or DOT. This reporting requirement also extends to any certified DBE subcontractor. STA will keep a record of payments to DBE firms for work committed to them at the time of

Agreement award. STA may also perform audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

- 6) CONTRACTOR agrees to use his/her best efforts to carry out a policy in the award of subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize disadvantaged business enterprises consistent with the efficient performance of the contract.

Prompt Payment of Subcontractors

The CONTRACTOR is required to make payment to subcontractors within thirty days from the receipt of each payment the prime contractor receives from STA for satisfactorily completed subcontractor work from STA, whether such payment is a progress or final payment. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed. If payment disputes arise between the prime contractor and subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subcontractors. The prime contractor shall specify in its subcontract agreement what dispute resolution method will be used. In addition, prime contractors will not be paid for subcontractors' work unless the prime contractor can show that a prompt payment method for subcontractors is in place. Prime contractors shall be required to provide copies of the subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subcontractor for non-compliance with this section.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. All the contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013, as amended, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any STA requests which would cause STA to be in violation of the FTA terms and conditions.

Energy Conservation

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

Davis-Bacon Act Requirements for Construction Contracts

1) Minimum wages

- a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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 29 CFR Part 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 classifications and wage rates conformed under 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.

2) Classifications

- a) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii) The classification is utilized in the area by the construction industry; and
 - iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- b) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.
- c) 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 shall 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.
- d) The wage rate (including fringe benefits where appropriate) determined pursuant to 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.

3) 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.

4) 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.

5) Additional Classifications

- a) The contracting officer shall require that any class of laborers or mechanics 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii) The classification is utilized in the area by the construction industry; and

- iii) 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 contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. 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.
 - c) 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 shall 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 with 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) The wage rate (including fringe benefits where appropriate) determined pursuant to 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.
- 6) Withholding-STA shall upon its own action or upon written request of 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, STA 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.
- 7) Payrolls and basic records
- a) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.
 - b) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Spokane Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- c) 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:
 - i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - ii) 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;
 - iii) 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.
 - d) 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 this section.
 - e) 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.
 - f) The contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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 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.
- 8) Apprentices and trainees –
- a) 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance

- with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.
- b) 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.
 - c) 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.
- 9) 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 Federal Transit Administration may by appropriate instructions require, 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.
 - 10) 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.
 - 11) 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.
 - 12) 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 - 13) Certification of eligibility
 - a) 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).
 - b) 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).
 - c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.

Regulations Pursuant to The Copeland "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations of the Secretary of Labor, U.S. Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874; (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3, and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to ensure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

Termination

This clause may be found at Paragraph 9 of the General Conditions document.

Affirmative Action Notice Requirements

The Contractor agrees to comply with the provisions of 41 CFR 60-4.2(d) and also agrees to include these requirements in all Federal and Federally assisted construction subcontracts, in excess of \$10,000.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
Until further notice	2.8	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Standard Federal Equal Employment Opportunity Construction Contract Specifications

The CONTRACTOR agrees to comply with the Standard Federal Equal Employment Opportunity Contract Specifications (41 CFR 60-4.3) and also agrees to include these requirements in all Federal and federally assisted construction subcontracts, in excess of \$10,000.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the

Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address,

telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

Recycled Products/Recovered Materials

CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 CFR Parts 1200 and 180. As such, the CONTRACTOR is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Spokane Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Spokane Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Buy America Requirements

If applicable, CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

Resolutions of Disputes, Breaches, or Other Litigation

[Note: This clause may be found at Paragraph 8 of the General Conditions document.]

Lobbying

Contractors shall provide the certification required by 49 CFR part 20, “New Restrictions on Lobbying” in its bid or proposal. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall 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 STA.

Clean Air and Water Requirements

CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use of nonexempt federal Agreements, grants or loans, of facilities included on the EPA List for Violating Facilities. CONTRACTOR agrees to report each violation to STA and understands and agrees that STA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Contract Work Hours & Safety Standards Act

- 1) Overtime Requirements. No Company or sub-agreement or contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which they are employed on such work to work in excess of forty hours per week 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 work week.
- 2) Liability for Unpaid Wages and Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, CONTRACTOR and any sub-agreement or responsible therefore shall be liable for the unpaid wages and applicable 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 subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 each for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- 3) Withholding for Unpaid Wages and Liquidated Damages. The U.S. Department of Transportation (DOT) or STA shall, upon its own action or upon written request of an authorized representative of the DOT, withhold or cause to be withheld, from any monies payable on account of work performed by CONTRACTOR or subcontractor under this Agreement or any other federally-assisted Agreement subject to the Agreement 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 Company or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- 4) Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontract the clauses set forth in subparagraphs A through E of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through E of this section.

Performance and Payment Bonding Requirements (Construction)

1. The Contractor shall be required to obtain performance and payment bonds as follows:
 - a. Performance bonds
 - i. The penal amount of performance bonds shall be 100 percent of the original contract price.
 - b. Payment bonds
 - i. The penal amount of the payment bonds shall equal:
 1. Fifty percent of the contract price if the contract price is not more than \$1 million.
 2. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 3. Two and one half million if the contract price is more than \$5 million.
 - c. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

ADA

STA and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612; and the following regulations and any amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
- 5) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- 6) General Services Administration regulations, "Construction and Alteration of Public Buildings", "Accommodations for the Physically Handicapped", 41 C.F.R. Part 101-19;
- 7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;
- 8) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
- 9) FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 60

END OF SECTION 007200.2

Spokane Transit Authority Public Works Construction Project Special Conditions

1. LABOR PROVISIONS - NONCONSTRUCTION CONTRACTS

- A. 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 work week in which they are employed on such work to work in excess of forty hours per week 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 work week.
- B. Liability for Unpaid Wages and Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR § 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and applicable 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 subparagraph (b)(1) of 29 CFR § 5.5 in the sum of \$10 each for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR § 5.5.
- C. Withholding for Unpaid Wages and Liquidated Damages. The U.S. Department of Transportation (DOT) or STA shall, upon its own action or upon written request of an authorized representative of the DOT, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under this contract 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 subparagraph (b)(2) of 29 CFR § 5.5.
- D. Nonconstruction Grants. 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.
- E. Subcontracts. The Contractor or subcontractor shall insert in any subcontract the clauses set forth in subparagraphs A through E of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A through E of this section.

2. CONFLICT OF INTEREST

No employee, officer, or agent of STA shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. the employee, officer, or agent;
- B. any member of his immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ an employee, officer, or agent of STA has a financial or other interest in the firm, Contractor or subcontractor selected for award.

3. EMPLOYEE SOLICITATION

Vendor, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Vendor's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Vendor if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership, (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Vendor or any of Vendor's affiliates, subsidiaries or connected business. This subparagraph shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Vendor recognizes and acknowledges that STA's employees may receive training and other benefits from the contractual relationship with STA because of STA's assignment of employees to work in connection with Vendor's contract. Vendor agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

4. "MOST FAVORED NATION" STATUS

The Vendor represents and warrants that the cost of goods and services provided and the hourly and overhead rates that it will charge to STA are no greater than the costs and rates charged to any other public entity for a Federally funded project for similar services.

END OF SECTION 007300

Washington State Prevailing Wages For Spokane County

In the preparation of its bid, based on these specifications, the bidder is solely responsible to:

1. use the prevailing wage schedule in effect at the bid opening date and time; and
2. determine the appropriate labor classification(s); and utilize the appropriate and correct prevailing wage and benefit rate(s).

The State of Washington Department of Labor and Industries issues revised wage schedules twice per year (every 6 months) which become effective approximately the first of March and the last of August. The wage schedule that will apply to this bid will be the schedule in effect at the time and date of the actual bid opening (the published date including any changes made through the issue of addenda). Therefore the bidder is cautioned to be mindful that addendum changing the bid opening date could make the enclosed schedule obsolete. The bidder is solely responsible to determine what schedule is applicable to the bid and to use that schedule in the preparation of its bid.

The Prevailing Wage Documents for Public Works from the Washington State Department of Labor and Industries for Spokane County may be found on the Department of Labor and Industries website located at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

Questions should be referred to the State of Washington Department of Labor & Industries, 901 North Monroe, Suite 100, Spokane, Washington, phone (509) 324-2600 or to PO Box 44540, Olympia WA 98504-4540, phone (360) 902-5335 or Fax (360) 902-5300. Printed copies of the current prevailing wage forms are available upon request.

It is the responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications.

END OF SECTION 007346.1

Davis Bacon Wage Determinations For Spokane County

Disclaimer: Contractor will be responsible for accessing the Davis Bacon Wage Determinations website to verify the published rate schedule and classifications.

<http://www.wdol.gov>

It is the responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications.

END OF SECTION 007346.2

"General Decision Number: WA20190001 06/14/2019

Superseded General Decision Number: WA20180001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	02/15/2019
3	05/03/2019
4	05/24/2019
5	06/14/2019

CARP0001-008 06/01/2018

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 33.40	16.40
GROUP 2.....	\$ 45.42	18.83
GROUP 3.....	\$ 34.52	16.40
GROUP 4.....	\$ 34.52	16.40
GROUP 5.....	\$ 77.52	16.40
GROUP 6.....	\$ 37.76	16.40
GROUP 7.....	\$ 38.76	16.40
GROUP 8.....	\$ 35.52	16.40
GROUP 9.....	\$ 41.76	16.40

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-60 MILES	FREE
ZONE 2	61-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot

101-150 feet \$3.00 per foot

151-220 feet \$4.00 per foot

221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free

26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as

follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 37.64	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
DRYWALL.....	\$ 37.64	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIVERS.....	\$ 38.71	16.83

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.

ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities

ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0770-003 06/01/2018

Rates Fringes

CARPENTER

CENTRAL WASHINGTON:

CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES

CARPENTERS ON CREOSOTE

MATERIAL.....\$ 29.15 13.93

CARPENTERS.....\$ 29.05 13.93

DIVERS TENDER.....\$ 48.59 16.12

DIVERS.....\$ 97.43 16.12

MILLWRIGHT AND MACHINE

ERECTORS.....\$ 45.42 16.12

PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED

MATERIAL, ALL PILING.....\$ 44.17 13.93

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- Seattle Olympia Bellingham
Auburn Bremerton Anacortes
Renton Shelton Yakima
Aberdeen-Hoquiam Tacoma Wenatchee
Ellensburg Everett Port Angeles
Centralia Mount Vernon Sunnyside
Chelan Pt. Townsend

Zone Pay:

- 0 -25 radius miles Free
26-35 radius miles \$1.00/hour

36-45 radius miles \$1.15/hour
 46-55 radius miles \$1.35/hour
 Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
 AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
 Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
 26-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

CARP0770-006 06/01/2018

Rates Fringes

CARPENTER

WESTERN WASHINGTON:

CLALLAM, GRAYS HARBOR,
 ISLAND, JEFFERSON, KING,
 KITSAP, LEWIS (excludes
 piledrivers only), MASON,
 PACIFIC (North of a
 straight line made by
 extending the north
 boundary line of Wahkiakum
 County west to the Pacific
 Ocean), PIERCE, SAN JUAN,
 SKAGIT, SNOHOMISH,
 THURSTON AND WHATCOM
 COUNTIES

BRIDGE CARPENTERS.....	\$ 43.92	16.12
CARPENTERS ON CREOSOTE		

MATERIAL.....	\$ 44.02	16.12
CARPENTERS.....	\$ 43.92	16.12
DIVERS TENDER.....	\$ 48.59	16.12
DIVERS.....	\$ 97.48	16.12
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 45.42	16.12
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 44.17	16.12

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

 ELEC0046-001 02/04/2019

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 58.84	22.48
ELECTRICIAN.....	\$ 53.49	22.31

 * ELEC0048-003 01/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.85	23.57

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour
 Zone 2: 51-70 miles \$3.50/hour
 Zone 3: 71-90 miles \$5.50/hour
 Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

 ELEC0048-029 01/01/2019

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.85	23.57

 ELEC0073-001 01/01/2019

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 34.30	18.88

 ELEC0076-002 08/31/2018

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

Rates	Fringes
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CABLE SPLICER.....	\$ 48.06	23.23
ELECTRICIAN.....	\$ 43.69	23.10

ELEC0112-005 06/01/2018

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 45.68	20.60
ELECTRICIAN.....	\$ 43.50	20.54

ELEC0191-003 06/01/2018

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 44.95	21.42

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

ENGI0302-003 06/01/2018

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 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 44.44	19.97
Group 1AA.....	\$ 45.09	19.97
Group 1AAA.....	\$ 45.73	19.97
Group 1.....	\$ 43.79	19.97
Group 2.....	\$ 43.23	19.97
Group 3.....	\$ 42.74	19.97
Group 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom

(including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

ENGI0370-002 06/01/2018

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

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 27.51	15.95
GROUP 2.....	\$ 27.83	15.95
GROUP 3.....	\$ 28.44	15.95
GROUP 4.....	\$ 28.60	15.95
GROUP 5.....	\$ 28.76	15.95
GROUP 6.....	\$ 29.04	15.95
GROUP 7.....	\$ 29.31	15.95
GROUP 8.....	\$ 30.41	15.95

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar);

Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches

& Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vector guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$.50 over scale
Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

ENGI0612-001 09/28/2018

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97

GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in
height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft
of boom (including jib with attachments); Crane-overhead,
bridge type, 45 tons thru 99 tons; Derricks on building
work; Excavator, shovel, backhoes over 3 yards and under 6
yards; Hard tail end dump articulating off-road equipment
45 yards and over; Loader- overhead, 6 yards to, but not
including, 8 yards; Mucking machine, mole, tunnel, drill
and/or shield; Quad 9 HD 41, D-10; Remote control operator
on rubber tired earth moving equipment; Rollagon; Scrapers-
self-propelled 45 yards and over; Slipform pavers;
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft

type); Forklifts-under 3000 lbs. with attachments;
Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and
under; Oil distributors, blower distribution and mulch
seeding operator; Pavement breaker; Posthole
digger-mechanical; Power plant; Pumps-water; Rigger and
Bellman; Roller-other than plant mix; Wheel Tractors,
farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 09/28/2018

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in

height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane

oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

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H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35

GROUP 6.....\$ 33.05 14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plant and or Wet mix three (3) units or more;
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments);
Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over;
Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib;
Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and

including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty

thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting

Machine; Concrete, Internal Full Slab Vibrator Operator;
Concrete, Joint Machine; Concrete, Mixer single drum, any
capacity; Concrete, Paving Machine eight foot (8') or less;
Concrete, Planer; Concrete, Pump; Concrete, Pump Truck;
Concrete, Pumpcrete Operator (any type); Concrete, Slip
Form Pumps, power driven hydraulic lifting device for
concrete forms; Conveyored Material Hauler; Crane, Boom
Truck under twenty (20) tons; Crane, Boom Type lifting
device, five (5) ton capacity or less; Drill, Directional
type less than twenty thousand (20,000) lbs. pullback; Fork
Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist
Operator, single drum; Hydraulic Backhoe track type up to
and including twenty thousand (20,000) lbs.; Hydraulic
Backhoe wheel type (any make); Laser Screed; Loaders,
rubber-tired type, less than twenty five thousand (25,000)
lbs.; Pavement Grinder and/or Grooving Machine (riding
type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer
or similar types; Pump Operator, more than five (5) pumps
(any size); Rail, Ballast Compactor, Regulator, or Tamper
machines; Service Oiler (Greaser); Sweeper Self-Propelled;
Tractor, Rubber-Tired, fifty (50) HP flywheel and under;
Trenching Machine Operator, maximum digging capacity three
foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power
Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck
Mounted Asphalt Spreader, with Screed; Auger Oiler;
Boatman; Bobcat, skid steer (less than one (1) yard);
Broom, self-propelled; Compressor Operator (any power)
under 1,250 cu. ft. total capacity; Concrete Curing Machine
(riding type); Concrete Saw; Conveyor Operator or
Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler;
Deckhand; Drill, Directional Locator; Fork Lift; Grade
Checker; Guardrail Punch Oiler; Hydrographic Seeder
Machine, straw, pulp or seed; Hydrostatic Pump Operator;

Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump
(any power); Rail, Brakeman, Switchman, Motorman; Rail,
Tamping Machine, mechanical, self-propelled; Rigger; Roller
grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 07/01/2018

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.18	27.82

IRON0029-002 05/01/2018

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.00	27.87

IRON0086-002 07/01/2018

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.18	27.82

IRON0086-004 07/01/2018

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.81	28.22

LABO0238-004 06/01/2018

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th
Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE,
STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 24.84	12.35
GROUP 2.....	\$ 26.94	12.35
GROUP 3.....	\$ 27.21	12.35
GROUP 4.....	\$ 27.48	12.35
GROUP 5.....	\$ 27.76	12.35
LABORER (SPOKANE)		
GROUP 1.....	\$ 24.74	12.45
GROUP 2.....	\$ 26.84	12.45
GROUP 3.....	\$ 27.11	12.45
GROUP 4.....	\$ 27.38	12.45
GROUP 5.....	\$ 27.66	12.45

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to

include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

LABO0238-006 06/01/2018

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 27.75	12.25

LABO0242-003 06/01/2018

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 26.05	11.49
GROUP 2.....	\$ 29.83	11.49
GROUP 3.....	\$ 37.27	11.49
GROUP 4.....	\$ 38.19	11.49
GROUP 5.....	\$ 38.80	11.49

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,

TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter

Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A:

utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0252-010 06/01/2018

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 26.05	11.49
GROUP 2.....	\$ 29.83	11.49
GROUP 3.....	\$ 37.27	11.49
GROUP 4.....	\$ 38.19	11.49
GROUP 5.....	\$ 38.80	11.49

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond,

aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0292-008 06/01/2018

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 26.05	11.49
GROUP 2.....	\$ 29.83	11.49
GROUP 3.....	\$ 37.27	11.49
GROUP 4.....	\$ 38.19	11.49
GROUP 5.....	\$ 38.80	11.49

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator

Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier;

Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

Rates Fringes

Laborers:

ZONE 1:

GROUP 1.....	\$ 31.72	11.49
GROUP 2.....	\$ 32.38	11.49
GROUP 3.....	\$ 32.87	11.49
GROUP 4.....	\$ 33.29	11.49
GROUP 5.....	\$ 28.98	11.49
GROUP 6.....	\$ 26.31	11.49
GROUP 7.....	\$ 22.78	11.49

Zone Differential (Add to Zone 1 rates):

- Zone 2 \$ 0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city all.
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunitite Nozzleman Tender; Gunitite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool

Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Guniting Nozzlemans; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemans; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2018

Rates

Fringes

Hod Carrier.....\$ 31.72 11.49

LABO0348-003 06/01/2018

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA
COUNTIES

Rates Fringes

LABORER

GROUP 1.....	\$ 22.23	11.49
GROUP 2.....	\$ 25.48	11.49
GROUP 3.....	\$ 27.89	11.49
GROUP 4.....	\$ 28.56	11.49
GROUP 5.....	\$ 29.04	11.49

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter
Tender; Cement Finisher Tender; Change House or Dry Shack;
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;
Demolition (wrecking and moving including charred
material); Ditch Digger; Dump Person; Fine Graders;
Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous
Waste Worker (Level C: uses a chemical "splash suit" and
air purifying respirator); Maintenance Person; Material
Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale
Person; Sloper Sprayer; Signal Person; Stock Piler; Stake
Hopper; Toolroom Man (at job site); Topper-Tailer; Track
Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.);
Clary Power Spreader; Concrete Dumper/Chute Operator;
Concrete Saw Operator; Drill Operator (hydraulic, diamond,
aiartrac); Faller and Bucker Chain Saw; Grade Checker and

Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2018

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 30.50	15.73

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,

MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 23.51	11.94
High work - All work 60 ft. or higher.....	\$ 24.26	11.94
Spray and Sandblasting.....	\$ 23.51	11.94

PAIN0055-006 07/01/2018

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 35.02	12.06

PLAS0072-004 06/01/2018

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 29.07	14.13

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

* PLAS0528-001 06/01/2019

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 44.43	18.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 44.93	18.04
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 44.93	18.04
TROWLING MACHINE OPERATOR ON COMPOSITION.....	\$ 43.13	17.44

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CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 32.87	17.62

CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 32.87	17.62
CEMENT MASONS.....	\$ 31.50	17.62
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 32.19	17.62

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

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CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHAKIYAKUM COUNTIES

Rates Fringes

Truck drivers:

ZONE 1

GROUP 1.....	\$ 28.52	14.62
GROUP 2.....	\$ 28.64	14.62
GROUP 3.....	\$ 28.78	14.62
GROUP 4.....	\$ 29.05	14.62
GROUP 5.....	\$ 29.27	14.62
GROUP 6.....	\$ 29.45	14.62
GROUP 7.....	\$ 29.65	14.62

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of:

up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including

15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 01/01/2018

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

Rates Fringes

Truck drivers:

 ZONE A:

GROUP 1:.....	\$ 35.63	18.67
GROUP 2:.....	\$ 34.79	18.67
GROUP 3:.....	\$ 31.98	18.67
GROUP 4:.....	\$ 27.01	18.67

GROUP 5:.....\$ 35.18 18.67

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site;

Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-

encapsulated suit with a self-contained breathing apparatus
or a supplied air line.

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ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA
COUNTIES

Rates Fringes

Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams,
Chelan, Douglas, Ferry,
Grant, Kittitas, Lincoln,
Okanogan, Pen Oreille,
Spokane, Stevens, and Whitman
Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40

GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.);

Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end,

bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air is conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of
each year, to reflect a weighted average of the current
negotiated/CBA rate of the union locals from which the rate is
based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Purchase contracts.
5. Owner-furnished products.
6. Contractor-furnished, Owner-installed products.
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.
11. Miscellaneous provisions.

- B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Division Street Stops – Phase 2

1. Project Location: Various sites, Spokane, WA.

- B. Agency: Spokane Transit Authority.

1. Owner's Representative: Ryan Brodwater

- C. Engineer: Coffman Engineers, 10 N. Post Street, Suite 500, Spokane WA 99201.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Enhancements to multiple bus stops including demolishing existing concrete or vegetation, constructing new concrete sidewalk, ADA pads, shelter pads, and resetting bus stop signs and posts.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 AGENCY-FURNISHED PRODUCTS

- A. Agency will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Agency-furnished products.

B. Agency-Furnished Products:

1. Bus Shelters.

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

- B. Adjacent Public Streets: Contractor shall maintain travel in both directions along the adjacent streets at all times. The Contractor is responsible for appropriate traffic control and flaggers, per City and MUTCD standards, to temporarily reduce streets to one lane for construction methods. Both lanes of traffic will need to be open at the end of each work day.

- C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas indicated in the drawings.
2. Passenger Car Driveways, Walkways and Passenger Car Entrances: Keep driveways and entrances serving premises clear and available to the Agency and Owner, Agency and Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Do not use Bus driveways or entrances.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. Partial Agency Occupancy: Cooperate with Agency during construction operations to minimize conflicts and facilitate Agency usage. Perform the Work so as not to interfere with Agency's operations.

1. Maintain access to existing walkways, parking and driveways. Do not close or obstruct walkways without written permission from Agency and authorities having jurisdiction.

2. Provide not less than 72 hours' notice to Agency of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise indicated by City of Spokane and WSDOT.
 1. Weekend Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, except as otherwise indicated by City of Spokane and WSDOT.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Engineer not less than ten days in advance of proposed utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to neighboring businesses and traffic operation.
 1. Notify Owner not less than ten days in advance of proposed disruptive operations.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Execution" for progress cleaning requirements.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pavement: Comply with Construction Documents.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.

2.2 TEMPORARY FACILITIES – NOT USED

2.3 EQUIPMENT – NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
 - 3. Maintain traffic in both directions along adjacent streets. Traffic control and flaggers shall be provided for temporary one lane closure to install proposed improvements. Both lanes of traffic shall be open at the end of each day. Traffic control shall adhere to City of Spokane and MUTCD standards.
- C. Parking: Use designated public parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with local codes and ordinances.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction and the construction documents.
 - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

END OF SECTION 015000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
 4. Dates: Indicate when cutting and patching will be performed.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

3.7 OWNER-INSTALLED PRODUCTS – NOT USED

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.

- C. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. **Waste Disposal:** Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Coordinate with factory-authorized representative for commissioning of restroom facility.

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION 017300