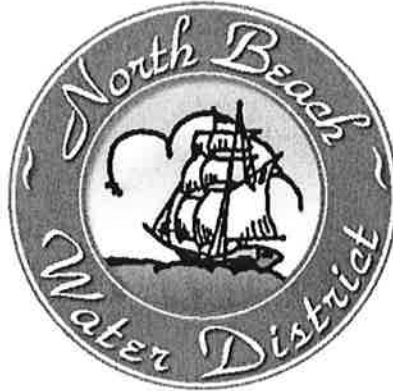


**NORTH BEACH WATER DISTRICT**  
PACIFIC COUNTY WASHINGTON



**CONTRACT PROVISIONS**

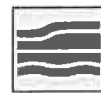
for

**SOUTH WELLFIELD DRILLING  
AND TESTING PROJECT  
WIEGARDT PROPERTY TEST WELL NO. 1**

**G&O #13224.02  
JUNE 2013**



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS



**ROBINSON<sup>™</sup>**  
**NOBLE**

# NORTH BEACH WATER DISTRICT

PACIFIC COUNTY

WASHINGTON



## CONTRACT PROVISIONS

for

### SOUTH WELLFIELD DRILLING AND TESTING PROJECT WIEGARDT PROPERTY TEST WELL NO. 1



G&O #13224.02  
JUNE 2013



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS



**ROBINSON<sup>™</sup>**  
NOBLE

## CALL FOR BIDS

### NORTH BEACH WATER DISTRICT

#### SOUTH WELLFIELD DRILLING AND TESTING PROJECT WIEGARDT PROPERTY TEST WELL NO. 1 ENGINEER'S ESTIMATE \$70,000

Sealed Proposals will be received by the undersigned at the North Beach Water District, 25902 Vernon Avenue, Ocean Park, Washington 98640, up to 2:00 p.m.; local time on Tuesday, July 2, 2013, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the South Wellfield Drilling and Testing Project.

The Work shall include drilling and completion of at least one 8-inch diameter water production well(s) to a depth of approximately 130–150 feet. Upon completion of the well, the well shall be developed to improve hydraulic performance and a test pump shall be installed to perform both a step-rate test and long term constant-rate pumping test (of at least 24-hours duration) at rates of up to 150 gallons per minute from a setting of approximately 130 feet. Should the initial well be successful the District may authorize the drilling of up to three additional wells under this Contract.

The Work shall be substantially complete within 30 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the North Beach Water District, Ocean Park, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Contract Provisions. All Proposals must be accompanied by a certified check, cashiers check, money order, or bid bond payable to the "North Beach Water District" and in an amount of not less than five percent (5%) of the total amount bid.

Contract Provisions and Contract Plans may be *examined* at the office of the North Beach Water District, local plan centers in the project area, or the office of the Project Engineer, Gray & Osborne, Inc. Licensed Contractors and Material Suppliers may obtain a copy of the Contract Provisions and Contract Plans, free of charge, in electronic format (PDF on compact disk(s)) along with registration as a planholder *only* at the *Seattle* office of the Project Engineer, Gray & Osborne, Inc., 701 Dexter Avenue North, Suite 200, Seattle, WA 98109, (206) 284-0860. Request for Contract Provisions and Plans may be faxed ((206) 283-3206) or emailed ([grayosborne@g-o.com](mailto:grayosborne@g-o.com)). Request must include company name, physical address, phone and fax numbers, and email address. Registration as a planholder **is required** to obtain Contract Addenda. Contract questions shall be directed only to the office of the Project Engineer.

All Work on this Project will be subject to the higher of the prevailing state or federal wage rates.

The North Beach Water District is an Equal Opportunity and Affirmative Action Employer. Small, Minority and Women-owned firms are encouraged to submit bids.

Financing of the Project has been provided by North Beach Water District, Washington and Drinking Water State Revolving Fund Program with federal funds from the Environmental Protection Agency. All Contractors and subcontractors must comply with the DWSRF program requirements and provisions. The North Beach Water District expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the North Beach Water District.

(Signed)

**BILL NEAL**  
**DISTRICT MANAGER**



**CONTRACT PROVISIONS**  
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**PART 1**  
**BID DOCUMENTS**

## **BIDDER'S CHECKLIST**

### **1. REQUIRED FORMS**

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-8)
- b. Bid Deposit or Proposal Bond (PB-1)
- c. EPA Form 6100-3 – DBE Subcontractor Performance Form and  
EPA Form 6100-4 – DBE Subcontractor Utilization Form

### **2. AGREEMENT FORMS**

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)

**SOUTH WELLFIELD DRILLING AND TESTING PROJECT  
WIEGARDT PROPERTY TEST WELL NO. 1**

**PROPOSAL**

North Beach Water District  
25902 Vernon Avenue  
P.O. Box 618  
Ocean Park, Washington 98640

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a certified check, bank draft, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the amount bid.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

**The undersigned agrees that the Owner reserves the right to Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.**

Should the first well produce adequate quantity and quality of water, the Owner may elect to have the Contractor drill up to three (3) additional wells. The Contractor shall hold his bid prices for a period of 90 calendar days following award of the first well to allow the Owner to determine if additional wells will be drilled.

**PROPOSAL - Continued**

**BASE BID:**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization and Demobilization	1 LS	\$ _____	\$ _____
2.	Surface Seal	18 LF	\$ _____	\$ _____
3.	8-Inch Drive Shoe	1 EA	\$ _____	\$ _____
4.	Drill Hole for 8-Inch Casing	132 LF	\$ _____	\$ _____
5.	Provide and Install 8-Inch Casing	152 LF	\$ _____	\$ _____
6.	8-Inch Shoe Cut	1 EA	\$ _____	\$ _____
7.	Provide Well Screen and Fittings	1 LS	\$6,000.00	\$6,000.00
8.	Extra Materials	1 CALC	\$2,000.00	\$2,000.00
9.	Authorized Rig Work	80 HR	\$ _____	\$ _____
10.	Provide, Install, and Remove Test Pump	1 LS	\$ _____	\$ _____
11.	Operate Pump	36 HR	\$ _____	\$ _____
12.	Authorized Stand-By/Shop Time	6 HR	\$ _____	\$ _____
13.	Salvage Credit for 8-Inch Casing	50 LF	\$ _____	\$ _____
Subtotal (Base Bid): .....				\$ _____
Washington State Sales Tax (7.8%): .....				\$ _____
TOTAL CONSTRUCTION COST (BASE BID): .....				\$ _____

**Note: A bid must be received on all items. If any unit prices or extensions are left blank, they will be entered as \$0.00.**

**PROPOSAL - Continued**

**ALTERNATES TO BID ITEMS**

Bidders shall use this page to submit proposals on any alternate types of equipment or materials that bidders recommend the Owner consider using. Contract Award will be made on the basis of equipment and materials that are specified. After Award, the Owner may consider any proposal alternates that, in the opinion of the Owner, will be equivalent to or better than the item specified and/or used as the basis of contract Award. The Owner shall have complete discretion on whether to use any alternates, and the Owner's decision shall not be subject to challenge.

BASE BID:

<b>Alternate to Bid Item No.</b>	<b>Item</b>	<b>Manufacturer</b>	<b>Amount Bid</b>

**PROPOSAL - Continued**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person for this Project: \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

\_\_\_\_\_

Gross dollar amount of work currently under contract: \_\_\_\_\_

Gross dollar amount of contracts currently not completed: \_\_\_\_\_

General character of work performed by firm: \_\_\_\_\_

List of five major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Owner's name and telephone number, and the Engineer's name:

<b>Project Name</b>	<b>Amount</b>	<b>Owner</b>	<b>Phone</b>	<b>Engineer's Name</b>

**PROPOSAL - Continued**

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

---

---

Bank Reference: \_\_\_\_\_

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

---

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

---

Have you changed bonding companies within the last three years? \_\_\_\_\_

If so, why? \_\_\_\_\_

---

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? \_\_\_\_\_

Identify the proceeding and parties and describe the claims asserted by all parties. \_\_\_\_\_

---

What was the disposition of the case? \_\_\_\_\_

Do you have any outstanding payments due to the Department of Revenue? \_\_\_\_\_

If yes, explain. \_\_\_\_\_

Bidder agrees that the Owner shall have the right to obtain credit reports.

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No



**PROPOSAL - Continued**

**WORK COMPLETED BY CONTRACTOR**

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

<b>Work to be Performed</b>	<b>Dollar Amount</b>

**PROPOSED SUBCONTRACTORS** (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the three categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

<b>Work to be Performed</b>	<b>Subcontractor or Prime (Name and Registration Number)</b>
Heating, Ventilation and Air Conditioning	
Plumbing	
Electrical	

**PROPOSAL - Continued**

**ADDENDA RECEIVED**

<b>Addendum No.</b>	<b>Date Received</b>	<b>Name of Recipient</b>

**NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.**

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 30 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 40 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is \_\_\_\_\_;  
Dept. of Licensing Contractor's Registration No. is \_\_\_\_\_;  
Unified Business Identifier Number is \_\_\_\_\_;  
Excise Tax Registration Number is \_\_\_\_\_; and  
Employment Security Account Number is \_\_\_\_\_.

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

**PROPOSAL - Continued**

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.
  
2. That by signing the signature page of this Bid, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Very truly yours,

\_\_\_\_\_  
Print Company Name

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Amount of bid deposit: \$ \_\_\_\_\_ Check No. \_\_\_\_\_,

or bid bond in the amount of \$ \_\_\_\_\_

\_\_\_\_\_, issued through \_\_\_\_\_  
Name of Bank/Bonding Company

located at \_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number of Bank/Bonding Company

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

of \_\_\_\_\_ as principal, and the \_\_\_\_\_

a corporation duly organized under the laws of the state of \_\_\_\_\_,  
\_\_\_\_\_ and authorized to do business in the State of  
Washington, as surety, are held and firmly bound unto the **NORTH BEACH WATER  
DISTRICT** in the full and penal sum of five percent of the total amount of the bid proposal of  
said principal for the work hereinafter described, for the payment of which, well and truly to be  
made, we bind our heirs, executors, administrators and assigns, and successors and assigns,  
firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith  
submitting his or its sealed proposal for the following construction project, to wit:

**SOUTH WELLFIELD DRILLING AND TESTING PROJECT  
WIEGARDT PROPERTY TEST WELL NO. 1**

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the  
contract be awarded to said principal, and if said principal shall duly make and enter into and  
execute said Contract and shall furnish bond as required by the **NORTH BEACH WATER  
DISTRICT** within a period of 10 days from and after said award, exclusive of the day of such  
award, then this obligation shall be null and void, otherwise it shall remain and be in full force  
and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be  
signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_

(Principal)

\_\_\_\_\_

(Surety)

\_\_\_\_\_

(Attorney-in-fact)

# EPA FORM 6100-3-DBE PROGRAM SUBCONTRACTOR PERFORMANCE FORM



Environmental  
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

## Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR <sup>1</sup>	PROJECT NAME	
ADDRESS	BID/PROPOSAL NO.	
TELEPHONE NO.	E-MAIL ADDRESS	
PRIME CONTRACTOR NAME		
<b>CONTRACT ITEM NO.</b>	<b>ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME</b>	<b>PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR</b>
Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No		
_____ Signature of Prime Contractor	_____ Date	
_____ Print Name	_____ Title	
_____ Signature of Subcontractor	_____ Date	
_____ Print Name	_____ Title	

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

## Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

# EPA FORM 6100-4-DBE PROGRAM SUBCONTRACTOR UTILIZATION FORM



Environmental  
Protection Agency

OMB Control No: _____ Approved: _____ Approval Expires: _____
---

## Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors <sup>1</sup> will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor	Date
Print Name	Title

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

## Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.



**PART 2**  
**AGREEMENT AND BONDS**

## **AGREEMENT**

THIS AGREEMENT is entered into by and between the **NORTH BEACH WATER DISTRICT** (hereinafter called the Owner) and \_\_\_\_\_ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

### **ARTICLE 1. WORK.**

The Work shall include drilling and completion of at least one 8-inch diameter water production well(s) to a depth of approximately 130–150 feet. Upon completion of the well, the well shall be developed to improve hydraulic performance and a test pump shall be installed to perform both a step-rate test and long term constant-rate pumping test (of at least 24-hours duration) at rates of up to 150 gallons per minute from a setting of approximately 130 feet. Should the initial well be successful the District may authorize the drilling of up to three additional wells under this Contract.

### **ARTICLE 2. CONTRACT TIME.**

The Contractor shall substantially complete the Work required by the Contract within \_\_\_\_\_ working days (the Substantial Completion Date) and physically complete the Work within \_\_\_\_\_ working days (the Physical Completion Date).

### **ARTICLE 3. LIQUIDATED DAMAGES.**

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$\_\_\_\_\_) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$\_\_\_\_\_) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

### **ARTICLE 4. CONTRACT PRICE.**

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

**ARTICLE 5. CONTRACT.**

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor’s Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The performance bond and the labor and material payment bond;
- The Contract Provisions, including 2012 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of \_\_\_\_\_ sheets, as listed in the index on sheet \_\_\_\_\_ of the Plans;
- Addenda numbers \_\_\_\_\_, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

**ARTICLE 6. MISCELLANEOUS.**

The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor.  
\_\_\_\_\_(Contractor’s initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

AGREEMENT – Continued

**NORTH BEACH WATER DISTRICT    CONTRACTOR**

By \_\_\_\_\_

Date \_\_\_\_\_

License No. \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Name and Address for giving notices (print)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE BOND**  
**to NORTH BEACH WATER DISTRICT, WA**

Bond No. \_\_\_\_\_

The **NORTH BEACH WATER DISTRICT**, Washington, (District) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as South Wellfield Drilling and Testing Project, in Ocean Park, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the District, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
District Attorney, North Beach Water District

\_\_\_\_\_  
Date

**PUBLIC WORKS PAYMENT BOND  
to NORTH BEACH WATER DISTRICT, WA**

Bond No. \_\_\_\_\_

The **NORTH BEACH WATER DISTRICT**, Washington, (District) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as South Wellfield Drilling and Testing Project, in Ocean Park, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the District, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
District Attorney, North Beach Water District

\_\_\_\_\_  
Date

**PART 3**

**GENERAL CONDITIONS**

# GENERAL CONDITIONS

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# **GENERAL CONDITIONS**

## **SECTION 1 - GENERAL INFORMATION APPLICABLE TO PROPOSAL AND CONTRACT**

### **1.01 DEFINITIONS AND TERMINOLOGY**

The following terms are abbreviated and defined as they are used in the Contract. When used in the Proposal form to denote items of Work and units of measurements, abbreviations mean the full expression of the abbreviated term.

### **1.02 ABBREVIATIONS AND TERMINOLOGY**

#### **1.02.1 REFERENCED STANDARDS AND CODES**

The following is a partial list of specifications and codes that may be referenced in sections of the Contract. The Contractor shall be responsible for conducting its Work and carrying out its operations and furnishing equipment in accordance with the latest edition or versions, in effect at the time of bid opening, of any applicable specified portions of the referenced standards and codes.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AFBMA	Anti-friction Bearing Manufacturing Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Material

AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CLI	Chain Link Institute
CRAB	County Road Administration Board
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Associations
CSI	Construction Specifications Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FHWA	Federal Highway Administration
FM	Factory Mutual
FSS	Federal Specifications and Standards, General Services Administration
HUD	United State Department of Housing and Urban Development
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers
IES	Illumination Engineering Society
IMSA	International Municipal Signal Association
IPC	International Plumbing Code
ISA	Instrumentation Society of America
JIC	Joint Industry Conference Electrical Standards for Industrial Equipment
LID	Local Improvement District
LPI	Lightning Protection Institute
MSHA	Mine Safety and Health Act
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
MUTCD	Manual on Uniform Traffic Control Devices
NCMA	National Concrete Manufacturer's Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NRMCA	National Ready Mix Concrete Association
OMWBE	Office of Minority and Women's Business Enterprises
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastic Pipe Institute
P/PCI	Precast/Prestressed Concrete Institute
RCW	Revised Code of Washington
SAE	Society of Automotive Engineers
SEPA	State Environmental Policy Act
SIES	Specifications and Illuminating Engineering Society
SSPC	Steel Structures Painting Council

UL	Underwriters' Laboratory
ULID	Utility Local Improvement District
UMTA	Urban Mass Transit Administration
WABO	Washington Association of Building Officials
WAC	Washington Administrative Code
WCLIB	West Coast Lumber Inspection Bureau
WISHA	Washington Industrial Safety and Health Administration
WRI	Wire Reinforcement Institute
WSDL&I	Washington State Department of Labor and Industries
WSDOE	Washington State Department of Ecology
WSDOT	Washington State Department of Transportation
WWPA	Western Wood Products Association

### 1.02.2 TERMINOLOGY

The use of pronouns of any gender in these General Conditions shall include pronouns of all genders, as applicable.

The terms "provide," "furnish" and "install" are used interchangeably in the Contract and mean that the Contractor shall provide, furnish, and install the item(s) described unless specifically noted otherwise.

The terms "Plans" and "Drawings" are used interchangeably in the Contract and shall mean the Contract Plans, which show location, character, and dimensions of prescribed Work, including layouts, profiles, cross-sections, and other details.

### 1.02.3 ITEMS OF WORK AND UNITS OF MEASUREMENT

AC	Asbestos Cement Pipe
Agg.	Aggregate
Al.	Aluminum
ATB	Asphalt Treated Base
BST	Bituminous Surface Treatment
CB	Catch Basin
Cfm	Cubic Feet per Minute
Cfs	Cubic Feet per Second
Cl.	Class
CMP	Corrugated Metal Pipe
Comb.	Combination
Conc.	Concrete
CPEP	Corrugated Polyethylene Pipe
Crib.	Cribbing
Culv.	Culvert
Cy or Cu. Yd.	Cubic Yard(s)
Dia.	Diameter
DI	Ductile Iron

DIM	Dimension
EA	Each
EL	Elevation
Est.	Estimate or Estimated
Excl.	Excluding
F	Fahrenheit
FIG	Figure
Ft.	Foot or Feet
GALV	Galvanized
Gph	Gallon(s) per Hour
Gpm	Gallon(s) per Minute
HDPE	High Density Polyethylene
HMA	Hot Mix Asphalt
HR	Hour
Hund.	Hundred
In.	Inch or Inches
Incl.	Including
L	Liter
Lb.	Pound(s)
LF or Lin. Ft.	Linear Foot (Feet)
LS	Lump Sum
M	Thousand
MBM	Thousand Feet Board Measure
Pres.	Pressure
PSI	Pounds per Square Inch
PSF	Pounds per Square Foot
PVC	Polyvinyl Chloride
QTY	Quantity
Reg.	Regulator
Reinf.	Reinforced, Reinforcing
SF	Square Foot (Feet)
Sec.	Section
SL	Slope
St.	Street
Stl.	Steel
SST	Stainless Steel
Str.	Structural
Sy or Sq. Yd.	Square Yard(s)
Th.	Thick or Thickness
TN	Ton
Tr.	Treatment
TYP	Typical
VC	Vitrified Clay

## **1.03 DEFINITIONS**

### **ACCEPTANCE**

The formal action by Owner or Owner's governing body as provided in RCW 39.08 and RCW 60.28.

### **ADDENDUM**

A written or graphic document issued to all Bidders prior to bid opening and identified as an addendum, which clarifies, modifies or supplements the bid documents and becomes part of the Contract.

### **ADDITIVE**

A supplemental unit of work or group of bid items, identified separately in the Proposal, which may, at the discretion of the Owner, be awarded in addition to the base bid.

### **ALTERNATE**

One of two or more units of work or groups of bid items, identified separately in the Proposal, from which the Owner may make a choice between different methods or material of construction for performing the same work.

### **AWARD**

The formal decision of the Owner awarding the Contract to the lowest or most favorable responsible and responsive Bidder for the Work.

### **BIDDER**

A natural person or legal entity (e.g., partnership, corporation, limited liability company, firm, or joint venture) submitting a proposal or bid.

### **BUSINESS DAY**

A business day is any day from Monday through Friday, except holidays, as listed in Section 3.04.14.

### **CLERK**

The duly elected or appointed Clerk of the Commission, Council, or Board of Directors of the Owner.

## **COMMISSION, COUNCIL, OR BOARD OF DIRECTORS**

The duly elected or appointed Council, Commission, or Board of Directors of the Owner.

## **CONTRACT**

The written agreement between the Owner and the Contractor. It describes, among other things:

1. What work will be done, and by when;
2. Who will provide labor and materials; and
3. How Contractor will be paid.

The Contract includes: the agreement form, Bidder's completed Proposal form, all required certificates and affidavits, Performance Bond and Public Works Payment Bond, Contract Provisions, Contract Plans, Standard Plans, and all Addenda and Change Orders executed pursuant to the provisions of the Contract.

## **CONTRACT BOND**

The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.

## **CONTRACT DOCUMENTS**

See definition for "Contract."

## **CONTRACT PROVISIONS**

A publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, general conditions, supplemental general conditions, specifications, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, and an informational proposal form with the listing of bid items. The proposed contract provisions may also include, for a specific individual project, various required certifications or declarations. At the time of the contract execution date, the contract provisions include the proposed contract provisions and include any addenda, a copy of the agreement form, and a copy of the proposal form with the contract prices and extensions.

## **CONTRACT TIME**

The period of time established by the terms and conditions of the Contract within which the work shall be complete.



## **CONTRACTOR**

The natural person(s) or legal entity (e.g., partnership, corporation, limited liability company, firm, joint venture) awarded the contract to perform the Work pursuant to the Contract Documents.

## **DATES**

**Substantial Completion Date** is the day that the Engineer determines the Owner has full and unrestricted use and benefit of the Work, from both an operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the physical completion of the total Work.

**Physical Completion Date** is the day that the Engineer determines that all of the Work required by the Contract is physically completed and the Owner has received from the Contractor all required record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

**Contract Completion Date** is the day when all the Work and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation and other items required by the Contract and required by law shall be furnished by the Contractor before establishment of this date.

**Final Acceptance Date** is the date on which the Owner accepts the work as complete.

## **NOTICE TO PROCEED**

The written notice from the Owner or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins.

## **OWNER**

The government entity or agency that awards the contract to the Contractor and is responsible for the execution and administration of the Contract.

## **CONTRACT PLANS (PLANS OR DRAWINGS)**

The Contract Plans (or drawings) are those plans, drawings or other illustrations and all addenda and revisions, whether issued before or after the award of the contract to Contractor, which show location, character, and dimensions of the Work, including layouts, profiles, cross-sections and other details.

## **PROJECT ENGINEER/ENGINEER**

The Owner's representative who administers the construction program for the Owner.

## **PROPOSAL (or BID)**

A Bidder's offer, on a properly completed Proposal form, to perform the Work required by the Contract.

## **FIELD REPRESENTATIVE**

The Owner's representative who observes the Contractor's performance of the Work. Such observation shall not be relied upon by the Contractor or others as approval or acceptance of the Work, nor shall it in any manner relieve the Contractor from its obligations and responsibilities under the Contract.

## **SPECIFICATIONS**

Written provisions describing the Work and requirements thereof.

## **STANDARD PLANS**

A manual of specific plans or drawings adopted by the Owner, which show frequently recurring components of work that, have been standardized for use.

## **SUBCONTRACTOR**

A natural person, or entity (e.g., partnership, corporation, limited liability company, firm or joint venture) to which the Contractor sublets a portion of the Work.

## **SUBGRADE**

The top surface of the roadbed on which subbase, base, surfacing, pavement, or layers of similar materials are placed.

## **SUPPLEMENTARY GENERAL CONDITIONS**

That part of the Contract amends or supplements these General Conditions.

## **TRAVELED WAY**

That part of the roadway made for vehicle travel, excluding shoulders and auxiliary lanes.

## **WORK**

The provision of all labor, materials, tools, equipment, supervision and other things needed to complete the project in full accordance with the Contract Documents.

## **WORKING DRAWINGS**

Shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, that the Contractor shall submit to the Engineer for approval.

## **SECTION 2 - INSTRUCTIONS FOR PREPARATION OF PROPOSAL (OR BID)**

### **2.01 BID PROCEDURES AND CONDITIONS**

#### **2.01.1 QUALIFICATIONS OF BIDDERS**

Where applicable and required, Bidders shall provide all requested information relating to experience, financing, equipment, and organization relating to their ability to properly perform the Work. The Owner reserves the right to take whatever action it deems necessary to ascertain the responsibility of the Bidder and the ability of the Bidder to perform the Work satisfactorily.

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

#### **2.01.2 CONTRACT PROVISIONS AND CONTRACT PLANS**

Contract Provisions and Contract Plans are on file in the offices of the Owner and the Engineer, Gray & Osborne, Inc. After award of the Contract, five sets of Contracts will be issued without charge to the Contractor. Additional sets of Contracts may be purchased from the Owner by the Contractor.

#### **2.01.3 ESTIMATED QUANTITIES**

The quantities shown in the Proposal form are estimates and are stated only for bid comparison purposes. The Owner does not warrant, expressly or by implication, that the actual quantities will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of Work satisfactorily completed in accordance with the requirements of the Contract.

#### **2.01.4 EXAMINATION OF CONTRACT AND SITE**

##### **2.01.4(1) General**

Bidders shall satisfy themselves by personal examination of Contract Provisions, Contract Plans, and site of the proposed improvements, and by any other examination and investigation which they may desire to make as to the accuracy of the estimate of quantities, the nature of the Work and the difficulties to be encountered. Bidders shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

Bidders shall be familiar and comply with all applicable federal, state, and local laws, ordinances, and regulations in any way applicable to the performance the Work. Bidders are responsible for familiarizing themselves with all current state and federal wage rates applicable

to the Work and its duration before submitting a Proposal based on the Contract Provisions and Contract Plans. Any wage determination contained in the Contract is for the Bidder's general information only and is not warranted to be complete or accurate. The Owner will not consider any plea of misunderstanding or ignorance of such requirements. Bid prices shall reflect what the Bidder has determined to be the total cost of completing the Work, including but not limited to: construction methods, materials, labor, administrative costs, any and all applicable taxes, and equipment. Except as the Contract may provide, the Bidder to which the contract is awarded shall receive no payment for any costs that exceed those set forth in the Proposal.

#### **2.01.4(2) Interpretation of the Contract Provisions and Contract Plans**

If any Bidder desires interpretation or clarification of the Contract Provisions and Contract Plans, the Bidder shall make a written request to the Engineer for such clarification or interpretation prior to the submission of a Proposal. If the Engineer determines that the Contract Provisions and/or Contract Plans do not require interpretation or clarification, the Engineer will so notify the Bidder making the request. All interpretations and clarifications made by the Engineer will be by written addendum to all planholders of record, and a copy of the addendum will be filed in the office of the Owner. Neither the Owner nor the Engineer will be responsible for any interpretation, clarification or explanation of the Contract Provisions and Contract Plans that is not set forth in a written addendum to all planholders of record, and Bidders shall not under any circumstances rely on any other interpretation, clarification or explanation.

#### **2.01.4(3) Subsurface Information**

If the Owner has made a subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the Owner will be made available for inspection by the Bidders. However, the Owner makes no representation or warranty, express or implied, that:

- a. The Bidders' interpretations from the boring logs may be correct;
- b. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made;
- c. The ground at the location of the borings has not been physically disturbed or altered after the boring was made; and
- d. Conditions below the surface of the ground are consistent throughout the site with the information made available hereunder, or that conditions to be encountered on the site are uniform or consistent with geological conditions usually encountered in the area.

The Owner makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings, regardless of any subsurface information the Owner may make available to the prospective Bidders. Bidders are solely

responsible for making the necessary investigations to support and/or verify any conclusions or assumptions used in preparation of their Proposals.

#### **2.01.4(4) Availability of Specified Items**

Prior to submitting a Proposal, all Bidders shall verify that all items necessary to complete the Work will be available in time to allow the Work to be completed within the Contract Time. In the event that one or more items may not be available to allow the Work to be completed within the Contract Time, the Bidder shall notify the Engineer in writing prior to submitting a Proposal. Responsibility for delays and related costs because of non-availability of items necessary to complete the Work shall be borne by the Contractor.

#### **2.01.5 BID DEPOSIT**

A deposit of at least 5 percent of the total bid amount shall accompany each Proposal. This deposit may be in the form of a Proposal bond (surety bond), certified check, cashier's check, or postal money order made payable to the Owner. All Proposal bonds shall be on the form included within the Contract Provisions and shall be signed by the Bidder and the surety. The surety shall: (1) be registered with the Washington State Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner. The Proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Bid Deposit will be held as a guaranty that the successful Bidder will, within 10 days from the date of notification of Award, enter into a Contract and furnish approved Performance and Public Works Payment Bonds, on forms attached, in amounts equal to 100 percent of the amount of the Contract, including state sales tax.

#### **2.01.6 PROPOSAL**

- (1) Proposals shall be submitted on the Proposal form included in the Contract Provisions. All Proposals shall be completed, signed by an authorized person and dated. To be considered by the Owner as a responsive Proposal, the Bidder shall bid on all Additive or Alternate items set forth in the Proposal form, unless otherwise specified in the Contract Documents.
- (2) To be responsive, a Proposal shall state that it will remain valid for a period of 60 days following the date of Proposal opening. In the event that a conflict in this duration appears elsewhere in the Contract Provisions, the longest duration shall apply.
- (3) All prices set forth on the Proposal form shall be legible and either be written in ink or typed. In the space provided on the Proposal form, Bidders shall identify all Addenda that have been received. The Proposal, Bid bond, and all other certificates, forms or other documents required by the Contract Provisions to be executed and delivered with the Proposal shall be submitted in a sealed package, addressed to the Owner, and plainly marked "Proposal for \_\_\_\_\_ (insert name of project as shown on the Proposal) to be opened on the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_,” (insert the day, month and year shown in the published bid notice). The Owner will not consider any Proposal received after the time established for opening Proposals.

- (4) Bidders’ attention is directed to the portion of the Proposal that requires the Bidder to furnish information concerning its experience with work of a similar nature, equipment to be used on this project, and general background information. Information that is incomplete, evasive, or of a general nature only, may be considered as grounds for rejection of the Proposal.
  
- (5) Bidders’ attention is also directed to RCW 39.30.060, which requires Bidders on public works projects expected to cost one million dollars or more to provide the names of the heating, ventilation and air conditioning, plumbing and electrical Subcontractors to whom the Bidder will directly subcontract those portions of the Work if awarded the contract. The Bidder may not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, in which case the Bidder shall indicate which Subcontractor will be used for which alternate. Failure of the Bidder to list the names of such Subcontractors or to name itself to perform such Work, or listing two or more Subcontractors to perform the same Work, shall render the Bidder’s Proposal unresponsive and void. Under RCW 39.30.060, the required names of such Subcontractors shall be provided with the Proposal or within one hour after the published Proposal submittal time. In addition to compliance with the requirements of RCW 39.30.060, the apparent successful Bidder may be required to submit to the Engineer as soon as possible after the Proposal opening, and not later than three calendar days thereafter, a written list of all proposed Subcontractors in addition to heating, ventilation, and air conditioning, plumbing and electrical contractors, that will perform subcontracting Work on the Project. If not previously provided, the following information shall be provided for each Subcontractor:
  - a. Name, address, email address, facsimile number, telephone number, contractor registration number and certification numbers;
  - b. The type of Work to be performed;
  - c. A list of at least three recently completed projects for Work similar to that to be performed by the proposed Subcontractor, with the following information for each project:
    - i. Name of project,
    - ii. Name, address, and telephone number of the project owner; and
  - d. Any additional pertinent information establishing the experience or

qualifications of the proposed Subcontractor.

- (6) After opening and reading Proposals, the Owner will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit, converted to the actual extension, will control. The total extensions, corrected where necessary, will be used by the Owner for comparison and award purposes and to establish the amount of the Contractor's Performance and Public Works Payment Bonds.

#### **2.01.7 MODIFICATION OF PROPOSAL**

A modification of a Proposal will be considered only if the modification is received prior to the time announced for the opening of Proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal. No oral, telegraphic, telephonic, facsimile or email proposals or modifications will be considered.

#### **2.01.8 DISQUALIFICATION OF BIDDERS**

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Owner is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
  - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable;
  - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

A Bidder will be deemed not responsible if:

1. The Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1); or
2. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. The Bidder, in the opinion of the Owner, does not have the means or the



- qualifications to complete the Work; or
4. An unsatisfactory performance record exists based on past or current Owner work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
  5. There is uncompleted work (Owner or otherwise), which in the opinion of the Owner might hinder or prevent the prompt completion of the work bid upon; or
  6. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Owner; or
  7. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Owner; or
  8. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Owner; or
  9. There are any other reasons deemed proper by the Owner.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall be any documents or facts obtained by Owner (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (1) financial, historical, or operational data from the Bidder; (2) information obtained directly by the Owner from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (3) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Owner shall notify the Bidder in writing, with the reasons for its determination. Written notice will be provided to the Bidder, by facsimile to the fax number provided at the time of obtaining the Contract Documents. If the Bidder disagrees with this determination, it may appeal the determination within 48 hours of receipt of the Owner's determination by presenting its appeal in writing to the Owner. The Owner will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

#### **2.01.9 PROPOSAL ERRORS**

If a Bidder discovers an error in the Bidder's Proposal after the Proposals have been opened and tabulated and desires to withdraw the erroneous Proposal, the Bidder shall submit a notarized affidavit signed by the Bidder, accompanied by original certified worksheets used in the preparation of the Proposal, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Proposal.

The affidavit and the certified worksheets shall be received by the Engineer before 5:00 p.m. local time on the next business day following the day of the Proposal opening or the claim of error will not be considered. The Engineer will review the certified worksheets to determine the validity of the claimed error, and make its recommendation to the Owner. If the Owner and Engineer concur that the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility for the Proposal, and the Proposal Deposit will be returned to the Bidder. Thereafter, at the discretion of the Owner, all Proposals may be rejected or an Award made to the next lowest responsive, responsible Bidder.

## **2.02 AWARD AND EXECUTION OF CONTRACT**

### **2.02.1 AWARD OF CONTRACT**

A Contract will not be awarded until the Owner is satisfied that the successful Bidder is responsible, reasonably familiar with the Work to be performed and has the necessary capital, tools, personnel and equipment to satisfactorily perform the Work. The Owner reserves the right to waive informalities in the bidding, accept a Proposal of the lowest responsive, responsible Bidder, reject any or all Proposals, republish the call for Proposals, or revise or cancel the project.

After the date and hour set for the opening of the Proposals, no Bidder may withdraw its Proposal unless the Award of the Contract is delayed for a period exceeding 60 calendar days following Proposal opening. In the event that a conflicting duration appears elsewhere in the Invitation for Proposals or Contract Provisions or advertisement, the longer period shall govern.

### **2.02.2 EXECUTION OF CONTRACT**

Within 10 calendar days after notification by the Owner of the Award, the successful Bidder shall return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certificates, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions. If the Contract is signed by an officer, agent, or other authorized representative of the Contractor, the officer, agent, or other representative shall furnish satisfactory evidence of authority to sign as the legal representative of the Contractor, if required by the Owner. An authorized partner of a joint venture may sign the Contract, subject to the approval of the Owner, which may, at its discretion, require each and every member of the joint venture to sign the Contract.

Should the successful bidder fail to return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certifications, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions within 10 calendar days after notification by the Owner of the Award, the Owner reserves the right to and may elect to withdraw the award to the successful bidder and award the Contract to the next responsible, responsive bidder.

Until the Owner executes the Contract, no Proposal shall bind the Owner, and the Contractor shall not commence any Work. The Contractor shall bear all risks for any Work begun before the Contract is executed by the Owner.

### **2.02.3 FAILURE TO EXECUTE CONTRACT**

If the Contractor fails to submit the insurance certificates, bonds, and all other certificates, forms, information and documents as required by the Contract Provisions, with the executed Contract within the time required by the Contract Provisions, the Owner may then award the Contract to the next lowest responsive, responsible Bidder or reject any or all Proposals.

### **2.02.4 RETURN OF BID DEPOSIT**

When Proposals have been examined and corrected as necessary, proposal bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other Proposal bonds and deposits will be held until the Contract is awarded and fully executed, after which the Proposal bonds and deposits, except those subject to forfeiture, will be returned.

### **2.02.5 NOTICE TO PROCEED**

A written Notice to Proceed will be issued to the Contractor by the Owner or Engineer after the Contract has been executed by the Contractor and the Owner, and the Performance and Public Works Payment Bonds and required insurance and other certificates and documents are approved by the Owner and, when applicable, by State or Federal agencies responsible for funding any portion of the project. The Contract Time allowed for Substantial Completion of the Work and Physical Completion of the Work shall begin on the first working day following the 10<sup>th</sup> calendar day after the issuance of the written Notice to Proceed or the first day the Contractor begins to perform Work on site, whichever is first. The Contractor shall not commence Work until the Notice to Proceed has been issued.

## SECTION 3 - GENERAL REQUIREMENTS OF THE CONTRACT

### **3.01 SCOPE OF THE WORK**

#### **3.01.1 INTENT OF THE CONTRACT**

The intent of the Contract is to describe a functionally complete project to be constructed in accordance with the Contract. The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, supplies, and other things required expressly by, or reasonably implied from, the Contract, to complete all Work. Omissions from the Contract of details of Work which are necessary to carry out the intent of the Contract, or which are customarily performed, shall not relieve the Contractor from performing the complete Work called for by the Contract; such Work shall be performed as if fully set forth and described in the Contract. The unit or other bid prices shall be full payment for everything required to complete the Work, including but not limited to labor, supervision, materials, equipment, jobsite and home office overhead and profit.

#### **3.01.2 COORDINATION OF CONTRACT**

The Contract Plans and the Contract Provisions for the Work shall be considered as a whole, and anything shown or called for in one and omitted in any other is as binding as if called for or shown on both. Figure dimensions shall, in all cases, be used in preference to scale dimensions. Any inconsistency in the parts of the Contract shall be resolved by the following order of precedence (e.g., 1 presiding over 2 through 4, 2 presiding over 3 through 4, etc.):

1. Addenda;
2. The Agreement and Proposal Form;
3. Specifications;
- 3a. Supplementary General Conditions (including conditions supplied by federal or state agencies on projects funded, in whole or part, by such agencies. In the event of a conflict in various forms of General Conditions, those conditions affording the greatest benefit or protection to the Owner shall govern.);
- 3b. General Conditions;
- 3c. Technical Specifications;
4. Contract Plans.

#### **3.01.3 ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this Contract or any part of this contract or of the funds to be received under this Contract unless such assignment is approved by the Owner and the

Contractor's Performance and Public Works Payment Bonds surety prior to the execution or effectiveness of the assignment.

## **3.02 CONTROL OF WORK**

### **3.02.1 AUTHORITY AND ROLE OF THE ENGINEER**

- (1) The Engineer is the authorized representative of the Owner, and is employed to act as advisor and consultant to the Owner in engineering matters relating to the Contract. Among other things, the Engineer shall: determine the amount, quality, acceptability and fitness of the various kinds of Work, materials and equipment, which are to be paid for under the Contract; decide for the Owner all questions relating to the meaning and intent of the Contract; decide all questions relating to the classification and measurements of quantities and materials and the fulfillment of obligations under this Contract; and decide all other questions relating to quality, acceptability and conformity of labor and materials to the requirements of the Contract.
- (2) The Engineer does not purport to be a safety expert, and is not engaged in that capacity under this Contract or the Engineer's contract with the Owner. The Engineer does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Engineer may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Engineer, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Engineer's performance of project representation and observation services shall not make the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Engineer responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.
- (3) The Engineer shall have no liability whatsoever to, or contractual relationship with, the Contractor in any way relating to this Contract. The Owner and the Contractor shall look solely to each other for the enforcement with respect to any rights, obligations, claims or liabilities arising under or in any way relating to the Contract.
- (4) Nothing in the Contract shall, in any way, be construed to place responsibility on the Field Representative, Engineer or the Owner for the method, manner,

direction or superintendency of the performance of the Work by the Contractor. Such responsibility rests solely with the Contractor.

- (5) Neither the Engineer nor any of its assistants or agents shall have any power to waive any obligation of the Contract. The Engineer's failure to reject Work that is defective or otherwise does not comply with the requirements of the Contract shall not constitute approval or acceptance of the Work or relieve the Contractor of its obligations under the Contract, notwithstanding that such Work have been estimated for payment or that payments have been made for that Work. Neither shall such failure to reject Work, nor any acceptance by the Engineer or by the Owner of any part or of the whole of the Work bar a claim by the Owner at any subsequent time for recovery of damages for the cost of removal and replacement of any portions of the Work that do not comply with the Contract.
- (6) No order, measurement, determination or certificate by the Engineer or Owner for payment of money or payment for or acceptance of the whole or of any part of the Work by the Engineer or the Owner or extension of time or possession taken by the Owner shall constitute a waiver of any portion of the Contract, nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach thereof.

### **3.02.2 AUTHORITY OF FIELD REPRESENTATIVE**

- (1) Field Representatives are assigned to the project site to keep the Engineer and Owner generally informed as to the progress of the Work and the manner in which it is being done; to keep records; and to act as liaison between the Contractor, Owner and Engineer. When observed, the Field Representative shall call the attention of the Contractor to any deviations from the Contract. However, failure of the Field Representative to call the attention of the Contractor to faulty Work or deviations from the Contract shall not constitute either a waiver of any requirement in the Contract or acceptance of said Work.
- (2) Since one of the Field Representative's primary responsibilities is to observe that the Work progresses expediently and in a workmanlike manner, he or she may offer suggestions to the Contractor, which the Contractor, at its sole discretion, may or may not choose to follow. Such suggestions are not to be considered as anything but suggestions offered to cooperate with and assist the Contractor and shall not constitute an assumption of responsibility, financial or otherwise, by the Field Representative, the Engineer or the Owner.
- (3) The presence or absence of the Field Representative on the job site will be at the sole discretion of the Owner, and the presence or absence of the Field Representative at any time will not relieve the Contractor of its responsibility to properly perform the Work as required by the Contract.

- (4) The Field Representative will have the authority, but not the obligation, to reject defective materials and equipment if observed; however, the failure of the Field Representative to reject defective materials and equipment or any other Work involving deviations from the Contract will not constitute acceptance of such Work. The Field Representative is not authorized to approve or accept any portion of the Work or to issue instructions contrary to the Contract; all such approvals, acceptances or instructions shall be in writing and signed by the Engineer or the Owner.
- (5) The Field Representative does not purport to be a safety expert, and is not engaged in that capacity under this Contract or the Engineer's contract with the Owner. The Field Representative does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Field Representative may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Field Representative, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Field Representative's performance of observation services shall not make the Field Representative responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Field Representative responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

### **3.02.3 CONSTRUCTION OBSERVATION AND INSPECTIONS**

- (1) All Work required by the Contract, including all materials and equipment to be furnished and the manufacture and preparation thereof shall, at all times, be subject to observation by the Owner's designated representatives, who may, at any time in the performance of their duties, enter upon the Work or the shops and factories where any part of the Work, materials or equipment are being prepared, fabricated or manufactured.
- (2) Observation of Work by the Owner, the Engineer, or the Field Representative shall not relieve the Contractor of its obligation to furnish satisfactory materials and workmanship. Work or materials found unsatisfactory at any time during the life of the Contract, and the applicable warranty periods, guarantees or limitation periods shall be promptly corrected or replaced immediately by the Contractor at its own expense.

- (3) Upon request by the Owner or Engineer, the Contractor shall furnish all tools, labor, equipment and materials necessary to examine any Work that may be completed or in progress, even to the extent of uncovering or taking down portions of completed or covered Work. Work shall be left exposed until examined by the Owner or Engineer, at no additional cost to the Owner. If the Owner or the Engineer determines that the uncovered Work does not comply with the requirements of the Contract, the cost of such examination and the cost of reconstruction and/or repair shall be borne by the Contractor. If the Work is determined to comply with the requirements of the Contract, and if the work had been covered after notice to and with the authority of the Engineer, the cost of uncovering, examining, and restoring the Work shall be borne by the Owner and paid to the Contractor as extra Work as provided in the Contract.
- (4) The Contractor shall promptly comply with all directions of the Engineer with reference to correcting any Work or replacing any materials or equipment found to be not in accordance with the Contract. In the event of a dispute, the Contractor may appeal to the Engineer's decision to the Owner in accordance with the Contract, and the Owner's decision shall be final.

#### **3.02.4 EMERGENCY CONTACT LIST**

The Contractor shall submit an emergency contact list to the Engineer no later than five calendar days after the date the contract is executed. The list shall include, at a minimum, the Contractor's project manager or equivalent, project superintendent, traffic control supervisor, and erosion and sediment control lead. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Contractor and include one or more alternates. The emergency contact shall be available upon the Engineer's request at other than normal working hours. The emergency contact list shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

#### **3.02.5 ORAL AGREEMENTS**

No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Owner, unless subsequently put in writing and signed by the Owner.

### **3.03 LEGAL RELATIONS AND RESPONSIBILITIES**

#### **3.03.1 APPLICABLE LAWS AND REGULATIONS**

##### **3.03.1(1) General**

The Contractor shall comply with all laws, ordinances, rules and regulations of any authority having jurisdiction in any way relating to the project, including, but not limited to, regulations



governing site maintenance, clean-up, air pollution control, noise control, water quality control, surface water control and runoff, tree and vegetation protection, cultural resources and oil and hazardous substance control.

### **3.03.1(2) Utilities and Similar Facilities**

The Contractor shall protect all private and public utilities from damage. Utilities include, among others: telephone lines; cable television and high-speed internet lines; gas; electric power lines; sanitary sewer; sewer; storm sewer and water lines; street lighting and traffic signal and signing systems; and railroad tracks and related equipment.

In accordance with Chapter 19.122 of the Revised Code of Washington, the Contractor shall call the One-Number Locator Service for the field location of underground utilities. If no locator service is available for the area where the project is located, the Contractor shall provide written notice to all owners of utilities known to, or suspected of, having underground facilities within or near all areas of that will be excavated.

If the Work requires removing or relocating one or more utilities, the Contract will assign the task to the Contractor or utility owner. When this task is assigned to the utility owner and that work is not complete before the Contractor begins work, the Contractor shall immediately notify the Engineer in writing.

To expedite the removal or relocation work or to make that work more efficient, the Contractor may ask utility owners to move, remove, or alter their utilities or equipment in ways other than those specified in the Contract. If so, the Contractor shall make the arrangements with the utility owner and pay all costs associated therewith.

The Contractor shall be responsible for all costs required to protect public and private utilities from damage, including the costs of removal and replacement.

### **3.03.1(3) Site Maintenance**

The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the Work site when they are no longer necessary. Upon completion of the Work and before final acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish and the Work site shall be left in clean and neat condition.

### **3.03.1(4) State Taxes**

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 3-03.1(4) a through Section 3-03.1(4) c are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Owner will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 3-03.1(4) b describes this exception.

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

a. State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

b. State Sales Tax — Rule 170

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

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

**EXCEPTION:** The Owner will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery,

equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

c. Services

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

**3.03.1(5) Equal Employment Responsibilities**

The Contractor shall, at its sole cost and expense, comply with all applicable laws, policies and regulations pertaining to nondiscrimination and equal employment opportunities. The absence of specific provisions or other requirements mandated by state, municipal or federal laws, policies or regulations from these General Conditions shall not excuse the Contractor from compliance with such laws, regulations or policies.

**3.03.1(6) Archaeological and Historical Objects**

Archaeological or historical objects, such as ruins, human skeletal remains, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds.

The Engineer will determine if the material is to be salvaged. The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. The Engineer may require the Contractor to suspend work in the vicinity of the discovery until salvage is accomplished.

If the Engineer finds that the suspension of work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the work under this Contract, the Engineer will make an adjustment in payment or the time required for the performance of the work in accordance with Section 3.04.6.

**3.03.2 SAFETY MEASURES**

All Work under this Contract shall be performed in a safe manner. The Contractor and all subcontractors shall comply with all applicable rules, regulations, and safety standards of the Washington State Department of Labor and Industries and all other federal, state, local and other governmental entities having jurisdiction over the project. The Contractor shall be solely and completely responsible for the conditions of the job site, including the safety of all persons and property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The Engineer's review of the Contractor's work plan, safety plan, construction sequences, schedule or performance does not and is not intended to include review or approval of the

adequacy of the Contractor's safety measures in, on, or near the job site. The Engineer does not purport to be a safety expert, and is not engaged in that capacity under this Contract. The Engineer has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.

The Contractor shall exercise all required and appropriate precautions to protect all persons and property from injury and damage.

### **3.03.3 HAZARDOUS MATERIAL**

Biological hazards and associated physical hazards may be present at the Work site. The Contractor shall take precautions and perform any necessary work to provide and maintain a safe and healthful Work site in accordance with all applicable laws. The cost for all work necessary to provide and maintain a safe Work site shall be included in the Contractor's Proposal, unless the Contract include provisions to the contrary.

### **3.03.4 PAYMENT OF WAGES AND RELATED REQUIREMENTS**

#### **3.03.4(1) Minimum Prevailing Wage Requirements**

- a. This Contract is subject to the minimum prevailing wage and hour requirements of RCW 39.12 and RCW 49.28 (as amended or supplemented). On projects having federal funding, federal wage laws and rules may also apply. The Contract may list minimum hourly rates for wages for trades or occupations in the locality within the state where such labor is performed as determined by the Industrial Statistician for the Department of Labor and Industries or under the federal Davis-Bacon Act. These rates are for general reference purposes only and may not be current or complete. The Contractor, any subcontractor, or other person doing any Work under the Contract shall not pay any worker less than the applicable current minimum hourly wage rates required by applicable law. Higher wages and benefits may be paid.
- b. The Contractor, any Subcontractor, and all individuals or firms required by RCW 39.12, WAC 296-127, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by RCW 39.12 or the DBRA. Higher wages and benefits may be paid.
- c. In accordance with WAC 296-127, the applicable prevailing wage rates that are in effect on the date when Proposals are due shall remain in effect for the duration of the Contract. By incorporating prevailing wage rates into the Contract, the Owner does not warrant or imply that the Contractor will find labor available at those rates. The Contractor shall calculate in its Proposal any amounts above the minimums that it will actually have to pay. Further, rates for wages and/or fringe benefits may change while the Contract is in force. If they do, the Contractor shall bear the cost of paying rates above those in effect at time of bid.

- d. If employing labor in a class not listed in the Contract Provisions on State funded projects, the Contractor shall request the Industrial Statistician, Department of Labor and Industries to determine the correct wage and benefits rate.
- e. If employing labor in a class not listed in the Contract Provisions on a federally funded project, the Contractor shall request the U.S. Secretary of Labor to determine the correct wage and benefits rate.
- f. The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition “Contractor” in WAC 296-127-010, complies with all the requirements of RCW 39.12.
- g. The Contractor shall be responsible for compliance with the requirements of the DBRA and RCW 39.12 by all firms (Subcontractors, lower tier subcontractors, Suppliers, Manufacturers, or Fabricators) engaged in any part of the Work necessary to complete this Contract. Therefore, should a violation of this Subsection occur by any firm that is providing Work or materials for completion of this Contract whether directly or indirectly responsible to the Contractor, the Owner will take action against the Contractor, as provided by the provisions of the Contract, to achieve compliance, including, but not limited to, withholding payment on the Contract until compliance is achieved.
- h. The Contractor or subcontractor directly contracting for “Off-Site, Prefabricated, Non-Standard, Project Specific Items” as defined below shall identify and report information required on the addendum to the “Affidavit of Wages Paid” form filed with the Department of Labor and Industries [form F700-164-000]. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for “Off-Site, Prefabricated, Non-Standard, Project Specific Item” on the Affidavit of Wages Paid form addendum.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Contracting Agency and Contractor between September 1, 2010 through December 31, 2013.

“Off-site, prefabricated, nonstandard, project specific items” means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work; and
2. Produced specifically for this Project and not considered to be regularly available shelf items; and

3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside the State of Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the Affidavit of Wages Paid form, and shall report the following information on the Affidavit of Wages Paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of “Off-Site, Prefabricated, Non-Standard, Project Specific” items:

1. The estimated cost of the project;
2. The name of the Contracting Agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

The Contracting Agency may direct the Contractor, at no additional cost to the Contracting Agency, to remove and substitute any subcontractor(s) found to be out of compliance with the “Off-Site Prefabricated Non-Standard Project Specific Items” reporting requirements more than one time as determined by the Department of Labor and Industries.

### **3.03.4(2) Posting Notice Requirements**

Notice of intent to pay prevailing wages and prevailing wage rates for the project shall be posted for the benefit of workers. The Contractor shall post the following, together with anything else necessary to comply with all applicable laws and regulations:

- a. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Contractor, each subcontractor, and any other firm (Supplier, Manufacturer, of Fabricator) that falls under the provisions of RCW 39.12 because of the definition of “Contractor” in WAC 296-127-010;
- b. One copy of the prevailing wage rates for the project;
- c. The address and telephone number of the Industrial Statistician for the Department of Labor and Industries, along with a statement that complaints and questions about wage rates may be directed there; and
- d. FHWA 1495/1495A “Wage Rate Information” poster if the project is funded with federal aid.

Notice shall be posted at a location readily visible to workers at the job site, or where no field office is established, at a local office. The Contractor shall supply a copy of the Notice to any employee upon request.

**3.03.4(3) Apprentices**

If employing apprentices, the Contractor shall submit to the Owner written evidence showing:

- a. That each apprentice is enrolled in a program approved by the Washington State Apprenticeship and Training Council;
- b. The progression schedule for each apprentice; and
- c. The established apprentice-journeyman ratios and wage rates in the project locality upon which the Contractor shall base such ratios and rates under the contract. Any worker for whom an apprenticeship agreement has not been registered and approved by the Washington State Apprenticeship and Training Council shall be paid the prevailing hourly rate for journeymen provided in RCW 39.12.021.

**3.03.4(4) Required Documents**

The Contractor, Subcontractors, and firms covered under RCW 39.12 that provided work and materials for the Contract shall submit the following to the Owner:

- a. A copy of an approved "Statement of Intent to Pay Prevailing Wages." The Owner will make no payment under this Contract until this statement has been completed and submitted to the Owner.
- b. A copy of an approved "Affidavit of Wages Paid." This affidavit certifies the Contractor has complied with all prevailing wage requirements. The Owner will not release to the Contractor any funds retained under RCW 60.28 until all of the "Affidavits of Wages Paid" have been completed and submitted to the Owner and approved by the Department of Labor and Industries.
- c. At the end of each month a statement signed by the Contractor that prevailing wages have been paid in accordance with the Contractor's Statement of Intent to Pay Prevailing Wages shall be on file with the Owner. If the Contractor fails to submit this statement, the progress payment will not be paid.
- d. The Contractor shall submit certified payrolls to the Owner for the Contractor and all Subcontractors or lower tier subcontractors on federally funded projects and, when requested by the Owner, or agents on other projects. If certified payrolls are not supplied within 10 calendar days after the end of the preceding weekly payroll period for federal-aid projects or within 10 calendar days from the date of the written request on projects with Owner funds only, any or all payments may

be withheld until compliance is achieved. All certified payrolls shall be complete and explicit. Employee Work classification codes used on certified payrolls shall coincide exactly with the occupation codes listed on the minimum wage schedule in the Contract Provisions, unless the Engineer specifically approves an alternate method to identify the occupation coding used by the Contractor to compare with the codes listed in the Contract Provisions. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown along with the correct employee classification code.

- e. Final Contract Voucher Certification.

### **3.03.5 BONDS, INSURANCE AND INDEMNITY OBLIGATIONS**

#### **3.03.5(1) Contract Bonds**

The successful bidder shall provide an executed Performance Bond and Public Works Payment Bond for the full Contract amount (including sales tax). The Contract Bonds shall:

1. Be on Owner-furnished forms;
2. Be signed by an approved Surety (or Sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner; and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
3. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time; and
4. Guarantee that the Surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
  - b. Of the Contractor (or the Subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and



6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

The Contracting Agency may require Sureties or Surety companies on the Contract Bonds to appear and qualify themselves. Whenever the Contracting Agency deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining work. Until the added Surety is furnished, payments on the Contract will stop.

### **3.03.5(1.1) Two-Year Guarantee Period**

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within 2 years after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Owner's written notice of a defect, and shall complete such work within the time stated in the Owner's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Owner's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for 2 years after acceptance of the corrections by Owner.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

### **3.03.5(2) Worker's Benefits**

- a. The Contractor shall make all payments required for unemployment compensation under RCW Title 50 and for industrial insurance and medical aid required under RCW Title 51. If any payment required by Title 50 or Title 51 is not made when due, the Contractor shall indemnify the Owner with respect to all costs and damages, including attorneys' fees and expenses, associated with such nonpayment. The Owner may retain payments due under Title 50 or Title 51 from any money due to the Contractor and make payment to the appropriate fund.
- b. The Contractor shall include in the various items in its bid Proposal all costs for payment of unemployment compensation and for providing the required insurance coverage(s). The Contractor will not be entitled to any additional payment for:

(1) failure to include such costs in the Proposal, or (2) post-Award determinations made by the U.S. Department of Labor, the Washington State Department of Labor and Industries, or any other agency or entity regarding insurance coverage requirements.

### **3.03.5(4) Public Liability & Property Damage Insurance**

#### **3.03.5(4.1) General Requirements**

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance shall be provided by an insurer with a rating of A: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
- C. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage.
- F. The Contractor shall provide the Owner and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
- G. Upon request, the Contractor shall forward to the Owner a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Owner may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.

- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

#### **3.03.5(4.2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s):

- The Owner and its officers, elected officials, employees, agents, and volunteers;
- Gray & Osborne, Inc.;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 3.03.5(4.3) describes limits lower than those maintained by the Contractor.

#### **3.03.5(4.3) Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 3.03.5(4.5)A and 3.03.5(4.5)B. Upon request of the Owner, the Contractor shall provide evidence of such insurance.

#### **3.03.5(4.4) Evidence of Insurance**

The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements shall conform to the following requirements:

1. An ACORD certificate or a form determined by the Owner to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain both endorsement forms CG 2010 10 01 and CG 2037 10 01 or the equivalent of each, naming the Owner and all other entities listed in 3-03.5(4.2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01 and CG 2037 10 01 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.

3. Any other amendatory endorsements to show the coverage required herein.

### **3.03.5(4.5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions shall be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

#### **3.03.5(4.5)A Commercial General Liability**

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of 3 years following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap/Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy shall provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence

Stop Gap/Employers' Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

#### **3.03.5(4.5)B Automobile Liability**

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) shall provide the following minimum limit:

\$1,000,000 combined single limit

### **3.03.5(4.5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

### **3.03.5(4.5)D Coverage for Working On, Over, or Near Navigable Waters**

If this Contract involves work on or adjacent to navigable water, as defined by the U.S. Department of Labor, the Contractor shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor).

If the Contractor is working from barges or any other watercraft, owned or non-owned, the Contractor shall maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties to the same limits stated under Section 3-03.5(4.5)A for Commercial General Liability Insurance. The Contractor shall also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (the "Jones Act").

### **3.03.5(4.5)E Builders Risk Insurance**

The Contractor shall purchase and maintain Builders Risk insurance covering interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk shall be required for all new structures on the project. A structure is any equipment, facility, building, bridge, retaining wall, or tank extending 4 feet or more above adjacent grade; or any facility less than 4 feet above adjacent grade, designed for human access, and containing more than \$50,000 worth of electrical or mechanical equipment. Poles, light standards, or antenna less than 50 feet in height and less than 2 feet in diameter shall not be considered structures. Builders Risk insurance, when required, shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance, when required, shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the applicable portions of the project, with no coinsurance provisions.

The Builders Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood, earthquake and all other perils may be accepted by the Owner upon written request by the Contractor and written acceptance by the Owner. Any increased deductibles accepted by the Owner will remain the responsibility of the Contractor.

The Builders Risk insurance shall be maintained until the Physical Completion Date.

The Contractor and the Owner waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

Liability for facilities not covered by Builders Risk shall remain the responsibility of the Contractor.

#### **3.03.5(4.5)F Excess or Umbrella Liability**

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

#### **3.03.5(5) Indemnity and Hold Harmless**

- a. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their appointed and elective officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and expenses arising out of or resulting from the negligent performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Provided, however, that when any such claim, damage, loss or expense arises from the concurrent negligence of (1) the Owner, or anyone for whose acts it may be liable, and (2) the Contractor, or anyone for whose acts it may be liable, it is expressly agreed that the Contractor's obligations of indemnity under this section shall be effective only to the extent of the Contractor's negligence and those for whose negligence the Contractor is responsible. This obligation of indemnity shall not extend to claims, losses or expenses arising from the sole negligence of the Owner, its appointed or elected officials, agents or employees.
- b. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's

compensation acts, disability benefit acts or other employee benefit acts, it being the expressed intent of the parties that Contractor herein specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. **THIS WAIVER HAS BEEN SPECIALLY NEGOTIATED BY THE PARTIES, WHO HAVE ACKNOWLEDGED SAME BY AFFIXING THEIR SIGNATURES TO THE PROPOSAL FORM.**

### **3.03.5(6) Patent Royalties & Process Fees**

The Contractor shall be responsible for all costs arising from the use of patented devices, materials, or processes used in or incorporated in the Work. The Contractor agrees to indemnify, defend, and save harmless the Owner from all claims and damages, in any way relating to the use of patented devices, materials, or processes used in or incorporated in the Work.

### **3.03.6 METHOD OF SERVING NOTICE**

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, shall be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic formats such as emails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

## **3.04 PROSECUTION AND PROGRESS OF THE WORK**

### **3.04.1 QUALITY OF WORK**

#### **3.04.1(1) Workmanship**

- a. The Contractor represents that it is fully experienced and possesses all the necessary capital, facilities and expertise to perform all of the Work, and hereby guarantees that all of the Work performed by it under the Contract will be of the highest quality and done in a workmanlike fashion in strict accordance with the requirements of the Contract.
- b. The Contractor shall at all times employ skilled workmen and use skilled Subcontractors in the performance of the Work. When required in writing by the Owner or the Engineer, the Contractor or its Subcontractors shall remove from the Work site any person or Subcontractor who is, in the opinion of the Owner or the Engineer, not competent, not qualified, disorderly, or otherwise unsatisfactory and shall not again employ such discharged person or Subcontractor on the Work, except with the prior written consent of the Owner. Discharge of any person or Subcontractor shall not be the basis of any claim for compensation or damages against the Owner or the Engineer.

- c. All Work performed under the Contract shall be of first quality workmanship throughout, with the Work complete and in full working order upon completion.
- d. Except when otherwise expressly specified in the Contract, the Contractor shall design, survey, layout and be responsible for all methods, materials and equipment used in performing the Work.
- e. If, at any time, the Contractor's work force (including Subcontractors), in the opinion of the Owner and/or the Engineer, shall be inadequate for maintaining the necessary progress required to complete the Work within the Contract Time, the Contractor shall, if so required by the Owner and/or the Engineer, increase the work force or equipment to such an extent as to give reasonable assurance of compliance with the Work schedule. The failure of the Owner and/or the Engineer to make such demand shall not relieve the Contractor of its obligation to perform the Work in accordance with the requirements of the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its activities, construction methods and the rate of progress required by the Contract.

#### **3.04.1(2) Contractor's Supervisory and Site Personnel**

- a. The Contractor shall assign sufficient supervisory personnel to ensure the faithful prosecution of the Work and shall have adequate supervisory personnel present at the Work site who are either employees of the Contractor or duly authorized representatives designated in writing to the Owner and/or the Engineer. The Contractor shall at all times maintain at the Work site a complete copy of the Contract Provisions, Contract Plans, and record drawings of the Work that has been completed.
- b. The Contractor shall at all times have at least one duly authorized supervisory representative at the Work site who shall be fully authorized to make binding decisions on behalf of the Contractor with respect to the Work. If the Contractor's duly authorized supervisory representative at the Work site will be absent from the Work site for more than four hours, he/she shall designate an assistant who possesses the same authority and so inform the Owner and the Field Representative, if applicable.

#### **3.04.2 MATERIALS AND EQUIPMENT**

- (1) Materials and equipment furnished and installed shall be manufactured, fabricated or constructed to meet all applicable safety requirements. All material and equipment supplied by the Contractor and incorporated in the Work shall be of new manufacture, free from defects and in strict compliance with the requirements of the Contract. When required by the Owner, a certificate from the manufacturer or other responsible supplier shall be supplied attesting to this fact.



- (2) All tools and equipment used for construction operations shall be of the size and type suitable for the Work and shall be kept in safe and good working condition at all times.
- (3) The Contractor shall, whenever required during the progress of the Work and after completion of the Work, furnish proof acceptable to the Owner that all items of equipment and all materials installed equal or exceed all requirements specified in the Contract.
- (4) The Contractor shall use all means possible to protect materials and equipment from damage or degradation of any kind before, during and after installation.
- (5) The Contractor shall replace any materials or equipment damaged during the performance of the Work to the approval of the Owner and the Engineer. The cost of replacing damaged materials and equipment shall be borne by the Contractor.

### **3.04.3 SPECIFICATION OF PARTICULAR MATERIALS AND EQUIPMENT**

- (1) Within the Contract, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the Owner. Unless specifically note otherwise, it is not the intent of the Contract to exclude other processes or materials of a type and quality equal to those designated.
- (2) The term “or equal” as used in the Contract does not mean that the Contractor’s substitution of material or equipment will necessarily be approved as equal by the Engineer. If the Contractor desires to substitute material or equipment on the basis that it is equal to that specified, the Contractor shall submit a written request to the Engineer to substitute the material or equipment. The Contractor shall not use or incorporate such material or equipment into the Work until the Contractor has received written approval from the Engineer.
- (3) If the Contractor proposes substitutions, the Engineer will record all time used to evaluate each proposed substitution. If an approved substitution requires revisions to the Contract Documents, the Engineer will record all time to accomplish the revisions. Whether or not the Engineer approves a proposed substitution all direct and indirect cost to evaluate the proposed substitution shall be deducted from amounts due or to become due to the Contractor.
- (4) No additional compensation or extension of time will be allowed the Contractor for any changes required to incorporate substituted materials or equipment.

### **3.04.4 STORAGE**

#### **3.04.4(1) On-Site Storage**

The Contractor shall store all equipment and materials in a safe and suitable place in accordance with the manufacturer's recommendations. Materials and equipment shall be covered or wrapped to protect them from moisture, dust and deterioration, as required or necessary. All on-site storage areas shall be approved in advance by the Owner and the Engineer.

#### **3.04.4(2) Off-Site Storage**

The Contractor may be required to provide offsite storage of equipment and materials to enable construction to occur at the Work site. The Contractor has full responsibility to secure all offsite storage areas, if needed, and shall include the costs for providing such storage areas in the bid Proposal for the individual equipment and material items requiring off-site storage. All off-site storage areas shall be enclosed or fenced and be secure.

### **3.04.5 DEFECTIVE MATERIALS, EQUIPMENT AND WORKMANSHIP**

- (1) Materials, equipment, or workmanship which, in the opinion of the Owner or the Engineer, does not conform to the Contract or are in any other way unsatisfactory or unsuited to the purpose for which they are intended may be rejected. The Contractor shall remove from the Work site without delay, all rejected materials, equipment and work, and shall promptly replace the same in strict conformity with the requirements of the Contract. Unsatisfactory materials, equipment and workmanship may be rejected at any time, notwithstanding any previous testing, inspection or acceptance of such materials, equipment or workmanship, or inclusion thereof in any previously issued progress estimates.
- (2) If the Contractor fails to correct defective Work, equipment or materials, the Owner shall have the right to exercise any of the following options or any combination thereof:
  - a. The Owner may replace the defective Work, materials or equipment by purchase from or contract with any other parties at the expense of the Contractor, and in this event, the Owner shall be entitled without compensation to the Contractor, to the use of the defective Work or equipment for such reasonable time as is necessary to enable Owner to replace such defective Work, materials or equipment.
  - b. The Owner may elect to accept the defective Work, materials or equipment and issue a Change Order reflecting a credit against the contract price, computed under the terms of the Contract in an amount to be determined by the Engineer, which amount shall reflect the actual value to the Owner of the accepted Work.

- c. Upon receipt of notice from the Owner of any defects in material, equipment or workmanship which appear within a two-year period following the Substantial Completion Date, or within any other warranty or guarantee period required by the Contract or provided by a manufacturer or supplier, the Contractor shall promptly and with the least possible delay and inconvenience to the Owner, repair or replace such defective workmanship, material or equipment without expense to the Owner.
- d. The Contractor shall be responsible for full cost of correcting defective work and complying with warranties and guarantees as required by the Contract. Direct or indirect costs, including administrative and engineering, incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Owner from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.
- e. All warranties, guarantees, and other obligations to correct work that does not comply with the Contract are material requirements of this Contract. The performance of all warranties, guarantees and other obligations shall be secured by the Performance Bond and the Public Works Payment Bond submitted by the Contractor at the time the Contract is signed.

### **3.04.6 CHANGES IN THE WORK**

- (1) The Owner or the Engineer may, at any time, without notice to the Performance Bond or Public Works Payment Bond sureties, by written order designated or indicated to be a Change Order or Change Directive, make any change, including modifications to, additions to or deletions from the Work including, but not limited to, changes:
  - a. To the Contract Provisions and Contract Plans;
  - b. To quantities or performance of the Work;
  - c. To Owner-furnished facilities, equipment, materials, services or the Work site; or
  - d. To the schedule for the Work or the Contract Time.

- (2) A Change Order is an amendment to the Contract that is signed by both the Owner and the Contractor, which signifies their agreement to changes in the scope of the Work, the Contract Time, and/or the Contract price. A Change Order shall be the complete expression of the agreement between the Owner and the Contractor. No claims will be allowed for alleged verbal or oral agreements or directives.
- (3) A Change Directive is written order by the Owner or the Engineer to the Contractor to make changes in the Work when the Owner and the Contractor cannot come to agreement upon all of the terms of a Change Order or circumstances require expedient action. Upon receipt of a written Change Directive from the Engineer or the Owner, the Contractor will promptly proceed with the Work. The adjustment, if any, of the Contract Time, the Contract price, and/or other items in accordance with the Contract will be determined by the Engineer as soon as practicable.
- (4) All Change Orders will be prepared by the Owner or Engineer and executed in triplicate with one copy to the Owner, one to the Contractor, and one retained by the Engineer.
- (5) If the Contractor encounters any circumstances during the performance of the Work that the Contractor contends entitlement to a change in the Contract Time, the Contract price, or both, the Contractor shall immediately provide notice to the Engineer. Within 10 calendar days after providing notice, the Contractor shall provide a written request to the Engineer for a change to the Contract Time and/or Contract price and providing detailed information supporting the request, including cost and schedule information.
- (6) No claim by the Contractor shall be allowed if the terms of this Section 3.04.6 are not strictly complied with. In the event of any non-compliance, the Contractor shall be conclusively determined to have waived any claim for an adjustment of the Contract Time or the Contract price.
- (7) The cost to be included in an adjustment for any changes to the Work in accordance with Section 3.04.6, will be determined by one or more of the following methods:
  - a. Contract unit bid prices previously agreed upon; or
  - b. If there are no unit bid prices, an agreed lump sum; or
  - c. If the amount of the adjustment cannot be agreed upon in advance or in the manner provided in subparagraph a or b above, the cost will be determined by the actual cost of:

1. Labor including working foremen. Labor rates will include the basic wage and fringe benefits, the current rates for Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), and the company's present rates for medical aid and industrial insurance premiums;
2. Materials incorporated permanently into the Work;
3. The ownership or rental cost of equipment during the time of use on the extra work. Equipment rates shall be as set forth in the then current AGC/WSDOT Equipment Rental Agreement. These rates shall be full compensation for all costs incidental to furnishing and operating the equipment. The Contractor shall submit copies of the applicable portions of the AGC/WSDOT Equipment Rental Agreement to the Engineer; plus
4. Overhead and Profit as follows:

For Work performed by the Contractor, an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes.

For Subcontractor Work, the Subcontractor will be allowed an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes. The Contractor will be allowed an additional markup of 10 percent to compensate the Contractor for all administrative costs, including home office and field overhead, profit, bonding, insurance, business and occupation taxes and any other costs incurred.

In no case will the total fixed fee for the Contractor and all Subcontractors of all tiers exceed 30 percent.

- (8) For unit prices, when actual quantities of Work vary from the estimated bid quantities, payment will be at the unit contract prices for accepted work unless the total quantity of any contract item increases or decreases by more than 25 percent of the original bid quantity, and that bid item represents 10 percent or more of the

total original contract price. In such case, the unit price for increased or decreased quantities exceeding 25 percent will be adjusted as follows:

- a. **Increased Quantities.** The Owner will be entitled to a downward adjustment of the unit price for that portion of the accepted quantity in excess of 125 percent of the original bid quantity except, as limited in subparagraph c below.
- b. **Decreased Quantities.** The Contractor will be entitled to an upward equitable adjustment of the unit price if the actual quantity of work performed is less than 75 percent of the original bid quantity, except as limited in subparagraph c below.
- c. **Adjustment Limits.** The adjustment of the unit price for increased or decreased quantities will be limited as follows:
  1. No payment of lost anticipated profits will be allowed because of any decrease from the original bid quantity.
  2. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent there is an unbalanced allocation of such expenses among the contract bid items.
  3. No payment will be allowed for consequential costs or damages because of any variance in quantities from the original bid quantity.

### **3.04.7 DIFFERING SITE CONDITIONS**

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: (1) pre-existing subsurface or latent physical conditions at the Work site that differ materially from those indicated in the Contract Documents, or (2) pre-existing unknown physical conditions at the Work site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character required by the Contract. The Engineer shall be given an opportunity to examine such conditions in order to advise the Owner of possible modifications to the Work to mitigate such conditions. If the Engineer determines that conditions are materially different and cause a material increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, an equitable adjustment shall be made in the Contract Time and/or Contract price in accordance with other applicable provisions of the Contract relating to changes in the Work. Failure of the Contractor to give notice of such conditions at the time of discovery shall constitute a waiver of any claim for an equitable adjustment.

### **3.04.8 PROTEST BY THE CONTRACTOR**

If the Contractor disagrees with anything in a Change Order or a Change Directive, or with any interpretation or determination by the Engineer, the Contractor shall:

- a. Immediately submit a signed written notice of protest to the Engineer before doing the Work;
- b. Supplement the written protest within 7 calendar days with a written statement and supporting documents providing the following:
  1. The date and nature of the protested order, direction, instruction, interpretation or determination;
  2. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration, and nature of the Work involved and a review of the Plans and Contract Provisions referenced to support the protest;
  3. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined; and
  4. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
  5. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved.

The Contractor shall keep detailed and complete records of extra costs and schedule impacts to Contract Time that in any way relate to a protest. The Contractor shall allow the Engineer to have access to all documents and records needed for evaluating the protest.

The Engineer will evaluate all protests that comply with this Section. If the Engineer determines that a protest is valid, the Engineer will adjust the contract price and/or the Contract Time by an adjustment in accordance with Section 3.04.6 and 3.04.15(2).

During the time when any protest is pending, the Contractor shall proceed promptly with the Work, as the Engineer orders in writing.

The Contractor's failure to submit a protest in strict accordance with the requirements of this Section shall constitute a waiver of any claim for an adjustment to the Contract Time, the Contract price, or other relief.

### **3.04.9 SUBCONTRACTORS AND SUBCONTRACTS**

#### **3.04.9(1) Contractor Responsibility**

Nothing contained in the Contract shall create any contractual or other relationship between the Owner and/or the Engineer and any Subcontractor or sub-subcontractor, and no performance undertaken by any such Subcontractor or sub-subcontractor shall, under any circumstances, relieve the Contractor of its obligations and responsibilities under the Contract.

Prior to subcontracting any work, the Contractor shall verify that every first tier Subcontractor meets the responsibility criteria stated below at the time of subcontract execution. The Contractor shall include these responsibility criteria in every subcontract, and require every Subcontractor to:

1. Possess any electrical contractor license required by 19.28 RCW or elevator contractor license required by 70.87 RCW, if applicable;
2. Have a certificate of registration in compliance with Chapter 18.27 RCW;
3. Have a current State unified business identifier number;
4. If applicable, have:
  - a. Industrial insurance coverage for the bidder's employees working in Washington (Title 51 RCW);
  - b. An employment security department number (Title 50 RCW);
  - c. A state excise tax registration number (Title 82 RCW).
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3);
6. Verify these responsibility criteria for every lower tier subcontractor at the time of subcontract execution; and
7. Include these responsibility criteria in every lower tier subcontract.

#### **3.04.9(2) Contractor Work Performance Requirement**

Work done by the Contractor's own organization shall account for at least 30 percent of the awarded Contract price. The Contractor shall not assign all or a part of the work unless the Engineer approves in writing. The Engineer will not approve any proposed assignment that would relieve the original Contractor or Surety of responsibility under the contract.



### **3.04.9(3) Approval of Subcontractors**

The Contractor shall not subcontract work unless the Engineer approves in writing. Each request to subcontract shall be on the form the Engineer provides. If the Engineer requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires. The Contractor shall require each subcontractor to comply with Section 3.03.4 and to furnish all certificates and statements required by the contract. Approval of a Subcontractor by the Owner shall not relieve the Contractor or Subcontractor of any obligations or responsibilities under the Contract. Any delays or other impacts caused by the failure of the Contractor to provide required information and obtain approval of any Subcontractor in a timely manner will not be considered as justification for additional compensation or an extension of the Contract Time.

### **3.04.9(4) Subcontracts**

Upon approval of Subcontractors by the Owner, the Contractor shall, if requested, provide the Owner with complete copies of all subcontracts entered into between the Contractor and any Subcontractor. Providing requested subcontracts to the Owner shall be a condition precedent to the Owner's obligation to make any progress payment to the Contractor.

### **3.04.9(5) Incorporation of Contract**

Every subcontract entered into by the Contractor shall expressly bind each Subcontractor to all of the terms and conditions of the Contract, which the Contractor shall incorporate into each subcontract by reference.

### **3.04.9(6) Replacement of Subcontractors**

Subject to the requirements of state and/or federal agencies having jurisdiction over MBE/WBE/DBE requirements applicable to the Work, should it become impossible for a Subcontractor to perform the Subcontractor's intended work, the Contractor shall submit the information required above for an alternate Subcontractor at least 10 days prior to the time that the Subcontractor is scheduled to begin work. The failure of any Subcontractor to perform its portion of the Work in a timely or workmanlike fashion is the sole responsibility of the Contractor.

## **3.04.10 MUTUAL RESPONSIBILITY OF CONTRACTORS**

The Owner reserves the right to perform other work on or near the Work site using its own forces and/or other contractors. The Contractor shall take all reasonable steps to coordinate its performance of the Work with the Owner and/or such other contractors and subcontractors. If, through acts of commission or omission on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage with respect to the other work being performed by the Owner, the Contractor agrees to promptly settle with such other contractor or subcontractor by agreement or other dispute resolution process. The Contractor agrees to indemnify and hold harmless the Owner and the Engineer from all claims asserted against and liability incurred by

the Owner or the Engineer resulting from disputes between the Contractor and any other contractor or any subcontractor or material supplier. The indemnification rights of the Owner and the Engineer include expenses such as, but not limited to, salaries/wages of employees and all other expenses relating to any mediation, litigation, or arbitration, including costs, consulting fees and attorneys' fees. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained by an act or omission of the Contractor or anyone for whose acts it may be liable, the Owner or the Engineer shall notify the Contractor, which shall defend, indemnify and save harmless the Owner and the Engineer against such claim.

The coordination of the Work with other work by the Owner shall be taken into account by the Contractor as part of its site investigation obligations under Section 2.01.4, and all costs thereof shall be borne by the Contractor as part of the contract price for the Work.

### **3.04.11 RISK OF LOSS**

The Contractor shall have all risk of loss for all Work in progress, all materials, all equipment and all other items in any way relating to the Work through theft, fire, other casualty, act of God, or any other cause until the Contract Completion Date.

### **3.04.12 MEASUREMENT AND PAYMENT**

#### **3.04.12(1) General**

The Contract price for the Work, whether lump sum or unit prices, shall constitute full compensation for furnishing all facilities, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete all items of the Work in accordance with the Contract, notwithstanding that minor or incidental features of the Work may not be shown on the Contract Plans or Contract Provisions.

#### **3.04.12(2) Measurement**

Measurement for all items shall be as specified in the Contract for unit price and lump sum price items.

#### **3.04.12(3) Payment**

Payment for all of the Work will be made at the lump sum or unit contract price as set forth in the Contract. Payment of the contract price shall constitute full compensation for the complete performance of all of the Work.

#### **3.04.12(4) Access to Books and Records**

The Contractor shall, whenever so requested, give the Owner and/or the Engineer access to all invoices, bills of lading and other documents relating to the Work. The Contractor shall, without

charge, provide personnel and measures and scales with adequate capacity for measuring or weighing any materials or other items paid for on a unit price basis.

**3.04.12(5) Progress Payment Estimates**

Progress payment estimates shall be prepared by the Engineer and reviewed by the Contractor and will be submitted with the Engineer's recommendation to the Owner for its approval on the first day of the month for all Work completed through the 26<sup>th</sup> day of the preceding month, unless otherwise agreed upon by the Owner, the Engineer and the Contractor. The Engineer will prepare progress payment estimates as accurately as available information permits. The Owner will make no payment under this Contract for the Work performed until the "Statement of Intent to Pay Prevailing Wages," in accordance with RCW 39.12.040, is submitted to the Engineer, including Subcontractor wage rates. In general, each progress payment will be based upon the payment schedule and the value of Work performed during the preceding pay period. Before the final progress payment estimate is prepared, all quantities will be reviewed and rechecked by the Engineer.

**3.04.12(6) Payment for Materials on Hand**

The Owner may reimburse the Contractor for 90 percent of the invoice amount of materials and equipment purchased before their incorporation into the work if properly stored on or near the Work site. Invoices for equipment and materials will be verified and approved by the Engineer. Each invoice shall be sufficiently detailed to enable the Engineer to determine actual costs. Payment for materials on hand shall not exceed the total contract cost of the contract item. Payment will not be made for granular materials, forming materials, consumables, nails, tie wire, etc. Payment will not be made for materials for any invoice that is less than \$2,000.00 or for freight bills and similar items. Payment for equipment or materials on hand shall not constitute acceptance of the equipment or materials. Equipment and materials will be rejected if found to be faulty, even if payment for it has been made.

**3.04.12(7) Payments Withheld**

The Engineer may decide not to recommend approval of all or a portion of a progress estimate, and/or the Owner may decide to withhold from a progress estimate an amount sufficient to protect the Owner from loss because of:

- a. Defective Work not remedied;
- b. Third-party claims or reasonable evidence indicating the probability that a third-party claim will be asserted;
- c. Failure of the Contractor to make timely and proper payments to Subcontractors or for labor, materials or equipment;
- d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price;

- e. Damage to the Owner or another contractor;
- f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the contract price will not be adequate to cover actual or liquidated damages for the anticipated delay;
- g. Repeated failure by the Contractor to comply with the directions of the Owner or the Engineer or to carry out the Work in accordance with the Contract;
- h. Other appropriate reasons necessary to protect the Owner.

#### **3.04.12(8) Payment Upon Correction of Deficiencies**

When the reason or reasons for withholding payment are resolved, payment will be made for amounts previously withheld.

#### **3.04.12(9) Final Payment**

After final inspection (Section 3.04.16(2)) of the Work and a determination by the Engineer that the Physical Completion Date has been achieved, the balance of the Contract price due to the Contractor will be paid based upon the final estimate by the Engineer and presentation of a Final Contract Voucher Certification signed by the Contractor. The Final Contract Voucher Certification shall be deemed to be a release of all claims of the Contractor unless a claim is filed in accordance with the requirements of Section 3.05 and is expressly excepted from release in the Contractor's Final Contract Voucher Certification. The date the Owner signs the Final Contract Voucher Certification constitutes the Contract Completion Date in accordance with Section 3.04.16(3).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required in order to achieve the Contract Completion Date, the Owner reserves the right to establish a completion date (for the purpose of meeting the requirements of RCW 39.08 and RCW 60.28) and unilaterally accept the Work. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a completion date and unilateral final acceptance will be provided by certified letter from the Owner to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the certified letter is received by the Contractor. The date on which the Owner unilaterally signs the Final Contract Voucher Certification shall constitute the Contract Completion Date under Section 3.04.16(3). The Owner shall have the right to unilaterally establish a Contract Completion Date when either (1) the Physical Completion Date for the Work has been achieved in accordance with Section 3.04.16(2), or (2) the Owner terminates the contract in accordance with Section 3.07. Unilateral establishment of the Contract Completion Date by the Owner shall not in any way relieve the Contractor of any liability for

failing to comply with the Contract or from responsibility for compliance with all federal , state, tribal , or local laws, ordinances, and regulations that affect the Work.

Payment to the Contractor of partial or final payment estimates and retained percentages shall be subject to applicable laws.

### **3.04.13 WORK HOURS**

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.
- Requiring the Contractor to reimburse the Owner all the costs in excess of straight time costs for the Owner's representatives who work during such times. These costs shall be deducted from amounts due or to become due to the Contractor.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

### **3.04.14 CONTRACT TIME**

The Contract Time shall begin on the first working day following the 10<sup>th</sup> calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence of this Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in the assessment of liquidated damages as provided in the Contract.

The Contractor shall complete all of the physical Work within the number of working days that are specified as the Contract Time. Every day will be counted as a working day unless it is a non-working day or the Engineer determines the day to be an unworkable day. A non-working day is a Saturday, a Sunday, a day on which the Contract suspends work, or one of the following holidays: January 1<sup>st</sup>; the third Monday of January; the third Monday of February; Memorial Day; July 4<sup>th</sup>; Labor Day; November 11<sup>th</sup>; Thanksgiving Day; the day after Thanksgiving; and Christmas. Whenever any of these holidays falls on a Sunday, the following Monday shall be counted a non-working day. When the holiday falls on a Saturday, the preceding Friday shall be counted a non-working day.

The days between December 25<sup>th</sup> and January 1<sup>st</sup> will be classified as nonworking days, provided that the Contractor actually suspends performance of the Work.

An unworkable day is defined as a partial or whole day that the Engineer determines to be unworkable because of weather, conditions caused by the weather, or such other conditions beyond the control of the Contractor that prevent the satisfactory and timely performance of the Work, and such performance, if not hindered, would have otherwise progressed toward physical completion of the Work.

Each working day shall be charged to the Contract Time as it occurs until the Work is physically complete. If requested by the Contractor in writing, the Engineer will provide the Contractor with a weekly statement that shows the number of working days: (1) charged to the Contract Time the week before; (2) specified for the substantial and physical completion of the Contract Time; and (3) remaining to achieve the substantial and physical completion of the Contract. The statement will also show the nonworking days and any partial or whole days that the Engineer declares to be unworkable. If the Contractor disagrees with any statement issued by the Engineer, the Contractor shall submit a written protest within 10 calendar days after the date of the statement. The protest shall be sufficiently detailed to enable the Engineer to ascertain the basis for the dispute and amount of time disputed. Any statement that is not protested by the Contractor as required in this Section shall be deemed as having been accepted as correct. If the Contractor elects to work 10 hours a day 4 days a week (a 4-10 schedule), the fifth day of that week will be charged as a working day if that day would be chargeable as a working day if the Contractor had not elected to utilize a 4-10 schedule.

### **3.04.15 CONSTRUCTION SCHEDULE**

#### **3.04.15(1) Progress Schedule**

- a. Within 5 days after the date the Contract is executed, the Contractor shall submit to the Engineer four copies of a preliminary progress schedule covering the first 90 days of the Work. Within 30 days after the Contract is executed, the Contractor shall submit to the Engineer four copies of a comprehensive critical path method progress schedule and analysis for the entire Work. The preliminary progress schedule may consist of a bar graph or arrow diagram and shall show the time the Contractor intends to start and complete various Work activities. No progress payments will be made until the required progress schedules have been submitted in a form acceptable to the Engineer.
- b. Each week the Work is performed, the Contractor shall submit a Weekly Look-Ahead Schedule showing the Contractor's and all the Subcontractors' proposed Work activities for the next two weeks. The Weekly Look Ahead Schedule shall include the description, duration and sequence of Work, along with the planned hours of Work. This schedule may be network schedule, bar chart, or other standard schedule format. The Weekly Look-Ahead Schedule shall be submitted to the Engineer by the mid-point of the week preceding the scheduled Work or some other mutually agreed upon submittal time.
- c. The comprehensive progress schedule shall include a brief explanation of the schedule submitted, together with an analysis showing the following:
  - i. The percentage of each Work activity completed;
  - ii. The anticipated Substantial Completion Date, Physical Completion, and Contract Completion Date;
  - iii. A description of anticipated problem areas that may impact the schedule;
  - iv. A description of any current factors that are impacting the schedule and the affect of each;
  - v. An explanation of corrective actions taken or proposed.
- d. The Contractor shall promptly, and in no event more than 7 days following the occurrence of any of the events described below, submit to the Engineer a revised schedule:
  - i. A Change Order affects the Contract Time or the sequence of Work activities;

- ii. The progress of any activity on the critical path falls behind schedule or progresses significantly ahead of schedule;
  - iii. A delay in the progress of a non-critical activity results in a change to the critical path for the Work;
  - iv. The Contractor elects to change the sequence of any activities affecting the critical path.
- e. The original and all supplemental progress schedules shall not conflict with any time and order-of-work requirement in the Contract.
  - f. If the Engineer deems that the original or any necessary supplemental progress schedule does not provide the information required in this section, the Owner may withhold progress payments until a schedule containing the required information has been submitted by the Contractor and accepted by the Engineer.
  - g. The Contractor shall comply with other progress schedule requirements that are further defined in the Specifications.
  - h. The Engineer's approval of any schedule shall not transfer any of the Contractor's responsibilities to the Owner. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the Contract.

**3.04.15(2) Extensions of the Contract Time**

- a. The Contractor specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the Owner or anyone for whose actions the Owner is responsible. In lieu thereof, the Contractor will be granted equitable extensions of the Contract Time for which liquidated damages will not otherwise be claimed by the Owner under the following circumstances:
  - i. A delay caused the Contractor by any suit or other legal action against the Owner will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds 90 calendar days. When such period is exceeded, the Owner will, upon written request of the Contractor, either negotiate a termination of the Contract or grant a further extension of the Contract Time, whichever is in the best interests of the Owner.
  - ii. If the volume of specified unit price work is increased over the estimated volume utilized in the Proposal at the time of the Award for reasons beyond the control of the Contractor, and the increased volume delays the Contractor's performance of the Work, the Contractor will be granted an equivalent extension of the Contract Time as determined by the Engineer.



- iii. Should any other unforeseen condition occur that is beyond the reasonable control of Contractor, require more time for the Contractor to complete the performance of the Work by the Substantial Completion Date, the Contractor shall notify the Owner and the Engineer in writing prior to the performance of such work, and in any event within 10 calendar days after the occurrence of the unforeseen condition. The notice shall set forth in detail the Contractor's estimate of the required time extension. The Owner will allow such equitable extension of the Contract Time that the Engineer determines to be appropriate.

### **3.04.15(3) Liquidated Damages**

- a. The Contractor acknowledges that the Owner will suffer monetary damages in the event of an unexcused delay in the Substantial Completion Date and the Physical Completion Date of the Work. If the Contractor fails, without excuse under the Contract, to complete the Work within the Contract Time, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner the amount specified in the Proposal form, not as a penalty, but as liquidated damages for such breach of the Contract, for each day that the Contractor shall be in default after the time stipulated for the Substantial Completion Date and the Physical Completion Date of the Work.
- b. The amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is specifically agreed to be a reasonable approximation of damages that the Owner would sustain as a result of an unexcused delay in the Substantial Completion Date and the Physical Completion Date; said amount may be retained from time to time by the Owner from current progress payments.

### **3.04.16 COMPLETION AND ACCEPTANCE OF THE WORK**

#### **3.04.16(1) Substantial Completion Date**

- a. When the Contractor considers the Work to be substantially complete and ready for its intended purpose, the Contractor shall notify the Engineer in writing and include an itemized list of remaining Work to be completed. On the Substantial Completion Date, the Owner shall have full and unrestricted use and benefit of all of the facilities that comprise the Work, both from an operational and safety standpoint, with only minor incidental work, replacement of temporary substitute facilities, or correction or repair of work remaining for the physical completion of the total Work.

- b. If the Engineer determines that the Work is not substantially complete, it will so notify the Contractor in writing identifying those items of the Work that shall be completed by the Contractor in order to achieve the Substantial Completion Date.
- c. If the Engineer believes that the Work is substantially complete, the Engineer will meet with the Contractor to: (1) prepare a list of incomplete or unsatisfactory items of the Work that shall be completed or corrected; (2) define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, etc., for the facilities; and (3) describe any other issues related to approval of the substantially completed Work. Upon reaching agreement with the Contractor, the Engineer will notify the Owner that, in its opinion and based on the information supplied by the Contractor, the Work is substantially complete, listing the items of incomplete Work, defining the division of responsibilities for the facilities, and setting forth any other terms related to final completion and acceptance.
- d. The Owner, who has sole authority to make the determination of the Substantial Completion Date, will review the Engineer's recommendation that the Work is substantially complete and, if it concurs, will instruct the Engineer to notify the Contractor that the Work is accepted as being substantially complete. Except for any portion(s) of Work specified for early completion or required by the Owner for early possession, substantial completion will not occur for any portion of the Work until the entire Work is ready for possession and use. The approval notice will include a list of incomplete Work items, establish the Substantial Completion Date, and describe any other terms relating to such approval. The Contractor shall acknowledge receipt of the approval notice in writing, indicating acceptance of all of its terms and provisions.
- e. The date of Substantial Completion, as determined by the Engineer and agreed to by the Owner, shall be the date for the beginning of the warranty period.
- f. Subsequent to the Substantial Completion date, the Owner may exclude the Contractor from the Work during such periods when construction activities might interfere with the operation of the Project. The Owner, however, shall allow the Contractor reasonable access for completion of incomplete punch list items.

#### **3.04.16(2) Physical Completion Date**

- a. The Contractor shall complete all physical Work within the Contract Time.
- b. Upon physical completion of the Work, including completion of all corrective Work described in Section 3.04.16(1) above and the submission of all required record drawings, operation and maintenance manuals, manufacturers' affidavits, software and programming, and other items required by the Contract, the Contractor shall notify the Engineer in writing that the Work is physically complete. Upon receipt of the notification, the Engineer will determine if the

Work is physically complete in accordance with the Contract. If the Engineer determines that any materials, equipment, or workmanship do not meet the requirements of the Contract, the Engineer will prepare a list of such items and submit it to the Contractor. Following the satisfactory completion of the corrective Work by the Contractor, the Engineer will notify the Owner that the Work is physically complete in accordance with the requirements of the Contract.

- c. The Engineer, with the concurrence of the Owner, will give the Contractor written notice of the Physical Completion Date for all of the Work. The Physical Completion Date shall not constitute the Owner's acceptance of the Work.

**3.04.16(3) Contract Completion Date (Acceptance of the Project)**

- a. When all of the Contractor's obligations under the Contract have been performed satisfactorily, the Engineer will provide the Contractor with written notice of the Contract Completion Date. The following events shall occur in order for the Contractor to achieve the Contract Completion Date:
  - 1. The Contractor shall have achieved the Substantial Completion Date and the Physical Completion Date for the Work; and
  - 2. The Contractor shall furnish all documentation required by the Contract and required by law. The documents shall include, but are not limited to, the following:
    - i. Complete and legally effective releases and/or waivers of liens or bond or retainage claims in a form acceptable to the Owner. Subject to prior approval of the Owner, the Contractor may, if approved by the Owner, submit in lieu of the lien or claims releases and waivers: (1) receipts showing payment of all accounts in full; (2) an affidavit that the release and receipts cover all labor, services, materials, and equipment for which a lien or other claim could be filed and that all payrolls, material, and equipment bills and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid; and (3) the consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release waiver or receipt in a form satisfactory to the Owner, the Contractor may be permitted by the Owner to furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any lien or similar claim;
    - ii. Certified Payrolls (Federal Aid projects only);
    - iii. Final Contract Voucher Certification.

- iv. Affidavits of Wages Paid for the Contractor and all subcontractors must be submitted to the Owner.
- b. The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

#### **3.04.16(4) Use of Completed Portions of the Work**

The Owner reserves the right to use and occupy any portion of the Work which has been completed sufficiently to permit partial use and occupancy, and such partial use and occupancy shall not be construed as an acceptance of the Work as a whole or any part thereof. Any claims that the Owner may have against the Contractor shall not be deemed to have been waived by such partial use and occupancy.

#### **3.04.16(5) Waiver of Claims by Contractor**

The Contractor's acceptance of the final payment from the Owner constitutes an irrevocable and complete waiver of any and all claims against the Owner under this Contract or otherwise arising from the Work, except for those claims that have been properly identified in writing in advance of final payment, and for which timely and sufficient prior written notice has been given, all in accordance with the Contract.

#### **3.04.17 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT**

The Owner's final payment to the Contractor shall not relieve the Contractor of responsibility for faulty materials, equipment or workmanship. The Contractor shall promptly repair or replace any such defects discovered within the warranty or other applicable limitations period.

#### **3.04.18 RETAINAGE**

1. Pursuant to RCW 60.28, there will be retained from monies earned by the Contractor on progress estimates a sum not to exceed 5 percent of the monies earned by the Contractor. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to

RCW Title 82, which may be due from such Contractor, and (2) the claims of any other person or entity arising under the Contract or RCW 60.28.

2. Monies retained pursuant to RCW 60.28 shall, at the option of the Contractor, be:
  - a. Retained in a fund by the Owner;
  - b. Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained may be paid to the Contractor);
  - c. Deposited by the Owner in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the Owner and are not to be allowed to be withdrawn without the Owner's written authorization. The Owner will issue a check representing the sum of the monies reserved, payable to the bank or trust company;
  - d. In choosing option (b) or (c), the Contractor agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retainage in securities.

At the time the Contract is executed the Contractor shall designate the option desired.

3. Release of retainage will be made within the statutory period following the last date for filing of claims pursuant to RCW Chapter 60.28, provided that the following conditions are met:
  - a. A release has been obtained from the Washington State Department of Revenue;
  - b. A "Certificate of Payment of Contributions Penalties and Interest on Public Works Contract" is received from the Washington State Employment Security Department;
  - c. The Washington State Department of Labor and Industries indicates the Contractor is current on the payment of industrial insurance and medical aid premiums;
  - d. No claims have been filed against the retained percentage;
  - e. All required "Affidavits of Wages Paid" are on file with the Owner for the Contractor and all Subcontractors, regardless of tier;

4. In the event that claims are filed against the retainage, the Contractor will be paid the retained percentage less an amount sufficient to pay all such claims, together with a sum determined by the Owner to be sufficient to pay the costs of foreclosing on claims and to attorneys' fees, all in accordance with applicable law.

### **3.05 DISPUTES AND CLAIMS**

#### **3.05.1 DISPUTES**

When disputes occur, the Contractor shall pursue resolution through the Engineer. The Contractor shall follow the procedures outlined in Section 3.04. If negotiation using the procedures outlined in Section 3.04 fails to provide satisfactory resolution, the Contractor shall pursue the more formalized method set forth in Section 3.05.2 for submitting claims.

#### **3.05.2 CLAIMS**

If the Contractor contends that additional payment is due, and the Contractor has pursued and exhausted all of the means provided in Section 3-05.1 to resolve the dispute, the Contractor may submit a claim as provided in this Section. Any claim for an increase in the contract price or for an extension of the Contract Time by the Contractor is waived if the written notifications required in Section 3-04.8 are not provided, or if the Engineer is not afforded reasonable access to the Contractor's complete records relating to the claim, as required by Section 3-04.8, or if a claim is not submitted in accordance with the requirements of this Section. The fact that the Contractor has provided proper notification, properly submitted a claim, or provided the Engineer with access to records, shall not in any way be construed as proving or substantiating the validity of the claim. If, after consideration by the Owner, the claim is found to have merit, the Owner will make an equitable adjustment to either the Contract price, the Contract Time, or both. If the Owner finds the claim to be without merit, no adjustment will be made.

All claims submitted by the Contractor shall be in writing and in sufficient detail to enable the Engineer to ascertain the basis for and amount of the claim. All claims shall be submitted to the Engineer as provided in Section 3.03.6. The following information shall accompany each claim submitted:

1. A detailed factual statement of the basis for the claim for additional compensation and/or extension of time, including all relevant dates, locations, and items of work relating to the claim;
2. The date on which the events occurred that give rise to the claim;
3. The name of each person involved in or having knowledge about the claim;
4. The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim;

5. If the claim relates to a decision of the Engineer that the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Engineer.
6. The identification of any documents and the substance of any oral communications that support the claim;
7. Copies of any identified documents, other than Owner documents and documents previously furnished to the Owner by the Contractor, that support the claim (manuals which are standard to the industry may be included by reference).
8. If an extension of the Contract Time is sought:
  - a. The specific days and dates for which the extension is sought;
  - b. The specific reasons why the Contractor believes a time extension should be granted;
  - c. The specific provisions of Section 3-04.15(2) under which the time extension is sought; and
  - d. An analysis of the Contractor's progress schedule, demonstrating the reasons why a time extension should be granted.
9. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
  - a. Labor;
  - b. Materials;
  - c. Direct equipment. The actual cost for each piece of equipment for which a claim is made, or, in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement which was in effect when the Work was performed. The amounts claimed for any piece of equipment shall not exceed the rates established by the Equipment Rental Agreement, even if the actual cost for such equipment is higher. The Owner may audit the Contractor's cost records, as provided in Section 3.06, to determine actual equipment costs. The following information shall be provided for each piece of equipment:
    - (1) Detailed description (e.g., make, model, year, diesel or gas, size of bucket);
    - (2) The hours of use or standby; and
    - (3) The specific day and dates of use or standby.
  - d. Subcontractor claims (in the same level of detail as specified herein); and
  - e. Other information as requested by the Engineer or the Owner.

10. A notarized statement containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

\_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_  
(company)

hereby certifies that the claim for extra compensation and time, if any, made herein for work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between the parties.

Dated \_\_\_\_\_ /s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

It will be the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred with respect to any claim. The Contractor shall permit the Engineer to have access to those records and any other records and documents as may be required by the Engineer to determine the facts or contentions involved in the claim. The Contractor shall retain all records and documents in any way relating to the Work for a period of not less than three years after the Contract Completion Date.

The Contractor shall in good faith attempt to reach a negotiated resolution of all claims with the Engineer or its designee.

The Contractor's failure to submit with the Final Contract Voucher Certification a list of all claims, together with the information and details required by this Section shall operate as a waiver of the claims by the Contractor, as provided in Section 3.04.12(10).

If the Contractor submits a claim in full compliance with all the requirements of this Section, the Owner will respond in writing to the claim as follows:

1. Within 45 calendar days from the date the claim is received by the Owner, if the claim amount is less than \$100,000;
2. Within 90 calendar days from the date the claim is received by the Owner, if the claim amount is equal to or greater than \$100,000; or



3. If these time periods are unreasonable due to the complexity of the claim, the Contractor will be notified within 15 calendar days from the date the claim is received by the Owner of the amount of time which will be necessary for the Owner to evaluate the claim and issue a response.

Full compliance by the Contractor with the provisions of this Section is a condition precedent to the Contractor's right to seek commence a lawsuit or pursue other legal remedies.

### **3.05.3 CLAIMS RESOLUTION**

Venue for any lawsuit arising out of this contract or otherwise relating in any way to the Work shall be in the state courts in the county in which the Work site, or the primary Work site if there is more than one Work site, is located. The Contractor shall include a clause in all subcontracts providing that venue for all Subcontractor claims shall be in the state courts in the county in which the Work site, or the primary Work site if there is more than one Work site, is located.

### **3.05.4 CONTINUATION OF WORK PENDING RESOLUTION OF DISPUTES**

The Contractor shall expeditiously carry on the Work, adhere to the progress schedule, and comply with all written directives of the Owner or the Engineer regardless of any dispute or claim that may exist between the Owner and the Contractor. No Work shall be delayed or postponed pending resolution of any dispute or claim. Failure or refusal of the Contractor to comply with the written directives of the Owner or the Engineer shall constitute a material breach of this contract and immediately constitute grounds for the Owner to withhold payments to the Contractor, suspend the Work or terminate this Contract. Notice under this Section shall be in accordance other provisions of the Contract.

### **3.06 AUDITS**

If the Contractor requests an equitable adjustment to either the Contract price or the Contract Time, the Owner shall have the right to audit the Contractor's books, records, other documents, and accounting practices and procedures, and to inspect the Contractor's plant, equipment and facilities to examine all facts and verify all direct and indirect costs of whatever nature claimed to have been incurred or are anticipated to be incurred. The right to audit encompasses all subcontracts and is binding upon Subcontractors. All subcontracts that the Contractor enters into shall contain a clause allowing the Owner to audit all Subcontractor books, records, other documents, and accounting practices and procedures, and to inspect the Subcontractor's plant, equipment and facilities. All audits shall be performed by auditors of the Owner during normal working hours at the Contractor's or Subcontractor's office or any other location mutually agreed upon. The Contractor shall cooperate fully with the auditor and shall make available all required information. Failure to cooperate or provide requested information shall be grounds for denial of the claim.

### **3.07 SUSPENSION OF WORK AND TERMINATION OF CONTRACT**

#### **3.07.1 SUSPENSION OF WORK**

1. The Owner or the Engineer may order suspension of all or any part of the Work if:
  - a. Unsuitable or other conditions that are beyond the reasonable control of the Contractor exist or arise that prevent satisfactory and timely performance of the Work; or
  - b. The Contractor fails to comply with written directives by the Owner or the Engineer to correct deficiencies in its performance of the Work; or
  - c. It is in the public interest.
2. If the Contractor believes that suspension of performance of all or any part of the Work is occasioned by any wrongful act or omission of the Owner, the Contractor shall notify the Engineer in writing within 10 calendar days following the beginning of the suspension of the Contractor's intent to seek an equitable adjustment in the Contract Time or the Contract price.
3. If the Contractor believes that the suspension of performance of all or part of the Work has continued for an unreasonable period of time, the Contractor shall give written notice to the Engineer of its intention to seek an equitable adjustment in the Contract Time or the Contract price. In the event that an equitable adjustment is allowed, no adjustment shall be allowed for any time lost or costs incurred more than 10 calendar days before delivery of the written notice to the Engineer.
4. If the Engineer determines that the suspension is for reasons set forth in Subsection a. above, an equitable adjustment will be made in the Contract Time but not the Contract price. If the Engineer determines that the suspension is for reasons set forth in Subsection b. above, no adjustment shall be made in the Contract Time or the Contract price.

#### **3.07.2 TERMINATION FOR DEFAULT**

1. The Owner may terminate this Contract for default, effective seven days following delivery of written notice of default to the Contractor, if the Contractor:
  - a. Refuses or fails to supply enough properly skilled laborers or conforming materials to complete the Work in a timely manner;
  - b. Refuses or fails to prosecute the Work with such diligence as will ensure its physical completion by the Physical Completion Date;

- c. Performs work which deviates from the requirements of the Contract and refuses or fails to correct the non-conforming work;
  - d. Fails to make prompt payment to Subcontractors and/or suppliers for labor or materials;
  - e. Fails to comply with laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
  - f. Otherwise fails to follow written directives of the Owner or the Engineer or is in default of a material provision of the Contract.
2. If the Contractor abandons the Work for any cause other than failure of the Owner to make monthly progress payments for work properly performed, or if the Contractor refuses to comply with requirements of the Contract, the Owner has the additional right to notify the Contractor's performance bond surety and require the surety to complete the Work in accordance with the Contract.

### **3.07.3 TERMINATION FOR CONVENIENCE OF THE OWNER**

The Owner may by written notice terminate this Contract at any time in whole or in part, without cause, and except where termination is due to the Contractor's default, the Owner shall pay the Contractor that portion of the Contract price corresponding to the Work completed to the Owner's satisfaction, together with reasonable costs, as determined in the sole discretion of the Engineer, necessarily incurred by the Contractor in terminating the remaining portion of Work, less any payments made before termination. In no event shall the Owner be required to pay the Contractor any amount in excess of the Contract price. The Owner shall not be required to pay the Contractor any amount for lost anticipated profits on Work that is not performed as a result of termination.

### **3.07.4 RESPONSIBILITY OF THE CONTRACTOR AND SURETY**

Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of this Contract relieve the sureties of their obligations under the bonds required or permitted by the Contract or applicable law.

**PART 4**  
**TECHNICAL SPECIFICATIONS**

# ENGINEERING SPECIFICATIONS

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**DIVISION 1**

**GENERAL TECHNICAL REQUIREMENTS**

## SECTION 01110

### SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK

The intent of this Contract is to construct a production well that fully penetrates the target water-bearing zone and to test the formation for water quality at different levels as the well is being drilled. Work shall include, but not be limited to, the following:

- A. Drill one 8-inch diameter well to a depth of approximately 150 feet.
- B. Provide a 4-inch submersible pump (5 to 10 gpm capacity) and all necessary equipment and a power source to allow periodic pumping and water quality sampling as the well is being drilled.
- C. Obtain water samples from water productive zones encountered during drilling to determine water quality from productive zones. The target completion for this well will be determined from water quality results from tests conducted during well construction.
- D. Complete the well and install a well screen at the desired production zone as directed based on information collected during the drilling process.
- E. Develop the well by mechanical surging or other approved technique to maximize the productivity of the well.
- F. Perform a step-rate test and a long term constant-rate pumping test (of at least 24-hours duration) at rates of up to 150 gpm from a settling of approximately 130 feet. The test pump and power supply to be provided by the Contractor.
- G. Properly dispose of all drilling waste, pump test water, and any and all other wastes generated by the Contractor, in a manner acceptable to regulatory and permitting agencies and the Owner.
- H. Restore the site to a condition acceptable to the Owner.

## **1.2 PROJECT INFORMATION**

The Contract Documents show the location, arrangement, and type of work to be performed under the proposed project.

Should the first well produce adequate quality and quantity of water, the Owner may elect to have the Contractor drill up to three additional wells under this Contract.

It is the intent and purpose of these Contract Documents to have constructed complete facilities in good working order for the least practical cost to the Owner. Suggestions, recommendations, as well as inquiries from the Contractor that will serve this purpose are welcome and will be given consideration by the Owner.

The Owner has contracted with Robinson and Noble (Geologist) to provide hydrogeology service during the project. The Owner has contracted with Gray & Osborne, Inc. (Engineer) to provide engineering services during the project. The Geologist and the Engineer may act as the Owner's representatives during this project.

## **1.3 CONTRACTOR USE OF SITE AND PREMISES**

Construction operations shall be limited to the project site and subject to the approval of the Owner. The Contractor shall meet all these conditions while performing his work.

The Contractor shall plan the work to be completed within the time limits indicated in these Specifications. The hours of construction work shall be confined to the period of 8:00 a.m. to 6:00 p.m., Monday through Friday. No construction equipment shall be started, warmed-up or tested prior to 7:00 a.m., and all construction equipment shall be promptly shut down at 6:00 p.m. No work shall be permitted on weekends or holidays without prior approval of the Owner and Geologist.

The Contractor shall allow representatives of the funding and regulatory agencies access to the project site at all times.

## **1.4 ORDER OF WORK**

The order of work will be at the option of the Contractor, except as noted below, in keeping with good construction practice, time restrictions, requirements of the permits applicable to this project, and the order of work as outlined herein, all costs of which shall be included in the various bid amounts. The following



summary shall be used as a general guideline of the construction tasks to be performed. The tasks are generally listed in the order of completion.

As a **first order of work**, the Contractor shall submit a project schedule (critical path method), prior to attending a mandatory preconstruction conference. The Contractor's site foreman shall also attend this mandatory conference.

As a **second order of work**, the Contractor shall provide all "submittals."

As a **third order of work**, the Contractor shall install drill and test the well.

As a **fourth order of work**, the Contractor shall clean-up and restore the site.

The implementation of any measure required to protect the environment shall supersede any order of work designated within these Specifications. The Contractor shall meet the conditions as outlined in any and all permits and requirements of the Federal, State, County, and City regulatory agencies.

**\*\*\* END OF SECTION \*\*\***

## **SECTION 01160**

### **REGULATORY REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

The work specified in this Section contains information pertaining to permits and licenses, and use of private property.

##### **1.2 PERMITS AND LICENSES**

Except as noted below, the Contractor shall be responsible for obtaining and paying all fees associated with all the necessary permits, licenses, approvals, and construction permits necessary for the execution of this Contract, whether they be City, County, State, or federal permits.

The Owner will be responsible for obtaining the following approvals and permits, and will pay the fees associated with the application and procurement of such approvals and permits. The Contractor is advised to become familiar with these approvals and permits necessary for this project. The Contractor shall comply with all conditions of each approval/permit as if the conditions were detailed herein.

###### **A. Department of Health Well Site Approval**

The Owner will obtain a well site approval form from the Washington State Department of Health.

The Contractor shall be responsible for obtaining all other required permits, including, but not necessarily limited to, obtaining a start card from the Washington State Department of Ecology.

##### **1.3 USE OF PRIVATE PROPERTY**

The Contractor shall be responsible for all conditions of any arrangements the Contractor makes for the use of any privately owned property.

In the event any dispute occurs and claims for damages are filed by the property owners, the Owner will request that the Contractor give evidence that he has requested his insurance company to make personal contact with the claimants. Any settlement for insurance claims shall be strictly an act restricted to the claimant, the Contractor, and his insurance company.

The Contractor is advised that in the event of any property damage, the Owner reserves the right to withhold monies to protect the property owner.

#### **1.4 PROPERTY RELEASE FORM**

The Contractor shall be held responsible for acquiring signed property release forms, in the format provided on the following page, for all properties that have been disturbed or damaged by the Contractor's operations, or utilized by the Contractor for staging, storing, or stock piling of materials or equipment.

This work shall include submitting the form(s), as further shown herein, by certified mail to each property owner effected and further including therein a self addressed stamped envelope for the property owner's use. The enclosed self addressed envelope shall be addressed to: North Beach Water District, 25902 Vernon Avenue, Ocean Park, WA 98640. Contractor shall provide evidence of all certified mailings.

**\*\*\* END OF SECTION \*\*\***

**PROPERTY RELEASE**

\_\_\_\_\_  
(Property Address)  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

I, \_\_\_\_\_, owner of \_\_\_\_\_  
(Property Owner's Name) (Property Description or

\_\_\_\_\_, hereby release  
Address)

\_\_\_\_\_, from any property  
(Contractor's Name)

damage or personal injury resulting from construction adjacent

to or on my property located at \_\_\_\_\_,  
(Property Address)

during construction of the South Wellfield Drilling and Testing Project Wiegardt Property  
Test Well No. 1.

My signature below is my acknowledgment and acceptance that my property, as identified  
above, was returned to a satisfactory condition.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## SECTION 01200

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.1 SCOPE

This Section further defines Measurement and Payment for this project.

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals

##### 1.3 MEASUREMENT

Measurement for all items shall be as indicated in these Specifications for unit price and lump sum price bid items. Bid items are outlined in detail in this Specification Section and listed in the Proposal.

Measurement shall be in accordance with Section 1-09.1 of the WSDOT Standard Specifications. Volumes of gravel materials and concrete volumes shall be measured by the Geologist in the field and quantities will be limited to the relative neat line dimensions shown on the Plans or as approved by the Geologist in the field.

Weighing equipment, scale verification checks, load tickets for quarry spalls, rock rip rap, cobbles, gravel materials, hot mix asphalt, bituminous construction materials, etc., shall conform to Section 1-09.2 of the WSDOT Standard Specifications. Load tickets shall include all gravel materials, cast-in-place concrete, cement grout, CDF, hot mix asphalt, ATB, and reinforcing steel. The Owner will pay for no material received by weight unless they have been weighed as required in this Section or as required by another method the Geologist has approved in writing. All costs incidental to weighing shall be merged into the various unit prices bid.

##### 1.4 INDIVIDUAL BID ITEMS

The following is a list of bid items for the project. The contract price for each item constitutes full compensation for furnishing all equipment, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the various bid items in accordance with the Contract Documents. Payment for each item shall be considered as full compensation,

notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. If a particular item of work shown on the Plans or described in Specifications is not described in a specific bid item, this item of work shall be considered as incidental to the work and the costs for this work shall be merged into the various respective unit price and lump sum bid items.

A. BASE BID

1. Mobilization and Demobilization

- a. Measurement: Shall be measured by lump sum.
- b. Payment: The lump sum contract price for MOBILIZATION AND DEMOBILIZATION shall include all costs for the labor, materials, and equipment required for mobilization and demobilization on the project as described in Section 01505. This item includes all compensation for site preparation and the fee for the Washington Department of Ecology Notice of Intent.

Payment for MOBILIZATION AND DEMOBILIZATION shall be as follows:

70% Payment: When drilling starts.

100% Payment: When all equipment and materials are removed from the site and the site is left in a clean and orderly state.

2. Surface Seal

- a. Measurement: Shall be measured by lump sum
- b. Payment: The lump sum contract price for SURFACE SEAL shall be for a seal, which consists of a 12-inch cased hole to at least 18 feet deep, with such casing having a 4-inch greater diameter than the uppermost permanent casing, and with such casing removed at job conclusion as the annulus is grouted. Price bid includes all labor and materials to drill the oversized hole, provide temporary use of casing, maintain proper sealing procedures according to

WAC 173-160-231(2), and provide and place the grout seal.

3. 8-Inch Drive Shoe
  - a. Measurement: Shall be measured per each.
  - b. Payment: The unit price per each for 8-INCH DRIVE SHOE shall be for each shoe welded to permanent casings and successfully driven to depth.
  
4. Drill Hole for 8-Inch Casing
  - a. Measurement: Shall be measured per linear foot.
  - b. Payment: The unit price per linear foot for DRILL HOLE FOR 8-INCH CASING shall be per lineal foot of 8-inch hole drilled below the surface seal casing.
  
5. Provide and Install 8-Inch Casing
  - a. Measurement: Shall be measured per linear foot.
  - b. Payment: The unit price per linear foot for PROVIDE AND INSTALL 8-INCH CASING shall be per lineal foot of permanent 8-inch casing set below land surface, plus 2 feet of final stickup. Price bid shall include labor for installation of casing, including any overlap casing, should casing reduction be required.
  
6. 8-Inch Shoe Cut
  - a. Measurement: Shall be measured per each.
  - b. Payment: The unit price per each for 8-INCH SHOE CUT shall be for each successful separation of the drive shoe from the permanent casing. The price bid shall include all costs for the provision of the cutter assembly, as well as running in, cutting, and removing the cutter assembly.
  
7. Provide Well Screen and Fittings
  - a. Measurement: Shall be measured by actual cost.

- b. Payment: The lump sum contract price for PROVIDE WELL SCREEN AND FITTINGS shall be at the manufacturer's invoiced price plus actual cost of freight. The screen order shall be made from the Geologist's design. For bidding purposes, the amount of \$6,000 has been entered into the Bid Proposal for this item.

8. Extra Materials

- a. Measurement: Shall be based on any extra materials not specified herein, as approved by the Owner. Extra materials include, but are not limited to risers, spacers for well screen assemblies, chemical dispersant, and gravel pack materials.
- b. Payment: Payment for EXTRA MATERIALS shall be made a documented cost plus 15 percent handling. For bidding purposes, an amount of \$2,000 has been entered into the Bid Proposal for this item.

9. Authorized Rig Work

- a. Measurement: Shall be measured by hours.
- b. Payment: The unit price per hour for AUTHORIZED RIG WORK shall be at the hourly rate bid for any requested work not otherwise covered by unit prices herein, which work requires a fully operating rig and a minimum of a two-person crew.

The unit price shall cover the furnishing of all equipment, labor, tools, and miscellaneous material necessary for installation and removal of the 4-inch submersible pump up to six (6) times for water quality sampling, installing of the well screen assembly, performance of development work, and other similar construction activities not described under other bid items and as approved by the Owner.

No payment will be made to the Contractor for the hourly work being performed when any equipment is being repaired, cleaned, or when the equipment is not in good working condition, or a suitable crew is not on duty at the site. Records for this work will be maintained by the



Contractor and made available to the Owner on a daily basis.

10. Provide, Install and Remove Test Pump

- a. Measurement: Shall be measured by lump sum.
- b. Payment: The lump sum contract price for PROVIDE, INSTALL AND REMOVE TEST PUMP shall be on a lump sum basis for the successful installation and final removal of the test pump and assembly, and shall include all necessary accessories to conduct any and all required complete pump tests as specified herein. Unless otherwise authorized, this item is to be used only once. Interim removal and resetting of the test pump would be covered under authorized rig work. The price shall include but not limited to provision of a test pump capable of producing the desired test pump rate at the head conditions at the well, power supply for the test pump, a means for adjusting and controlling the flow rate to obtain and maintain the desired flow rates during pump testing, provision of an accepted discharge method for water pumped, and additional pipe to escort discharge water to the point of disposal.

Payment for this item will not be made if representative water level measurements cannot be obtained from the installed sounding tube(s). This item also includes providing the 4-inch submersible test pump and all necessary equipment and power source for water quality sampling during well construction.

11. Operate Pump

- a. Measurement: Shall be measured by hours.
- b. Payment: The unit price bid per hour for OPERATE PUMP shall be at the hourly rate bid. Only one operator is required during pump operation. Payment for this item will not be authorized in situations where the pump is not operational, representative water level measurements cannot be obtained from the installed sounding tube, or when the pump operation is below the requirements set forth in the Specifications unless otherwise agreed to by the Owner.

This item also includes operation of the 4-inch submersible pump for water quality sampling during well construction.

12. Authorized Stand-By/Shop Time

- a. Measurement: Shall be measured by hours.
- b. Payment: The unit price bid per hour for AUTHORIZED STAND-BY/SHOP TIME shall be at the hourly rate bid for any directed work not otherwise covered by unit prices herein, which does not require a fully operating rig. Stand-By/Shop Time shall also be paid per hour for time lost during a single 8-hour working shift while geophysical logging is delaying work, or for time required for one employee to fabricate shop items. During geophysical logging, the Contractor will provide one employee for assistance as requested by the Geologist. All shop times shall be approved by the Owner.

13. Salvage Credit for 8-Inch Casing

- a. Measurement: Shall be measured by linear foot.
- b. Payment: The unit price bid per linear foot for SALVAGE CREDIT FOR 8-INCH CASING shall be deducted for each linear foot of permanent casing that is recovered and reusable in lengths of 5 feet or more, and as agreed upon by the Contractor and Owner. Such recovered casing becomes the Contractor's property. Labor for salvage is paid at the rate bid for hourly work under authorized rig work.

**1.5 PAYMENT**

Payment for all work will be made at the contract unit price or lump sum price as indicated in the Proposal, payment of which shall constitute full compensation, for a complete installation.

**\*\*\* END OF SECTION \*\*\***

## **SECTION 01300**

### **SUBMITTALS**

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

The work specified in this Section includes requirements that apply to all equipment and materials supplied on the Project.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the requirements of the Contract Documents. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Owner in each case where his submittal may affect the work of another contractor or the Owner. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors and shall verify such coordination on all submittals.

Where noted in the Contract Documents, the structural, mechanical, and electrical designs associated with the indicated equipment items are specific to the manufacturer and model number specified. Any structural, mechanical, or electrical modifications required to utilize an approved substitution to the specified equipment shall be made by the Contractor at no additional cost to the Owner. Where approved substitutions of specified equipment affect other materials or equipment, mechanical, structural, or electrical work, the Contractor shall note in the equipment submittal any necessary changes to accommodate the substituted equipment. It shall also be the responsibility of the Contractor to coordinate other mechanical, structural, or electrical equipment submittals to make sure that all changes necessary to accommodate the substituted equipment are addressed in these submittals as well. See General Condition 3.04.3.

##### **1.2 WORK INCLUDED**

Submittals required for this work shall include any or all of the following as required by the particular specification section and the submittal schedule:

- A. Schedules and Plans

**B. PRODUCT SUBMITTALS**

1. Manufacturer's Literature
2. Test Reports

**C. Post-Construction (Record) Drawings (see Section 01720)**

**1.3 SUBMITTAL INFORMATION**

Shop, catalog, and other appropriate drawings and information shall be submitted to the Owner for review prior to fabrication or ordering of all equipment and materials specified. The number of copies of submittal information to be submitted shall be as indicated below.

All submittal information shall be sent to the Owner through the Contractor. The Contractor shall assign a separate submittal number to each item or group of items that relate to each specification section. Submittal numbers shall be assigned in consecutive ascending order, with the first project submittal assigned the number "1." Resubmittals shall be numbered using the same number followed by an alphabetical suffix. All submittals shall bear the Contractor's certification that he has reviewed, checked, and approved the submittal information prior to transmitting to the Owner. The submittal number and related specification section shall be marked on each submittal.

**PART 2 PRODUCTS**

**2.1 PRODUCT SUBMITTALS**

**A. GENERAL**

When indicated in the Contract Documents, the contractor shall submit product data for review by the Owner. Five copies of all the submitted information shall be provided. Alternatively the Contractor may submit product data electronically in a PDF format. Unless otherwise specified, within 7 calendar days after receipt of the submittal, the Owner shall review the submittal and return three copies of the marked-up submittal. The reproducible original will be retained by the Owner. The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment, or work method complies with the project Specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in operation and maintenance data, a corrected copy shall be provided.
3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If the review indicates that the material, equipment, or work method does not comply with the project Specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

**B. MANUFACTURER'S LITERATURE**

Where the contents of submitted literature include data not pertinent to the submittal, the portion(s) of the contents being submitted for the Owner's review shall be clearly indicated.

**C. TEST REPORTS**

A minimum of five copies of all test reports shall be submitted to the Owner.

**PART 3 EXECUTION**

**3.1 IDENTIFICATION OF SUBMITTALS**

**A. GENERAL**

Each submittal shall be accompanied by a letter of transmittal showing the date of transmittal, Specification Section, or drawing number to which the

submittal pertains, submittal number, and a brief description of the material submitted.

**B. RESUBMITTALS**

When material is resubmitted for any reason, it shall be submitted under a new letter of transmittal and referenced to the previous submittal.

**3.2 REVIEW OF SUBMITTALS**

The Owner will review all submittals for general conformance with the design and other requirements of the Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Contract Documents. Submittals may be rejected based on inadequate information and/or not meeting the requirements of the Contract Documents. Rejection of submittals requires action on the part of the Contractor to correct the reason for the rejection. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, and for techniques of assembly and installation.

**3.3 COORDINATION OF PRODUCT SUBMITTALS**

**A. GENERAL**

Prior to submittal for review by the Owner, all data shall be fully coordinated, including the following:

1. All field dimensions and conditions.
2. All trades and public agencies involved, including necessary approvals.
3. All deviations from the Contract Documents.

**B. GROUPING OF SUBMITTALS**

1. All submittals shall be grouped with associated items, unless otherwise specifically permitted by the Owner.
2. The Owner may reject the submittals in their entirety or any part thereof, if not in accordance with the Contract Documents.

C. CERTIFICATION

Submittals shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings prior to forwarding them to the Owner.

**3.4 TIMING OF PRODUCT SUBMITTALS**

A. GENERAL

1. All submittals shall be made far enough in advance of installation to provide all required time for reviews and securing necessary approvals.
2. In scheduling, the Contractor shall allow for the time indicated in Part 2.2A for the Owner's review following his receipt of the submittal.

B. DELAYS

No additional or separate payment will be made for costs of delays occasioned by tardiness of submittals on the part of the Contractor.

**\*\*\* END OF SECTION \*\*\***

## **SECTION 01310**

### **PROJECT MEETINGS**

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

The work specified in this Section includes information pertaining to the various meetings that will be held during the course of constructing this project.

##### **1.2 PRECONSTRUCTION CONFERENCE**

As soon as possible following the award of the Contract, a preconstruction conference shall be scheduled for representatives of the Owner, the Contractor, the Geologist, funding agencies, regulatory agencies, and affected utilities.

##### **1.3 PROJECT PROGRESS MEETINGS**

The Owner and the Geologist/Engineer will schedule and attend regular weekly meetings with the Contractor for coordination, administrative, and procedural requirements of the project.

##### **1.4 CONSTRUCTION MEETINGS**

The Contractor shall schedule and hold regular meetings during the project:

- A. Safety Meetings (Contractor's subcontractors shall attend if they are working onsite.)
- B. Project Progress Meetings

The Contractor shall notify the Owner and Geologist/ Engineer in advance of all meetings. The meetings may or may not be attended by the Owner and Geologist/ Engineer.

**\*\*\* END OF SECTION \*\*\***



## **SECTION 01505**

### **MOBILIZATION AND DEMOBILIZATION**

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

The work specified in this Section consists of mobilization and demobilization. Mobilization consists of preconstruction activities and preparatory work for the project necessary to mobilize labor, materials, and equipment to the project site. Demobilization consists of activities to remove materials and equipment from the project site upon project completion, including final cleanup. Items which are not considered mobilization or demobilization include but are not limited to:

- A. On-going activities throughout the duration of construction.
- B. Profit, interest on borrowed money, overhead, or management costs.

#### **PART 2 PRODUCTS**

Products and materials required for mobilization and demobilization are described in the various sections of Division 1 and in other parts of the Contract Documents.

#### **PART 3 EXECUTION**

Complete mobilization and demobilization as required by the various sections of Division 1 and other parts of the Contract Documents.

**\*\*\* END OF SECTION \*\*\***

## **SECTION 01740**

### **CLEANUP**

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

The work specified in this Section includes the maintenance of the building, structures, and site(s) in a standard of cleanliness throughout the construction period as described herein.

Throughout the construction period, the Contractor shall maintain the cleanliness of the site and structures as described herein. The Contractor is also to maintain access to all existing, operating equipment such that the equipment may be serviced and operated.

Dust of all kinds, including concrete dust produced by construction activities, shall be controlled to avoid damage to existing, operating equipment. Enclosures, ventilation, and air scrubbing may be required where significant potential for damage is determined by the Owner.

##### **1.2 RELATED WORK SPECIFIED ELSEWHERE**

In addition to standards described in this Section, comply with all requirements for cleaning up when described in other sections of these Contract Documents.

##### **1.3 QUALITY ASSURANCE**

###### **A. INSPECTION**

The Contractor shall conduct daily site inspections, and more often if necessary, to verify that requirements are being met.

###### **B. CODES AND STANDARDS**

In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

## **PART 2 PRODUCTS**

### **2.1 CLEANING MATERIALS AND EQUIPMENT**

Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

### **2.2 COMPATIBILITY**

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Owner.

## **PART 3 EXECUTION**

### **3.1 PROGRESS CLEANING**

#### **A. GENERAL**

Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.

Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.

At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the project site.

Provide adequate storage for all materials awaiting removal from the project site, observing all requirements for fire protection and protection of the environment.

#### **B. SITE**

Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Move these items into a place designated for their storage until disposal becomes available.

Weekly, and more often if necessary, inspect all arrangements of materials stored on the site, restack, arrange, or otherwise service all arrangements to meet the requirements above.

Maintain the site in a neat and orderly condition at all times so as to meet the approval of the Owner.

C. STREETS

All paved and unpaved streets in the vicinity of the project shall be kept free of material tracked from the project site(s) or dropped from vehicles entering and leaving the site(s). The Contractor shall inspect roads in each active area daily, and all material deposited on the road from the Contractor's activities shall be removed prior to the end of the workday. This shall include sweeping, as required, to collect any mud, dirt and dust from the surface. All catch basins and culverts in the work area shall be inspected before completion and cleaned as directed by the Owner.

**3.2 FINAL CLEANING**

A. DEFINITION

Except as otherwise specifically provided, "clean" shall be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance equipment and materials.

B. GENERAL

Prior to final inspection, remove from the jobsite all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final project cleaning as described below.

C. TIMING

Schedule a final cleaning inspection to enable the Owner to accept a completely clean project, ready for occupancy.

**\*\*\* END OF SECTION \*\*\***

**DIVISION 2**

**SITework**

## SECTION 02520

### WATER SUPPLY WELLS

#### PART 1 GENERAL

##### 1.1 SCOPE

The work specified in this Section includes drilling and testing 8-inch water supply wells using the cable tool method as specified herein. The target production capacity is 150 gpm for each well. The well(s) will be drilled with 8-inch diameter casing and will be completed with a naturally developed or pre-pack, stainless steel, well screen. The well(s) will be drilled and tested to demonstrate the production capacity, and to obtain water quality information needed for determination of well screen placement. The target completion for each well will be determined from water quality results from tests conducted during well construction.

Robinson Noble, herein called the Geologist, shall direct work for the project and act as the Owner's representative in activities associated with the drilling, design, construction, development, and testing of the well.

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals

##### 1.3 LOCATION

The proposed well site is on Assessor's Tax Parcel No. 1211331300. The property is located within the SW 1/4 of the NE 1/4 of Section 33, Township 12 N Range 11W, on the North Side of 250<sup>th</sup> Street between U Street and Ash Place as shown on Figure 1. The Owner will stake final well location in the field prior to commencing of drilling.

##### 1.4 REFERENCE INFORMATION

Well logs of the nearby Wells 1, 2, and 4 are provided in Appendix B for reference to indicate the general geology of the area.

## **1.5 SUBMITTALS**

### **A. GENERAL**

All submittals shall be provided in accordance with Section 01300.

### **B. MATERIALS**

Prior to installation, the Contractor shall submit product data for the well casing and surface seal material. Prior to screen installation, the Contractor shall submit a copy of the screen manufacturer's technical specifications for the screen as ordered.

### **C. WATER WELL REPORT**

At the conclusion of the Project, the Contractor shall submit copies of the Washington State Water Well Report, as submitted to the Department of Ecology as required by 18.104.050 RCW, to the Owner and the Geologist.

## **PART 2 PRODUCTS**

### **2.1 DRILLING MACHINE**

Drilling shall be accomplished by cable tool methods only with a rig of no less capability than a Speedstar-71 in good operating condition, and designed and intended for drilling a water well of the size and scope described herein. All appurtenant equipment including, but not limited to, bailers, jacks, and casing cutters are to be considered as part of the rig, available to the project as needed, and delivered to the site as a function of job mobilization.

### **2.2 TEST PUMP**

The test pump shall have the capability of up to 150 gallons per minute from a 130-foot setting in an 8-inch pumping chamber. The test pump shall be run in with two, 1-inch I.D. sounding tubes that can be either PVC or galvanized steel. The sounding tubes shall be strapped to the pump column at regular intervals and installed to the top of the pump. The sounding tube will be capped and sufficient holes or cuts will be made in the tube wall to facilitate water entry. Pump accessories shall include means of varying the discharge and accurately measuring the discharge rates. Accurate flow meters, orifice plates and manometer tubes, or other means of volume per unit time measurements shall be provided by the Contractor. Flow meters, if used, shall be calibrated against a known volume of water prior installation and include both instantaneous and totalized flow read-outs. The pumping equipment must also be equipped with a sampling port to

allow water quality samples to be taken. Ancillary equipment for the conveyance of discharge water to the point of disposal and power supply for the pump shall also be provide as part of the test pumping equipment.

### **2.3 DRIVE SHOES**

All permanent casings shall have drive shoes which are forged or cast and of an industry-approved manufacturer. A shoe or armor plate on any temporary casing shall be of sufficient strength to allow that casing to be driven to the required depth.

### **2.4 SURFACE CASING**

The surface casing shall meet the requirements of holding an oversized hole to the minimum drilled depth of 18 feet and sustain roundness until extracted at surface-seal completion. This casing remains the Contractor's property.

### **2.5 PERMANENT CASING**

The permanent 8-inch casing shall be new with a minimum wall thickness of 0.322-inch for the 8-inch diameter casing.

### **2.6 RISER AND CASING SPACERS**

Risers and casing spacers, if used, shall be new, and shall have a wall thickness as directed.

### **2.7 EXTRA MATERIALS**

Extra materials such as gravel pack or special fabrications shall be provided by the Contractor as specified by the Geologist during the course of the work.

### **2.8 WELL SCREEN AND FITTINGS**

The well screen shall be designed by the Geologist and provided by the Contractor as specified.

## **PART 3 EXECUTION**

### **3.1 GENERAL**

The intent of this Contract is to construct a production well that fully penetrates the target water-bearing zone and to test the formation for water quality at



different levels as the well is being drilled. The well is to be drilled using cable-tool drilling methods using a single string of 8-inch inside diameter casing.

The Contractor will be required to provide a 4-inch submersible pump (5 to 10 gpm capacity) and all necessary equipment and a power source to allow periodic pumping and water quality sampling as the well is being drilled. Construction will be stopped, at the direction of the Geologist, to facilitate sampling. Low yield pumping shall be continued from the open bottom of the 8-inch casing until a clear sample is obtained for analysis. This water quality sampling will slow construction progress and the Contractor should allow for up to six (6) sampling periods when determining their bid for this Project.

Following completion of the drilling, the Geologist will determine the required well design, oversee construction and development procedures, and then define and conduct the appropriate well testing procedures. A step-rate test and long term, constant-rate pumping test (of at least 24-hours duration) will be completed by the Contractor at rates of up to 150 gallons per minute (gpm) from a setting of approximately 130 feet. Discharge water from these tests will need to be escorted away from the wellhead a minimum distance of 200 feet to a point of discharge to be determined by the Owner.

The Owner will provide access to the site prior to mobilization and shall be responsible for any site preparation including an access road if required, and excavation of a temporary spoils pit near the well. Disposal of drill cuttings and water will be allowed on site. Water is not available on site. The Contractor will be responsible for providing drilling water.

Well drilling, construction, testing, and completion shall be performed in accordance with applicable requirements of Washington Administrative Code (WAC) 173-160, and the requirements of these specifications. Where the requirements of these Specifications are more stringent, the requirements of these Specifications shall prevail, provided that nothing in these Specifications shall be construed to require work in violation of the WAC.

### **3.2 SURFACE SEAL**

The surface seal shall consist of cement/bentonite grout placed from at least 18 feet in accordance with WAC 173-160-221 and 173-160-231. The grout shall be tremied into a cased annulus with the outer temporary casing (12-inch) at least 4 inches in diameter larger than the permanent well casing. The outer temporary casing shall be fully withdrawn as the grout is placed from the bottom up. The Contractor is responsible for maintaining proper sealing procedures according to WAC 173-160-231(2).

### **3.3 DRILLING**

Drilling shall be by churn-drill or drive-and-bail methods, and cuttings are to be removed with a sand-pump bailer unless otherwise authorized by the Geologist. Casing shall be kept within 5 feet of the bottom of the previously drilled hole at all times. The hole shall be drilled in such a manner that any over-excavation is held to a minimum. The Geologist shall have the authority to stop progress immediately if there is apparent over-excavation, and drilling shall not resume until procedures have been taken to remedy the problem.

At all times during the course of the work, the Contractor shall have on hand a supply of chlorine solution or dry chlorine. Chlorination shall be done on occasion as directed by the Geologist or as desired by the Contractor such that disinfection of the drill string and materials is accomplished. No extra payment is authorized for normal chlorination.

Drilling shall be performed by an experienced and licensed well driller and a helper. Only competent workers shall be employed on the job.

### **3.4 PERMANENT CASING**

All casing utilized in the drilling of the well shall be new, or equal, with a minimum wall thickness as noted in Item 2.5 above.

### **3.5 REFUSAL OF CASING**

During the drilling process, casing refusal is a condition that might occur before the required depth is reached. To justify a call of "refusal," the Contractor shall state, to the best of their knowledge, the full reason for the refusal to the Geologist for contract consideration. Such consideration includes alternative plans and changes of prices. Economics related to slower-than-expected drilling progress will not be accepted as a basis for a claim of casing refusal.

### **3.6 SAMPLING**

The Contractor shall ensure that representative samples of formations drilled are collected during the drilling process. They shall be taken at least every 10 feet or at formation changes and at least every 3 feet in water-bearing zones or as requested by the Geologist. Samples of water-bearing materials shall be collected from the entire contents of the sand-pump bailer. The bailer load shall be collected on a 4' x 8' 3/4-inch thick (minimum) plywood board (or equivalent) provided by the Contractor and the sample taken from a mix obtained therefrom. Samples shall be labeled with the project name, date and time collected, and true depth below ground.

### **3.7 RECORDS**

The Contractor shall keep a daily written log of operation, including formations drilled; size and length of the casing placed; tools used; depth to water at the beginning and end of the shift; location, size and length of screen; and progress of development work. A duplicate copy of the daily log shall be furnished to and approved by the Geologist no later than the beginning of the following day's work.

### **3.8 SCHEDULING AND COMMUNICATION**

Prior to mobilization to the project site, the Contractor will provide the Owner and Geologist with a schedule for site work, including anticipated daily arrival and departure times and any foreseeable schedule conflicts. The Contractor is responsible for notifying the Geologist, preferably in advance, of any conditions resulting in a delayed arrival to or early departure from site or if the Contractor will not be on site during a scheduled work day. To facilitate communication with the Owner and Geologist, the Contractor and crew will have a working cellular phone or other means of communication onsite at all times.

### **3.9 WELDING**

All steel casings, risers, and liners shall be joined by arc welding using standard procedures according to the American Welding Society. The Contractor assumes full responsibility for any breakage of casing, drive shoe failing, or weld failing during the course of the work. Stainless steel screens shall be welded with stainless steel welding rod according to manufacturer's specifications (see UOP Johnson Bulletin 1271).

### **3.10 ALIGNMENT**

The basic alignment requirement is that all casings, liners, risers, screens, and tools can be freely run through the well, and that a test pump and permanent pump can be freely set in the well. Other alignment tests will not be required unless doubt arises during the work. If the Geologist or Owner requires an alignment test, the Contractor will be required to conduct a test as specified by the AWWA Standard for Water Wells publication (ANSI/AWWA A100-06, Appendix D: Plumbness and Alignment—Procedure for Testing). The Authorized Rig Work rate shall be paid for this test, unless the results of the test show alignment does not meet the above-specified conditions, in which case the Contractor shall bear the expense of the test and the expense of correcting or otherwise mitigating the misalignment.

### **3.11 SCREEN SETTING AND PULLBACK**

The screen assembly shall be lowered into the fully cased well by methods approved by the Geologist. The casing shall be extracted by use of hydraulic jacks to the depth specified on the well completion diagram provided by the Geologist. No other pullback method shall be used without express authorization from the Geologist. Both the screen position and the level of filter-pack material, if used, shall be constantly checked by the Contractor during pullback. The Contractor assumes full responsibility for the accuracy of casing extraction measurements and the successful retraction of the casing as required. Unless otherwise directed, the Contractor will cut off the shoe with in-hole casing cutters to allow easier pulling. The shoe cut will be accomplished for the price bid, including running in, cutting and removing the cutter assembly.

### **3.12 DEVELOPMENT**

The well shall be developed as directed by the Geologist. Development shall consist of bailing and surging with surge discs on the drill stem or other means (e.g., water jetting, air-lift pumping) as deemed appropriate by the Geologist. To enhance development, a chemical dispersant such as Bariod's Aqua Clear Phosphate Free Dispersant (PFD), or equal, shall be used during the final stages of development. The dispersant shall be paid for under Extra Materials.

### **3.13 TEST PUMPING**

The test pump shall be initially set into a chlorinated water column. The test pump shall be run at variable speeds to prove both the capacity of the well and to determine if the water is free from sand. The test pump shall then be run at a constant discharge for a period of up to 24 hours. Constant-rate tests must have discharge rates kept to within 5 percent of the specified discharge, and, if pumped over eight hours, must be run uninterrupted for the first eight hours. Following the first eight hours, brief shutdowns of no more than six minutes each 12 hours shall be allowed or the results of the test could be nullified and, if so, testing would have to be repeated at the Contractor's expense.

### **3.14 CAPPING**

At all times during the progress of the work, the Contractor shall protect the well in such a manner as to effectively prevent either tampering with the well or entrance of foreign matter into it. The completed well shall have a 1/4-inch steel plate cap welded in place. A 2-inch port and plug shall be installed on the cap to facilitate subsequent water level measurement. A steel ring shall also be firmly welded between outer casings (if used) and the permanent casing.

### **3.15 WELL ABANDONMENT**

In the event that the Contractor shall fail to complete the well because of lost tools, misalignment, or any reason determined to prevent the reasonable expected scope of the Contract, the well shall be abandoned in accordance with abandonment procedures in WAC 173-160-381. In such case, no payment will be due the Contractor for work performed to abandon the well. In the event that the well is abandoned by direction of the Owner, procedures must also meet the requirements of WAC 173-160, and the payment for the abandonment procedures will be due.

### **3.16 DISPOSAL OF CUTTINGS SHALL BE ON SITE**

The Contractor will coordinate with the Owner to have a temporary spoils pit excavated near the well. Throughout the drilling process the Contractor must make provisions to contain cuttings in such a manner as to prevent addition of turbidity to neighboring properties, stormwater systems and local streams or water bodies. Cuttings can be permanently disposed of onsite and the Contractor will coordinate with the Owner to occasionally clean out the spoils pit during the drilling process and identify and appropriate location for the permanent disposal of cuttings.

### **3.17 WELL DISINFECTION**

The Contractor shall disinfect the well pursuant to ANSI/AWWA Standard C654-03 or the latest revision thereof. Chlorine shall be purged from the well and non-detectable prior to taking coliform samples. Coliform samples will be taken by the Owner and tested at a certified laboratory. Effective disinfection shall be determined by negative coliform sample test results.

**\*\*\* END OF SECTION \*\*\***

**PART 5**

**WAGE RATES**

**WASHINGTON STATE PREVAILING WAGE RATES**

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

**Washington State Prevailing Wage**

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

**Journey Level Prevailing Wage Rates for the Effective Date: 7/2/2013**

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Pacific	Asbestos Abatement Workers	Journey Level	\$40.83	5D	1H	
Pacific	Boilermakers	Journey Level	\$62.34	5N	1C	
Pacific	Brick Mason	Brick And Block Finisher	\$42.21	5A	1M	
Pacific	Brick Mason	Journey Level	\$49.07	5A	1M	
Pacific	Brick Mason	Pointer-Caulker-Cleaner	\$49.07	5A	1M	
Pacific	Building Service Employees	Janitor	\$9.19		1	
Pacific	Building Service Employees	Shampooer	\$9.19		1	
Pacific	Building Service Employees	Waxer	\$9.19		1	
Pacific	Building Service Employees	Window Cleaner	\$13.22		1	
Pacific	Cabinet Makers (In Shop)	Journey Level	\$13.12		1	
Pacific	Carpenters	Acoustical Worker	\$49.57	5D	1M	
Pacific	Carpenters	Bridge, Dock And Wharf Carpenters	\$49.57	5D	1M	
Pacific	Carpenters	Carpenter	\$49.57	5D	1M	
Pacific	Carpenters	Carpenters on Stationary Tools	\$49.70	5D	1M	
Pacific	Carpenters	Creosoted Material	\$49.67	5D	1M	
Pacific	Carpenters	Floor Finisher	\$49.57	5D	1M	
Pacific	Carpenters	Floor Layer	\$49.57	5D	1M	
Pacific	Carpenters	Scaffold Erector	\$49.57	5D	1M	
Pacific	Cement Masons	Journey Level	\$35.33		1	
Pacific	Divers & Tenders	Diver	\$100.28	5D	1M	8A
Pacific	Divers & Tenders	Diver On Standby	\$56.68	5D	1M	
Pacific	Divers & Tenders	Diver Tender	\$52.23	5D	1M	
Pacific	Divers & Tenders	Surface Rcv & Rov Operator	\$52.23	5D	1M	
Pacific	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$48.67	5A	1B	
Pacific	Dredge Workers	Assistant Engineer	\$51.07	5D	3G	



Pacific	<u>Dredge Workers</u>	Assistant Mate(deckhand)	\$50.56	<u>5D</u>	<u>3G</u>
Pacific	<u>Dredge Workers</u>	Boatmen	\$51.07	<u>5D</u>	<u>3G</u>
Pacific	<u>Dredge Workers</u>	Engineer Welder	\$51.12	<u>5D</u>	<u>3G</u>
Pacific	<u>Dredge Workers</u>	Leverman, Hydraulic	\$52.69	<u>5D</u>	<u>3G</u>
Pacific	<u>Dredge Workers</u>	Maintenance	\$50.81	<u>5D</u>	<u>3G</u>
Pacific	<u>Dredge Workers</u>	Mates	\$51.07	<u>5D</u>	<u>3G</u>
Pacific	<u>Dredge Workers</u>	Oiler	\$50.69	<u>5D</u>	<u>3G</u>
Pacific	<u>Drywall Applicator</u>	Journey Level	\$49.74	<u>5D</u>	<u>1H</u>
Pacific	<u>Drywall Tapers</u>	Journey Level	\$15.00		<u>1</u>
Pacific	<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$9.19		<u>1</u>
Pacific	<u>Electricians - Inside</u>	Cable Splicer	\$59.92	<u>5C</u>	<u>1G</u>
Pacific	<u>Electricians - Inside</u>	Journey Level	\$56.35	<u>5C</u>	<u>1G</u>
Pacific	<u>Electricians - Inside</u>	Lead Covered Cable Splicer	\$63.48	<u>5C</u>	<u>1G</u>
Pacific	<u>Electricians - Inside</u>	Welder	\$59.92	<u>5C</u>	<u>1G</u>
Pacific	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>
Pacific	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		<u>1</u>
Pacific	<u>Electricians - Powerline Construction</u>	Cable Splicer	\$64.95	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$59.37	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Groundperson	\$42.16	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Head Groundperson	\$44.50	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$59.37	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Jackhammer Operator	\$44.50	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$59.37	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$49.95	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$59.37	<u>5A</u>	<u>4A</u>
Pacific	<u>Electricians - Powerline Construction</u>	Powderperson	\$44.50	<u>5A</u>	<u>4A</u>
Pacific	<u>Electronic Technicians</u>	Journey Level	\$12.07		<u>1</u>
Pacific	<u>Elevator Constructors</u>	Mechanic	\$77.94	<u>5N</u>	<u>4A</u>
Pacific	<u>Elevator Constructors</u>	Mechanic In Charge	\$84.53	<u>5N</u>	<u>4A</u>
Pacific	<u>Fabricated Precast Concrete Products</u>	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>
Pacific	<u>Fence Erectors</u>	Fence Erector	\$13.80		<u>1</u>
Pacific	<u>Fence Erectors</u>	Fence Laborer	\$11.60		<u>1</u>
Pacific	<u>Flaggers</u>	Journey Level	\$34.61	<u>7A</u>	<u>2Y</u>
Pacific	<u>Glaziers</u>	Journey Level	\$26.30	<u>5R</u>	<u>1Z</u>

Pacific	<u>Heat &amp; Frost Insulators And Asbestos Workers</u>	Journeyman	\$56.93	<u>5J</u>	<u>1S</u>	
Pacific	<u>Heating Equipment Mechanics</u>	Journey Level	\$68.52	<u>7F</u>	<u>1E</u>	
Pacific	<u>Hod Carriers &amp; Mason Tenders</u>	Journey Level	\$42.11	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$9.24		<u>1</u>	
Pacific	<u>Inland Boatmen</u>	Boat Operator	\$52.32	<u>5B</u>	<u>1K</u>	
Pacific	<u>Inland Boatmen</u>	Cook	\$48.89	<u>5B</u>	<u>1K</u>	
Pacific	<u>Inland Boatmen</u>	Deckhand	\$48.96	<u>5B</u>	<u>1K</u>	
Pacific	<u>Inland Boatmen</u>	Deckhand Engineer	\$49.95	<u>5B</u>	<u>1K</u>	
Pacific	<u>Inland Boatmen</u>	Launch Operator	\$51.16	<u>5B</u>	<u>1K</u>	
Pacific	<u>Inland Boatmen</u>	Mate	\$51.16	<u>5B</u>	<u>1K</u>	
Pacific	<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Pacific	<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		<u>1</u>	
Pacific	<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Head Operator	\$12.78		<u>1</u>	
Pacific	<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Technician	\$9.19		<u>1</u>	
Pacific	<u>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</u>	Tv Truck Operator	\$10.53		<u>1</u>	
Pacific	<u>Insulation Applicators</u>	Journey Level	\$49.57	<u>5D</u>	<u>1M</u>	
Pacific	<u>Ironworkers</u>	Journey Level	\$48.33		<u>1</u>	
Pacific	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Airtrac Drill Operator	\$42.11	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Ballast Regular Machine	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Batch Weighman	\$34.61	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Brick Pavers	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Brush Cutter	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Brush Hog Feeder	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Burner	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Caisson Worker	\$42.11	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Carpenter Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Caulker	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Cement Dumper-paving	\$41.59	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Cement Finisher Tender	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Change House Or Dry Shack	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$40.83	<u>7A</u>	<u>2Y</u>	

Pacific	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Choker Setter	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Chuck Tender	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Clary Power Spreader	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Clean-up Laborer	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Concrete Dumper/chute Operator	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Concrete Form Stripper	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Concrete Placement Crew	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Crusher Feeder	\$34.61	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Curing Laborer	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Ditch Digger	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Diver	\$42.11	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Dry Stack Walls	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Dump Person	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Epoxy Technician	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Erosion Control Worker	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Faller & Bucker Chain Saw	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Fine Graders	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Firewatch	\$34.61	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Form Setter	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Gabian Basket Builders	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	General Laborer	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Grade Checker & Transit Person	\$42.11	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Grinders	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Grout Machine Tender	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Groutmen (pressure)including Post Tension Beams	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Guardrail Erector	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$42.11	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$41.59	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$40.83	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	High Scaler	\$42.11	<u>7A</u>	<u>2Y</u>
Pacific	<u>Laborers</u>	Jackhammer	\$41.59	<u>7A</u>	<u>2Y</u>

Pacific	Laborers	Laserbeam Operator	\$41.59	7A	2Y
Pacific	Laborers	Maintenance Person	\$40.83	7A	2Y
Pacific	Laborers	Manhole Builder-mudman	\$41.59	7A	2Y
Pacific	Laborers	Material Yard Person	\$40.83	7A	2Y
Pacific	Laborers	Motorman-dinky Locomotive	\$41.59	7A	2Y
Pacific	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$41.59	7A	2Y
Pacific	Laborers	Pavement Breaker	\$41.59	7A	2Y
Pacific	Laborers	Pilot Car	\$34.61	7A	2Y
Pacific	Laborers	Pipe Layer Lead	\$42.11	7A	2Y
Pacific	Laborers	Pipe Layer/tailor	\$41.59	7A	2Y
Pacific	Laborers	Pipe Pot Tender	\$41.59	7A	2Y
Pacific	Laborers	Pipe Reliner	\$41.59	7A	2Y
Pacific	Laborers	Pipe Wrapper	\$41.59	7A	2Y
Pacific	Laborers	Pot Tender	\$40.83	7A	2Y
Pacific	Laborers	Powderman	\$42.11	7A	2Y
Pacific	Laborers	Powderman's Helper	\$40.83	7A	2Y
Pacific	Laborers	Power Jacks	\$41.59	7A	2Y
Pacific	Laborers	Railroad Spike Puller - Power	\$41.59	7A	2Y
Pacific	Laborers	Raker - Asphalt	\$42.11	7A	2Y
Pacific	Laborers	Re-timberman	\$42.11	7A	2Y
Pacific	Laborers	Remote Equipment Operator	\$41.59	7A	2Y
Pacific	Laborers	Rigger/signal Person	\$41.59	7A	2Y
Pacific	Laborers	Rip Rap Person	\$40.83	7A	2Y
Pacific	Laborers	Rivet Buster	\$41.59	7A	2Y
Pacific	Laborers	Rodder	\$41.59	7A	2Y
Pacific	Laborers	Scaffold Erector	\$40.83	7A	2Y
Pacific	Laborers	Scale Person	\$40.83	7A	2Y
Pacific	Laborers	Sloper (over 20")	\$41.59	7A	2Y
Pacific	Laborers	Sloper Sprayer	\$40.83	7A	2Y
Pacific	Laborers	Spreader (concrete)	\$41.59	7A	2Y
Pacific	Laborers	Stake Hopper	\$40.83	7A	2Y
Pacific	Laborers	Stock Piler	\$40.83	7A	2Y
Pacific	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$41.59	7A	2Y
Pacific	Laborers	Tamper (multiple & Self-propelled)	\$41.59	7A	2Y
Pacific	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$41.59	7A	2Y
Pacific	Laborers	Toolroom Person (at Jobsite)	\$40.83	7A	2Y
Pacific	Laborers	Topper	\$40.83	7A	2Y
Pacific	Laborers	Track Laborer	\$40.83	7A	2Y

Pacific	<u>Laborers</u>	Track Liner (power)	\$41.59	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Traffic Control Laborer	\$37.01	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Pacific	<u>Laborers</u>	Traffic Control Supervisor	\$37.01	<u>7A</u>	<u>2Y</u>	<u>8R</u>
Pacific	<u>Laborers</u>	Truck Spotter	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Tugger Operator	\$41.59	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$55.89	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$60.92	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$64.60	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$70.30	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$72.42	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$77.52	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$79.42	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$81.42	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$83.42	<u>7A</u>	<u>1H</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$42.21	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Tunnel Work-Miner	\$42.21	<u>7A</u>	<u>2Y</u>	<u>8Q</u>
Pacific	<u>Laborers</u>	Vibrator	\$41.59	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Vinyl Seamer	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Watchman	\$31.46	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Welder	\$41.59	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Well Point Laborer	\$41.59	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers</u>	Window Washer/cleaner	\$31.46	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers - Underground Sewer &amp; Water</u>	General Laborer & Topman	\$40.83	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Laborers - Underground Sewer &amp; Water</u>	Pipe Layer	\$41.59	<u>7A</u>	<u>2Y</u>	
Pacific	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$11.42		<u>1</u>	
Pacific	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$9.19		<u>1</u>	
Pacific	<u>Landscape Construction</u>	Landscaping Or Planting Laborers	\$9.19		<u>1</u>	
Pacific	<u>Lathers</u>	Journey Level	\$49.74	<u>5D</u>	<u>1H</u>	
Pacific	<u>Marble Setters</u>	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>	
Pacific	<u>Metal Fabrication (In Shop)</u>	Fitter	\$15.16		<u>1</u>	
Pacific	<u>Metal Fabrication (In Shop)</u>	Laborer	\$11.13		<u>1</u>	
Pacific	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$10.66		<u>1</u>	

Pacific	<u>Metal Fabrication (In Shop)</u>	Painter	\$11.41		<u>1</u>	
Pacific	<u>Metal Fabrication (In Shop)</u>	Welder	\$15.16		<u>1</u>	
Pacific	<u>Millwright</u>	Journey Level	\$50.67	<u>5D</u>	<u>1M</u>	
Pacific	<u>Modular Buildings</u>	Cabinet Assembly	\$9.98		<u>1</u>	
Pacific	<u>Modular Buildings</u>	Electrician	\$9.98		<u>1</u>	
Pacific	<u>Modular Buildings</u>	Equipment Maintenance	\$9.98		<u>1</u>	
Pacific	<u>Modular Buildings</u>	Plumber	\$9.98		<u>1</u>	
Pacific	<u>Modular Buildings</u>	Production Worker	\$9.75		<u>1</u>	
Pacific	<u>Modular Buildings</u>	Tool Maintenance	\$9.98		<u>1</u>	
Pacific	<u>Modular Buildings</u>	Utility Person	\$9.98		<u>1</u>	
Pacific	<u>Modular Buildings</u>	Welder	\$9.98		<u>1</u>	
Pacific	<u>Painters</u>	Journey Level	\$36.53	<u>6Z</u>	<u>2B</u>	
Pacific	<u>Pile Driver</u>	Journey Level	\$39.51		<u>1</u>	
Pacific	<u>Plasterers</u>	Journey Level	\$48.23	<u>7Q</u>	<u>1R</u>	
Pacific	<u>Playground &amp; Park Equipment Installers</u>	Journey Level	\$9.19		<u>1</u>	
Pacific	<u>Plumbers &amp; Pipefitters</u>	Journey Level	\$38.95		<u>1</u>	
Pacific	<u>Power Equipment Operators</u>	Asphalt Plant Operator	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Assistant Engineers	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Barrier Machine (zipper)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Batch Plant Operator: Concrete	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Bobcat	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Brokk - Remote Demolition Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Brooms	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Bump Cutter	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cableways	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Chipper	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Compressor	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Concrete Finish Machine -laser Screed	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Conveyors	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

Pacific	<u>Power Equipment Operators</u>	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes: A-frame - 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes: Friction 100 Tons Through 199 Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes: Friction Over 200 Tons	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes: Over 300 Tons, Or 300' Of Boom (Including Jib With Attachments)	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Crusher	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Deck Engineer/deck Winches (power)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Derricks, On Building Work	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Dozers D-9 & Under	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Drilling Machine	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Elevator And Man-lift: Permanent And Shaft Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Forklift: 3000 Lbs And Over With Attachments	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Forklifts: Under 3000 Lbs. With Attachments	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Gradechecker/stakeman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Guardrail Punch	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>



Pacific	<u>Power Equipment Operators</u>	Horizontal/directional Drill Locator	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Horizontal/directional Drill Operator	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Hydralifts/Boom Trucks Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Hydralifts/boom Trucks, 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Loader, Overhead 8 Yards. & Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Loaders, Overhead Under 6 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Loaders, Plant Feed	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Loaders: Elevating Type Belt	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Locomotives, All	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Material Transfer Device	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Mixers:asphalt Plant	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Motor Patrol Grader - Non-finishing	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Motor Patrol Graders, Finishing	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Overhead, Bridge Type: 100 Tons And Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Pavement Breaker	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Pile Driver (other Than Crane Mount)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Plant Oiler - Asphalt, Crusher	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Posthole Digger, Mechanical	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Power Plant	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Pumps - Water	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Quad 9, HD 41, D10 And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>



Pacific	<u>Power Equipment Operators</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Rigger And Bellman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Rollagon	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Roller, Other Than Plant Mix	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Roller, Plant Mix Or Multi-lift Materials	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Roto-mill, Roto-grinder	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Saws - Concrete	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Scraper, Self Propelled Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Scrapers - Concrete & Carry All	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Scrapers, Self-propelled: 45 Yards And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Service Engineers - Equipment	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Shotcrete/gunite Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Slipform Pavers	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Spreader, Topsider & Screedman	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Subgrader Trimmer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Tower Bucket Elevators	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Tower Crane Over 175'in Height, Base To Boom	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Tower Crane Up: To 175' In Height, Base To Boom	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Transporters, All Track Or Truck Type	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Trenching Machines	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>

Pacific	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver Under 100 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Truck Mount Portable Conveyor	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Welder	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Wheel Tractors, Farmall Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators</u>	Yo Yo Pay Dozer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Asphalt Plant Operator	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Assistant Engineers	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Barrier Machine (zipper)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Batch Plant Operator: Concrete	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Bobcat	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Brokk - Remote Demolition Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Brooms	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Bump Cutter	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Cableways	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Chipper	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Compressor	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Concrete Finish Machine -laser Screed	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Conveyors	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators-Underground Sewer &amp; Water</u>	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>

Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Cranes: A-frame - 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Cranes: Friction 100 Tons Through 199 Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Cranes: Friction Over 200 Tons	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Cranes: Over 300 Tons, Or 300' Of Boom (Including Jib With Attachments)	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Crusher	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Deck Engineer /deck Winches (power)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Derricks, On Building Work	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Dozers D-9 & Under	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Drilling Machine	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Elevator And Man-lift: Permanent And Shaft Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Forklift: 3000 Lbs And Over With Attachments	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Forklifts: Under 3000 Lbs. With Attachments	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Gradechecker /stakeman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Guardrail Punch	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>

Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Horizontal/directional Drill Locator	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Horizontal/directional Drill Operator	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Hydralifts/Boom Trucks Over 10 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Hydralifts/boom Trucks, 10 Tons And Under	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Loader, Overhead 8 Yards. & Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Loaders, Overhead Under 6 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Loaders, Plant Feed	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Loaders: Elevating Type Belt	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Locomotives, All	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Material Transfer Device	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Mixers:asphalt Plant	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Motor Patrol Grader - Non-finishing	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Motor Patrol Graders, Finishing	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Overhead, Bridge Type: 100 Tons And Over	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Pavement Breaker	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Pile Driver (other Than Crane Mount)	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>

Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Plant Oiler - Asphalt, Crusher	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Posthole Digger, Mechanical	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Power Plant	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Pumps - Water	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Quad 9, HD 41, D10 And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Rigger And Bellman	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Rollagon	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Roller, Other Than Plant Mix	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Roller, Plant Mix Or Multi-lift Materials	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Roto-mill, Roto-grinder	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Saws - Concrete	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Scraper, Self Propelled Under 45 Yards	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Scrapers - Concrete & Carry All	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Scrapers, Self-propelled: 45 Yards And Over	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Service Engineers - Equipment	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Shotcrete/gunite Equipment	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Slipform Pavers	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Spreader, Topsider & Screedman	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Subgrader Trimmer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Tower Bucket Elevators	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Tower Crane Over 175'in Height, Base To Boom	\$53.01	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Tower Crane: Up To 175' In Height, Base To Boom	\$52.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Transporters, All Track Or Truck Type	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Trenching Machines	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Truck Crane Oiler/driver Under 100 Tons	\$50.98	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Truck Mount Portable Conveyor	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Welder	\$51.89	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Wheel Tractors, Farmall Type	\$48.62	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Equipment Operators- Underground Sewer &amp; Water</u>	Yo Yo Pay Dozer	\$51.40	<u>7A</u>	<u>3C</u>	<u>8P</u>
Pacific	<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$42.91	<u>5A</u>	<u>4A</u>	
Pacific	<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$40.73	<u>5A</u>	<u>4A</u>	
Pacific	<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$41.29	<u>5A</u>	<u>4A</u>	
Pacific	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$38.38	<u>5A</u>	<u>4A</u>	
Pacific	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer Groundperson	\$28.95	<u>5A</u>	<u>4A</u>	
Pacific	<u>Refrigeration &amp; Air Conditioning Mechanics</u>	Mechanic	\$60.71	<u>5A</u>	<u>1G</u>	
Pacific	<u>Residential Brick Mason</u>	Journey Level	\$17.82		<u>1</u>	
Pacific	<u>Residential Carpenters</u>	Journey Level	\$17.94		<u>1</u>	
Pacific	<u>Residential Cement Masons</u>	Journey Level	\$25.55		<u>1</u>	
Pacific	<u>Residential Drywall Applicators</u>	Journey Level	\$38.60	<u>5D</u>	<u>1M</u>	
Pacific	<u>Residential Drywall Tapers</u>	Journey Level	\$10.02		<u>1</u>	
Pacific	<u>Residential Electricians</u>	Journey Level	\$27.83	<u>5A</u>	<u>1B</u>	

Pacific	<u>Residential Glaziers</u>	Journey Level	\$10.72		<u>1</u>
Pacific	<u>Residential Insulation Applicators</u>	Journey Level	\$9.19		<u>1</u>
Pacific	<u>Residential Laborers</u>	Journey Level	\$25.59		<u>1</u>
Pacific	<u>Residential Marble Setters</u>	Journey Level	\$17.82		<u>1</u>
Pacific	<u>Residential Painters</u>	Journey Level	\$9.79		<u>1</u>
Pacific	<u>Residential Plumbers &amp; Pipefitters</u>	Journey Level	\$22.95		<u>1</u>
Pacific	<u>Residential Refrigeration &amp; Air Conditioning Mechanics</u>	Journey Level	\$9.19		<u>1</u>
Pacific	<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$30.73		<u>1</u>
Pacific	<u>Residential Soft Floor Layers</u>	Journey Level	\$10.88		<u>1</u>
Pacific	<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$9.19		<u>1</u>
Pacific	<u>Residential Stone Masons</u>	Journey Level	\$17.82		<u>1</u>
Pacific	<u>Residential Terrazzo Workers</u>	Journey Level	\$9.19		<u>1</u>
Pacific	<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$9.19		<u>1</u>
Pacific	<u>Residential Tile Setters</u>	Journey Level	\$9.19		<u>1</u>
Pacific	<u>Roofers</u>	Journey Level	\$37.03		<u>1</u>
Pacific	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$68.52	<u>7F</u>	<u>1E</u>
Pacific	<u>Sign Makers &amp; Installers (Electrical)</u>	Journey Level	\$18.04		<u>1</u>
Pacific	<u>Sign Makers &amp; Installers (Non-Electrical)</u>	Journey Level	\$18.04		<u>1</u>
Pacific	<u>Soft Floor Layers</u>	Journey Level	\$10.88		<u>1</u>
Pacific	<u>Solar Controls For Windows</u>	Journey Level	\$10.31		<u>1</u>
Pacific	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$34.70		<u>1</u>
Pacific	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>
Pacific	<u>Stone Masons</u>	Journey Level	\$49.07	<u>5A</u>	<u>1M</u>
Pacific	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$16.00		<u>1</u>
Pacific	<u>Surveyors</u>	All Classifications	\$44.15	<u>Null</u>	<u>1</u>
Pacific	<u>Telecommunication Technicians</u>	Journey Level	\$12.07		<u>1</u>
Pacific	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$35.09	<u>5A</u>	<u>2B</u>
Pacific	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$19.22	<u>5A</u>	<u>2B</u>
Pacific	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$33.63	<u>5A</u>	<u>2B</u>
Pacific	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$35.09	<u>5A</u>	<u>2B</u>
Pacific	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$34.37	<u>5A</u>	<u>2B</u>

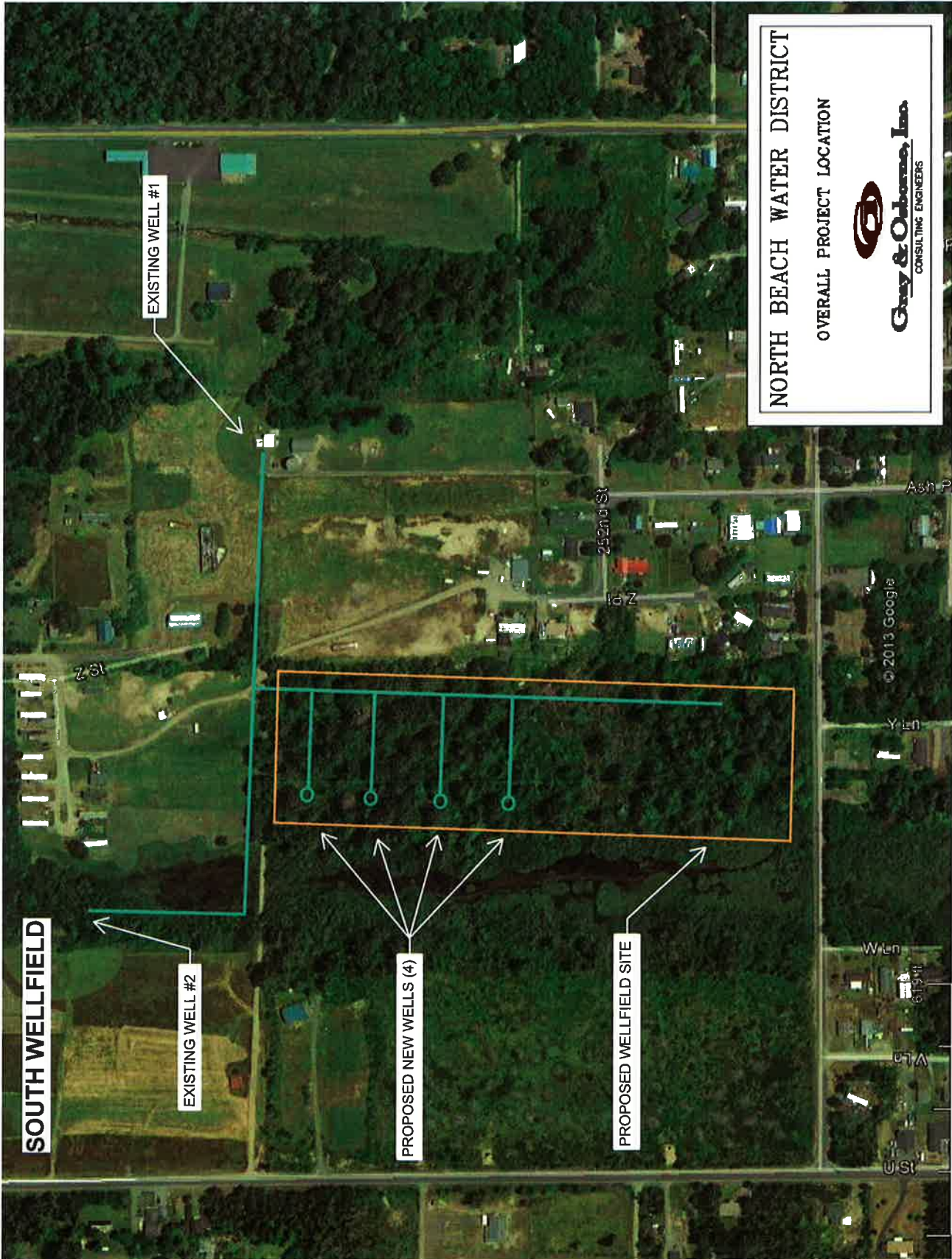


Pacific	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$35.09	<u>5A</u>	<u>2B</u>	
Pacific	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$32.62	<u>5A</u>	<u>2B</u>	
Pacific	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$32.62	<u>5A</u>	<u>2B</u>	
Pacific	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$18.65	<u>5A</u>	<u>2B</u>	
Pacific	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$24.66	<u>5A</u>	<u>2B</u>	
Pacific	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$29.42	<u>5A</u>	<u>2B</u>	
Pacific	<u>Telephone Line Construction - Outside</u>	Television Technician	\$26.43	<u>5A</u>	<u>2B</u>	
Pacific	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$32.95	<u>5A</u>	<u>2B</u>	
Pacific	<u>Terrazzo Workers</u>	Journey Level	\$45.43	<u>5A</u>	<u>1M</u>	
Pacific	<u>Tile Setters</u>	Journey Level	\$45.43	<u>5A</u>	<u>1M</u>	
Pacific	<u>Tile, Marble &amp; Terrazzo Finishers</u>	Finisher	\$37.76	<u>5A</u>	<u>1B</u>	
Pacific	<u>Traffic Control Stripers</u>	Journey Level	\$43.02	<u>7P</u>	<u>1K</u>	
Pacific	<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$47.91	<u>5D</u>	<u>3A</u>	<u>8L</u>
Pacific	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$47.07	<u>5D</u>	<u>3A</u>	<u>8L</u>
Pacific	<u>Truck Drivers</u>	Dump Truck	\$17.98		<u>1</u>	
Pacific	<u>Truck Drivers</u>	Dump Truck And Trailer	\$17.98		<u>1</u>	
Pacific	<u>Truck Drivers</u>	Other Trucks	\$21.54		<u>1</u>	
Pacific	<u>Truck Drivers</u>	Transit Mixer	\$22.31		<u>1</u>	
Pacific	<u>Well Drillers &amp; Irrigation Pump Installers</u>	Irrigation Pump Installer	\$11.60		<u>1</u>	
Pacific	<u>Well Drillers &amp; Irrigation Pump Installers</u>	Oiler	\$9.45		<u>1</u>	
Pacific	<u>Well Drillers &amp; Irrigation Pump Installers</u>	Well Driller	\$11.60		<u>1</u>	




## **FEDERAL WAGE RATES**

**PART 6**  
**FIGURES**



**NORTH BEACH WATER DISTRICT**  
OVERALL PROJECT LOCATION



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

**PART 7**  
**APPENDICES**

**APPENDIX A**

**WASHINGTON STATE DEPARTMENT OF COMMERCE  
DRINKING WATER STATE REVOLVING FUND  
SPECIFICATIONS INSERT**

## WASHINGTON STATE DEPARTMENT OF COMMERCE

### DRINKING WATER STATE REVOLVING FUND

#### SPECIFICATIONS INSERT

The following clauses shall be incorporated into construction contracts receiving financial assistance from the Washington State, Drinking Water State Revolving Fund. In the event of conflict within the contract, these clauses shall take precedence.

#### **Required Bid Submittals**

The following submittals are required to be submitted with the bid proposal:

- EPA Form 6100-3 (DBE Subcontractor Performance Form) for all DBE subcontractors.
- EPA Form 6100-4 (DBE Subcontractor Utilization Form)

#### **Compliance with State and Local Laws**

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

#### **Third Party Beneficiary**

Funding for this project is primarily provided by the Environmental Protection Agency (EPA), through the Washington State, Drinking Water State Revolving Fund (DWSRF) program. The DWSRF program is jointly administered by the Washington State Department of Health (DOH) and the Department of Commerce (DOC). All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

#### **Prohibition Statement**

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2009, as amended, the Contractor's contractors, subcontractors, engineers, vendors, and any other entity for work or services for this project may not engage in severe forms of trafficking in persons during the period of time the Contract is in effect, procure a commercial sex act during the period of time the Contract is in effect, or use forced labor during the performance of this Contract. The Contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services for this project.

In the event that the Contractor or any of its employees is determined to have violated the terms of this section, this Contract may be terminated.

## **Access to the construction site and to records**

The Contractor shall maintain accurate records and accounts to facilitate the Contracting Agency audit requirements and shall ensure that all subcontractors maintain auditable records.

These Project records shall be separate and distinct from the Contractor's other records and accounts.

All such records shall be available for examination by the Contracting Agency and the Washington State Department of Commerce personnel. The contractor shall provide safe access to the construction site and to the contractor's records for the Contracting Agency and the Washington State Department of Commerce personnel.

All records pertinent to this project shall be retained by the Contractor for a period of six (6) years following the date of final payment.

## **Prevailing Wage**

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts, which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1 to this specification insert and an up to date wage determination shall be included in full in this contract and in any subcontract in excess of \$2,000. Wage determinations can be found at <http://www.wdol.gov>.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the Davis-Bacon Act wage rules. All laborers and mechanics employed by contractors and subcontractors employed as part of this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

## **Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion**

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Department if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered, transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department of Commerce upon request. RECIPIENT/CONTRACTOR must run a search in [www.epls.gov](http://www.epls.gov) and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”



## **Disadvantaged Business Enterprises**

### **Disadvantaged Business Enterprise (DBE) Utilization Requirements**

A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program. The goals for the utilization of disadvantaged businesses are as follows:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

All general contractors and subcontractors must accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women Business goal.

**IMPORTANT: Only MBEs and WBEs that are certified by EPA, SBA, DOT, or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.**

#### **General Compliance (40 CFR Part 33).**

The contractor shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

#### **Non-discrimination Provision (40 CFR Appendix A to Part 33).**

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

#### **Six Good Faith Efforts (40 CFR Part 33 Subpart C).**

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).

The contractor shall provide EPA Form 6100-2 DBE Subcontractor Participation Form to all DBE subcontractors. Subcontractors may submit EPA Form 6100-2 Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract. The contractor shall require all DBE subcontractors to complete EPA Form 6100-3 DBE Subcontractor Performance Form. The contractor shall complete EPA Form 6100-4 DBE Subcontractor Utilization Form.

The contractor shall submit EPA Form 6100-4 and all completed EPA Form 6100-3 forms with the bid proposal.

These forms may be obtained at: <http://www.pwb.wa.gov>

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as a MBE/WBE or non-MBE/WBE.

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

**Equal Employment Opportunity (EEO)**

If this Contract exceeds \$10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Equal Opportunity Clause (41 CFR part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246 and 41 CFR part 60-4.3)**

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:
    - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
    - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
    - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
    - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
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 effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. 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. 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 action. 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 opportunity 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 U.S. 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 on-site 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 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 7p). 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 the obligations under 7a through 7p of this Special Provision 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, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate 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 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, 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 suspensions, terminations and cancellations 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 this Special Provision, 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, their 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, the Contractors will 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).

#### Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1". Instructions on how to file are available on the EEOC's website at <http://www.eeoc.gov/employers/eo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

#### Segregated Facilities (41 CFR part 60-1.8)

The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

## **Labor Standards Provision Municipal Borrowers**

### **Contract and Subcontract provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2011 appropriation , the following clauses:

#### (1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

#### (4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing

construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the

(write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**Attachments:**

1. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment

**ATTACHMENT 1**

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

TO: \_\_\_\_\_  
(name of union or organization of worker)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(name of applicant)  
\_\_\_\_\_ involving funds or credit of the U.S. Government or (a)  
subcontract(s) with a prime contractor holding such contract(s).

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

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR  
TERMINATION

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

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(contractor or subcontractor(s))

\_\_\_\_\_  
(Date)

**APPENDIX B**  
**EXISTING WELL LOGS**



The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

STATE OF WASHINGTON  
DEPARTMENT OF CONSERVATION  
AND DEVELOPMENT Appli. #7132

Well No. 1

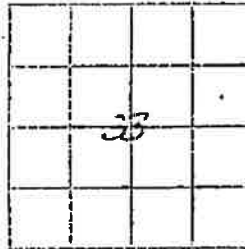
WELL LOG

No. /

Date July 30, 1964

Record by Driller

Source Driller's Record



Location: State of WASHINGTON

County Pacific

Area

Map

SE 1/4 NE 1/4 sec. 33 T. 12 N. R. 11 W. E.

Diagram of Section

Drilling Co. A. M. Jamnsen Drilling Company

Address 21075 S. W.T.V. Hwy., Aloha, Oregon

Method of Drilling Rotary Date August 1953

Owner Coos Bay Development Company

Address Ocean Park, Washington

Land surface, datum ft. above / below

CORRELATION	MATERIAL	THICKNESS (feet)	DEPTH (feet)
	Domestic well		
	Fine sand	0	56
	Casing: 8" from 0 to 41'		
	Screened from 41 to 56'		
	Gravel packed from 20 to 56'		
	Surface sealed with clay		
	SWL: 15' on August, 1953		
	Yields 140 gpm with 30' dd after 4 hours August, 1953		

Turn up

Sheet \_\_\_\_\_ of \_\_\_\_\_ sheets



The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

STATE OF WASHINGTON  
 DEPARTMENT OF CONSERVATION  
 AND DEVELOPMENT Appli. #7132

Well No. 2

WELL LOG

Date July 30, 1964

No. /

Record by Driller

Source Driller's Record


Location: State of WASHINGTON

County Pacific

Area

Map

NW 1/4 NE 1/4 sec. 33 T. 12 N., R. 11 W. E.

Diagram of Section

Drilling Co. A. M. Jannsen Drilling Company

Address 21075 S.W.T.V. Hwy., Aloha, Oregon

Method of Drilling Date August 1953

Owner Coos Bay Development

Address Ocean Park, Washington

Land surface, datum ft. above below

CORRELATION	MATERIAL	THICKNESS (feet)	DEPTH (feet)
-------------	----------	------------------	--------------

(Transcribe driller's terminology literally but paraphrase as necessary, in parentheses, if material water-bearing, so state and record static level if reported. Give depths in feet below land-surface datum unless otherwise indicated. Correlate with stratigraphic column, if feasible. Following log of materials, list all casings, perforations, screens, etc.)

	Irrigation well		
	Fine sand	0	43
	Sand and drift wood	43	76
	Fine sand	76	100
	Casing: 8" from 0 to 83'		
	Screened from 85 to 100'		
	Gravel packed from 20 to 100'		
	Surface sealed with clay		
	SWL: 8', August, 1953		
	Yields 250 gpm with 78' dd after 4 hours August, 1953		

Turn up

Sheet of sheets



# NBWS-S11

## WATER WELL REPORT STATE OF WASHINGTON

Application No. 7132

File Original and First Copy with the Division of Water Resources  
Second Copy - Owner's Copy  
Third Copy - Driller's Copy

Permit No. ....

### (1) OWNER:

Name Coos Bay Development - Well #2 /  
Address Ocean Park, Washington

### (11) WELL TESTS:

Drawdown is amount water level is lowered below static level

Was a pump test made?  Yes  No If yes, by whom? Driller  
Yield: 250 gal./min. with 78 ft. drawdown after 4 hrs.

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level

Date of test 8/53  
Bailer test gal./min. with   ft. drawdown after   hrs.

Artesian flow   g.p.m. Date  

Temperature of water   Was a chemical analysis made?  Yes  No

### (2) LOCATION OF WELL:

County Pacific Owner's number, if any    
NW 1/4 NE 1/4 Section 33 T. 12 R. 11 W.M.

Bearing and distance from section or subdivision corner

1720' E of corner of N 1/4 Sec 33  
780' S of 650' E

### (3) TYPE OF WORK (check):

New Well  Deepening  Reconditioning  Abandon   
If abandonment, describe material and procedure in Item 11.

### (4) PROPOSED USE (check):

Domestic  Industrial  Municipal   
Irrigation  Test Well  Other

### (5) TYPE OF WELL:

Rotary  Driven   
Cable  Jetted   
Dug  Bored

### (6) CASING INSTALLED:

...casing  Welded   
8 " Diam. from   ft. to 83 ft. Gage .277  
" Diam. from   ft. to   ft. Gage    
" Diam. from   ft. to   ft. Gage  

### (7) PERFORATIONS:

Perforated?  Yes  No

Type of perforator used    
SIZE of perforations in. by in.  
...perforations from   ft. to   ft.  
...perforations from   ft. to   ft.  
...perforations from   ft. to   ft.  
...perforations from   ft. to   ft.  
...perforations from   ft. to   ft.

### (8) SCREENS:

Well screen installed  Yes  No

Manufacturer's Name Johnson Stainless Steel  
Type Stainless Steel Model No. 304  
Diam. 8" Slot size #20 Set from 85 ft. to 100 ft.  
Diam.   Slot size   Set from   ft. to   ft.

### (9) CONSTRUCTION:

Was well gravel packed?  Yes  No Size of gravel: 3/32-  
ft. to 100 ft.  
Gravel placed from 20 ft. to   ft.  
Was a surface seal provided?  Yes  No To what depth? 20 ft.  
Material used in seal - Clay  
Did any strata contain unusable water?  Yes  No  
Type of water?   Depth of strata    
Method of sealing strata off  

### (10) WATER LEVELS:

Static level 9 ft. below land surface Date 8/53  
Artesian pressure   lbs. per square inch Date    
Water is controlled by   (Cap. valve, etc.)

### (12) WELL LOG:

Diameter of well 8" inches.

Depth drilled 100 ft. Depth of completed well 100 ft.

Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of formation.

MATERIAL	FROM	TO
Fine Sand	0	43
Sand and Drift Wood	43	76
Fine Sand	76	100

Work started 8/53 19   Completed 8/53 19  

### (13) PUMP:

Manufacturer's Name   H.P.    
Type:  

### Well Driller's Statement:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME A. M. Janssen Drilling Company  
(Person, firm, or corporation) (Type or print)

Address 21075 S. W. T. V. Hwy., Aloha, Oregon

(Signed) Edward J. Janssen  
(Well Driller)

License No. 79 Date 7/30 19 64

(1) OWNER: Name Pacific Water Co. Address PO Box 982

(2) LOCATION OF WELL: County Pacific NE 1/4 NW 1/4 Sec 6 T. 12 N. R. 11 W.M.

(2a) STREET ADDRESS OF WELL (or nearest address) off 150<sup>th</sup>

(3) PROPOSED USE:  Domestic  Industrial  Municipal   
 Irrigation  Test Well  Other   
 DeWater

(10) WELL LOG or ABANDONMENT PROCEDURE DESCRIPTION  
 Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information.

(4) TYPE OF WORK: Owner's number of well (if more than one) #2  
 Abandoned  New well  Method: Dug  Bored   
 Deepened  Cable  Driven   
 Reconditioned  Rotary  Jetted

MATERIAL	FROM	TO
<u>Brown Sand</u>	<u>0</u>	<u>55</u>
<u>Gray Sand</u>	<u>55</u>	<u>121</u>

(5) DIMENSIONS: Diameter of well 8 inches.  
 Drilled 121 feet. Depth of completed well 121 ft.

(6) CONSTRUCTION DETAILS:  
 Casing installed: 8 Diam. from +2 ft. to 101 ft.  
 Welded  Liner installed  Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 Threaded  Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Perforations: Yes  No   
 Type of perforator used \_\_\_\_\_  
 SIZE of perforations \_\_\_\_\_ in. by \_\_\_\_\_ in.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Screens: Yes  No   
 Manufacturer's Name Johnson  
 Type \_\_\_\_\_ Model No. \_\_\_\_\_  
 Diam. 7" Slot size 8 from 121 ft. to 101 ft.  
 Diam. 7" Slot size \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Gravel packed: Yes  No  Size of gravel \_\_\_\_\_  
 Gravel placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Surface seal: Yes  No  To what depth? 20 ft.  
 Material used in seal Benomic Seal  
 Did any strata contain unusable water? Yes  No   
 Type of water? \_\_\_\_\_ Depth of strata \_\_\_\_\_  
 Method of sealing strata off \_\_\_\_\_

(7) PUMP: Manufacturer's Name \_\_\_\_\_  
 Type: \_\_\_\_\_ H.P. \_\_\_\_\_

(8) WATER LEVELS: Land-surface elevation above mean sea level \_\_\_\_\_ ft.  
 Static level 8 ft. below top of well Date 3-11-96  
 Artesian pressure \_\_\_\_\_ lbs. per square inch Date \_\_\_\_\_  
 Artesian water is controlled by \_\_\_\_\_ (Cap, valve, etc.)

(9) WELL TESTS: Drawdown is amount water level is lowered below static level  
 Was a pump test made? Yes  No  If yes, by whom? Phil Leach  
 Yield: 100 gal./min. with 20 ft. drawdown after 4 hrs.  
 " 100 " 20 " 2 "  
 " 100 " 20 " 6 "

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level
_____	_____	_____	_____	_____	_____

Date of test \_\_\_\_\_  
 Bailer test 35 gal./min. with 4 ft. drawdown after 1 hrs.  
 Airtest \_\_\_\_\_ gal./min. with stem set at \_\_\_\_\_ ft. for \_\_\_\_\_ hrs.  
 Artesian flow \_\_\_\_\_ g.p.m. Date \_\_\_\_\_  
 Temperature of water 13 Was a chemical analysis made? Yes  No

Work Started 3-5, 1996 Completed \_\_\_\_\_, 19 \_\_\_\_\_

**WELL CONSTRUCTOR CERTIFICATION:**

I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

NAME Holt Drilling Inc  
 (PERSON, FIRM OR CORPORATION) (TYPE OR PRINT)  
 Address 10621 Todd Rd Puyallup WA 98377  
 (Signed) Wade Gerson License No. 597  
 (WELL DRILLER)

Contractor's Registration No. Holt DR 13606 Date 5-2, 1996

(USE ADDITIONAL SHEETS IF NECESSARY)