PROJECT #AE0617
Bid Date: June 24, 2010
00030 - Bid Advertisement
00100 - Instructions to Bidders
EWU Bid Proposal
00700 - General Conditions
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00030-ADVERTISEMENT FOR BID
Sealed proposals will be received for the following project:

**PROJECT:** AE0617
Campus Signage Gateway Structures
Eastern Washington University
Cheney, Washington 99004

**TIME:** 2:00pm
Thursday-June 24, 2010

**LOCATION:** Eastern Washington University
Construction and Planning Services
101 Rozell
Cheney, Washington 99004

Prospective bidders may obtain electronic Design Intent Drawings and specifications by Jacobs, Inc. from the following locations:

- Associated General Contractors, Spokane
- Associated General Contractors, Hayden, ID
- Spokane Regional Plan Center, Spokane
- Associated Builders and Contractors, Spokane
- Tri-Cities Construction Council, Kennewick
- McGraw Hill Plan Center, Seattle
- McGraw Hill Plan Center, Tacoma
- Lewiston Clarkston Plan Center, Lewiston
- Walla Walla Valley Plan Center, Walla Walla
- Olympia Plan Center, Olympia
- Yakima Plan Center, Yakima
- Builders Exchange of Washington, Everett
- Daily Journal of Commerce, Seattle
- C&P Services, EWU, Cheney

Please direct questions regarding this project to the office of the aforementioned designer.

In accordance with state law, bidders are required to have a current Washington State contractor’s license at the time of submitting bids.

A pre-bid conference will be held at 11am, Wednesday, June 16th, 2010. Bidders shall meet at the Construction and Planning Services Office, Rozell Heating Plant, Eastern Washington University, 115 Cedar Street, Cheney, Washington, followed by a tour of the work site. Bidders are urged to attend.

Prospective bidders are advised of laudatory goals to encourage participation of minority and women's business enterprises in state contracting. The laudatory goals are: 10.0% MBE and 6.0% WBE. The state laudatory goals are not mandatory and will not be used as a criterion for awarding contracts.

This Bid is subject to Washington State Law, Eastern Washington University regulations, procedures and policies, as they exist or may hereafter be amended. The State of Washington, Eastern Washington University, acting through the Construction and Planning Services office, reserves the right to reject any and/or all proposals, and to waive bidding informalities.
00100 - INSTRUCTIONS TO BIDDERS

The following document outlines conditions for state facility construction as required by the State of Washington.
INSTRUCTIONS TO BIDDERS
FOR EASTERN WASHINGTON UNIVERSITY FACILITY CONSTRUCTION

PART 0 – GENERAL CONDITIONS

0.01 EXPLANATION TO PROSPECTIVE BIDDERS

A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Designer 4 calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

B. In accordance with RCW 39.04.320 the Eastern Washington University requires 10% Apprenticeship Participation for all projects estimated to cost three million dollars or more. On applicable projects the bid advertisement and Bid Proposal form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, and e-mail at thum235@lni.wa.gov, to obtain information on available apprenticeship programs.

0.02 PREPARATION OF BIDS – CONSTRUCTION

A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner’s agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation’s authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided.

B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.

C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words “no bid” in the space provided for any item on which no price is submitted.

D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

0.03 BID GUARANTEE

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

When the sum of the base bid plus all additive alternates is greater than $35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the bidder to provide bid guarantee when required shall render the bid non-responsive.

B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier’s check made payable to the Washington State Treasurer.

The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The
successfull bidder’s bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.

C. The bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner.

The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 calendar days after receipt of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 calendar days after receipt of the contract, the Owner may terminate the award of the contract.

D. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:

1. Written notification is received by the Owner within 24 hours following bid opening.

2. The bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening.

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

0.04 ADDITIVE OR DEDUCTIVE BID ITEMS

The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project.

The bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.

0.05 ACKNOWLEDGEMENT OF ADDENDA

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

0.06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather; (4) physical conditions at the site; (5) the conformation and conditions of the ground; and (6) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.
0.07 BID AMOUNTS

A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.

B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.

C. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.

0.08 TAXES

The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

[NOTE: Contractor must bond for contract amount plus the WSST.]

0.09 SUBMISSION OF BIDS

A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids.

B. If the base bid and the sum of the additive alternates is one million dollars or more, the Bid Proposal shall comply with the following requirements:

1. Pursuant to RCW 39.30.060, if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.

2. The Bidder can name itself for the performance of the work.

3. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

4. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, void.

C. The Bid Proposal shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. The envelope shall have printed on the outside:

1. The project number and description.
2. The name and address of the bidder.
3. Identification as Bid Proposal.

D. Prior to the bid opening, the Owner’s representative will designate the official bid clock. Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.

E. A bid may be withdrawn in person by a bidder’s authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.
F. People with disabilities who wish to request special accommodation, (e.g., sign language
interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled
bid opening.

0.10 BID RESULTS

After the Bid Opening, Bidders may obtain bid results from Eastern Washington University Construction
and Planning Services by calling (509) 359-6746.

0.11 LOW RESPONSIBLE BIDDER

A. It is the intent of the Owner to award a contract to the low responsible bidder. In determining the
bidder’s responsibility, the Owner shall consider an overall accounting of the attached
“DIVISION 00 RESPONSIBILITY CRITERIA”.

B. Upon Owner’s request, the apparent low bidder must supply the requested information within two
(2) business days of request by Owner. Withholding information or failure to submit all the
information requested within the time provided shall render the bid non-responsive.

C. If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the
bidder of its preliminary determination in writing. Within three (3) days after receipt of the
preliminary determination, the bidder may withdraw its bid or request a hearing. The Owner will
schedule a hearing within three (3) working days of receipt of the bidder’s request. The hearing
members will include the Director of Construction and Planning Services, the Construction and
Planning Services (CPS) Contract Specialist and the CPS Project Manager. The Owner will issue
a Final Determination after reviewing information presented at the hearing. The Owner’s Final
Determination is specific to this project, and will have no effect on other or future projects.

0.12 CONTRACT AWARD

A. The Owner will evaluate bids responsiveness and responsibility.

1. A bid will be considered responsive if it meets the following requirements:

   a) It is received at the proper time and place.
   b) It meets the stated requirements of the bid proposal.
   c) It is submitted by a licensed/registered contractor within the State of Washington at the
time of bid opening and is not banned from bidding by the Department of Labor and
Industries.
   d) It is accompanied by a bid guarantee, if required.

2. A bid will be considered responsible if it meets the following requirements:

   a) It meets an overall accounting of the responsibility criteria established for the project.

B. The Owner reserves the right to accept or reject any or all bid proposals and to waive
informalities.

C. The Owner may negotiate bid price adjustments with the low responsible bidder, including
changes in the contract documents, to bring the bid within the available funding per RCW
39.04.015.

D. The apparent low bidder, for purpose of award, shall be the responsible bidder offering the low
aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting
all other bid submittal requirements.
E. The Contract will only become effective when signed by the Owner. Prior to the Owner’s signature, any and all costs incurred shall be the sole responsibility of the bidder.

F. “SUBCONTRACTOR RESPONSIBILITY CRITERIA” In accordance with SHB 2010 amending RCW 39.04 the Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
2. Have a current Washington Unified Business Identifier (UBI) number.
3. Have Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW.
4. A Washington Employment Security Department number, as required in Title 50 RCW.
5. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
6. An electrical contractor license, if required by Chapter 19.28 RCW.
7. An elevator contractor license, if required by Chapter 70.87 RCW.
8. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
BID PROPOSAL

The following document is to be completed and submitted to the Owner
STATE OF WASHINGTON  
EASTERN WASHINGTON UNIVERSITY  
OFFICE OF CONSTRUCTION AND PLANNING SERVICES  
101 ROZELL  
CHENEY, WA 99004-2464

BID PROPOSAL

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

1) BASE BID *(Including Trench Excavation Safety Provisions)*

(Please print dollar amount in space above) *(do not include Washington State Sales Tax)*

TRENCH EXCAVATION SAFETY PROVISIONS

$(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid *and indicated above* for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is $0.00) to be responsive.

2) BID ALTERNATES *(Specify whether additive or deductive)*

(1) Construction of ID.1 Secondary Identification (Elm Street and C Street) $________________________

(2) Construction of ID.2 Secondary Identification (5th Street and C Street) $________________________

(3) Construction of ID.3 Secondary Identification (6th Street and G Street) $________________________

(4) Demolition of existing gateway structure in Sutton Park $________________________

(5) Demolition of existing gateway structure adjacent to Surbeck Hall $________________________

*Do not include Washington State Sales Tax in alternate amounts.*

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to achieve substantial completion of all the work under the Base Bid (and accepted alternates) within 90 calendar days after the date of Notice to Proceed.

Subcontractor Listing – RCW 39.30.060

If the base bid and the sum of the additive alternates is one million dollars or more the bidder shall provide names of the subcontractors with whom the bidder will directly subcontract for performance of the following work. If the bidder intends to perform the work, the bidder must enter its name for that category of work.
The bidder shall not list more than one subcontractor for each category of work identified UNLESS subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

Failure of the bidder to submit the NAMES of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.

1. Masonry

2. Concrete

3. Electrical

Bidder may attach a separate sheet for additional alternate bid subcontractors.

**Liquidated Damages**

The undersigned agrees to pay the Owner as liquidated damages the sum of $100 for each consecutive calendar day that the undersigned is in default after the time to achieve substantial completion. Liquidated damages shall be deducted from the contract by change order.

**Receipt of Addenda**

Receipt of the following addenda is acknowledged:

Addendum Number(s): _____________________________________________________________

Name of Firm

**NOTE:** If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.

Signed by__________________________________________, Official Capacity _______________________

Print Name________________________________________

Address

City __________________________ State __________ Zip Code __________________________

Date __________________ Telephone __________________ FAX __________________________

State of Washington Contractor's License No. __________________________

Federal Tax ID # ______________________ e-mail address: __________________________
The following document outlines conditions for state facility construction as required by the State of Washington.
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PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.

B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.

C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.

D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.

E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.

F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.

G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.

H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.

I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.

J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.

K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.

L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.

M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.

N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.

O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.

P. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion.
GENERAL CONDITIONS FOR WASHINGTON STATE FACILITY CONSTRUCTION

S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.

T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.

U. "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents.

V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.

W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.

X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.

Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.

AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

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

1. Signed Public Works Contract, including any Change Orders, and any Special Forms.

2. Supplemental Conditions.

3. Modifications to the General Conditions.

4. General Conditions.

5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.

6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.

7. Signed and Completed Form of Proposal.

8. Instructions to Bidders.

9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

1. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;

2. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and

4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.
PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

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

A. Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.17.

1. General liability on the ISO 1986 New Occurrence Form or its equivalent which will include:
   a. Completed operations/products liability;
   b. Explosion, collapse, and underground; and
   c. Employer's liability coverage.

2. Automobile liability

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

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

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

2.02 COVERAGE LIMITS

The coverage limits shall be as follows:

A. Limits of Liability shall not be less than $1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.

B. $2,000,000 Combined Single Limit Annual General Aggregate.

C. $2,000,000 Annual Aggregate for Products and Completed Operations Liability.

D. $1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.

B. All insurance certificates shall name Owner's Project number and Project title.

C. All insurance certificates shall specifically require 45 days prior notice to Owner of cancellation or any material change, except 30 days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is $25,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.
2.05 ADDITIONAL BOND SECURITY

Contractor shall promptly furnish additional security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

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

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

2.06 BUILDER'S RISK

A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.

B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.

C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

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

3.02 CONSTRUCTION SCHEDULE

A. Unless otherwise provided in Division 1, Contractor shall, within 14 days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

B. Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.

C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary.

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

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

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

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

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

1. Cancel the written notice suspending the Work; or

2. Terminate the Work covered by the notice as provided in the termination provisions of part 9.

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

D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in part 7.
3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

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

B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
2. Acts or omissions of any government entity;
3. Fire or other casualty for which Contractor is not responsible;
4. Quarantine or epidemic;
5. Strike or defensive lockout;
6. Unusually severe weather conditions which could not have been reasonably anticipated; and
7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.

B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to sections 7.02 and 7.03.

D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in Contract Sum.

F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.

B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.
3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.

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

3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

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

A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.

B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.

D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.

E. Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.

F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."

B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.

C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

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

B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such
coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

C. Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation, and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.

D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

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

4.04 ORGANIZATION OF SPECIFICATIONS

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

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

A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.

B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein,
prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.
PART 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.

C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.

D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.

E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.

F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.

B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.

C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

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

5.04 PREVAILING WAGES

A. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
B. Before commencing the Work, Contractor shall file a statement under oath with Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

C. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

D. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

E. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

5.05 HOURS OF LABOR

A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours' service.

B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

B. During performance of the Work:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.

2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.

3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective
bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.

5. Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.

D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
   a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
   b. Any operations in their work area where hazardous chemicals are present; and
   c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.

2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
   a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
   b. The physical and health hazards of the chemicals in the work area;
   c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
   d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:

1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances", in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.

2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.

H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.

B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.

C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.

D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.

E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or...
loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

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

B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.10 UNFORESEEN PHYSICAL CONDITIONS

A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefor as provided in part 7.

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

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

B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or
alter the work of any other contractor unless approved in advance by Owner.

C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.

B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:

1. Constitute or imply acceptance;

2. Relieve Contractor of responsibility for providing adequate quality control measures;

3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;

4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents;

5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.

C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the
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Contractor's expense and without change in the Contract Time.

B. If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefor as provided in part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.

C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.

G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.

I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

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

5.18 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

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

5.20 SUBCONTRACTORS AND SUPPLIERS

A. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of $2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

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

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

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

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

2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.

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

5.21 WARRANTY OF CONSTRUCTION

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

B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;

2. Require all warranties to be executed, in writing, for the benefit of Owner;

3. Enforce all warranties for the benefit of Owner, if directed by Owner; and

4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Documents.

C. The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION
A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

1. The sole negligence of Contractor or any of its Subcontractors;

2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and

3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

B. In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.
PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 SCHEDULE OF VALUES

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

6.03 APPLICATION FOR PAYMENT

A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.

B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.

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

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

1. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;

2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);

4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;

6. Owner shall at all times have the right of access in company of Contractor;

7. Contractor and its surety assume total responsibility for the stored materials; and

8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.

B. Owner shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required
by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

C. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 PAYMENTS WITHHELD

A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:

1. Work not in accordance with the Contract Documents;

2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;

3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.17;

4. Failure to perform in accordance with the Contract Documents; or

5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.

B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with RCW 39.76.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

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

6.07 SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

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

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.

B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in part 8.
PART 7 - CHANGES

7.01 CHANGE IN THE WORK

A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.

B. If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.

D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or if the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.

2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.

a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is
entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of:  the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:

a. On the basis of a fixed price as determined in paragraph 7.02B.

b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.

c. On the basis of time and material as determined in paragraph 7.02D.

4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3. above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing -- Fixed Price

When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
1. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.

2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.

3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.

4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.

5. If the total cost of the change in the Work or request for equitable adjustment does not exceed $1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.

6. If the total cost of the change in the Work or request for equitable adjustment is between $1,000 and $2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
   a. lump sum labor;
   b. lump sum material;
   c. lump sum equipment usage;
   d. overhead and profit as set forth below; and
   e. insurance and bond costs as set forth below.

7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
   a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
      (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
      (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
      (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
      (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
(5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.

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

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


(2) The state of Washington Utilities and Transportation Commission for trucks used on highways.

(3) The National Electrical Contractors Association for equipment used on electrical work.

(4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Data Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, 1987 edition.

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

(1) For Contractor, 3% of direct labor costs.

(2) For Subcontractors, 5% of direct labor costs.

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

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

f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:
(1). For projects where the Contract Award Amount is under $3 million, the following shall apply:

(a) For Contractor, for any Work actually performed by Contractor’s own forces, 16% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(c) For Contractor, for any work performed by its Subcontractor(s), 6% of the first $50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first $50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

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

(a) For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first $50,000 of the cost, and 4% of the remaining cost, if any.

(c) For Contractor, for any Work performed by its Subcontractor(s), 4% of the first $50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.

(d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first $50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

(e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

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

(1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with 7.02 b. 7a.-e. above.

(2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the Subcontractor cost developed in accordance with 7.02 b. 7a. - h.

h. Cost of change in insurance or bond premium: This is defined as:

(1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
(2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

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

C. Change Order Pricing -- Unit Prices

1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
   a. Scope of work to be performed;
   b. Type of reimbursement including pre-agreed rates for material quantities; and
   c. Cost limit of reimbursement.

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

3. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:
   a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
   b. Quantities must be supported by field measurement statements signed by Owner.

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

1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
   a. Scope of Work to be performed;
   b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
   c. Cost limit of reimbursement.

2. Contractor shall:
   a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
   b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review;
   c. Leave access as appropriate for quantity measurement;
   d. Perform all Work in accordance with this section as efficiently as possible; and
   e. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
   a. Labor detailed on daily time sheets; and
   b. Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.

B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled
to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.

2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

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

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

1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;

2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under section 7.02;

3. Contractor shall follow the procedure set forth in paragraph 7.03B;

4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:

a. cost of nonproductive field supervision or labor extended because of the delay;

b. cost of weekly meetings or similar indirect activities extended because of the delay;

c. cost of temporary facilities or equipment rental extended because of the delay;

d. cost of insurance extended because of the delay;

e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract Sum divided by the Contract Time for each day of the delay.
PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

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

B. Contractor shall file its Claim within the earlier of:
   1. 120 days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.

C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
   1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
   2. The date on which facts arose which gave rise to the Claim;
   3. The name of each employee of Owner or A/E knowledgeable about the Claim;
   4. The specific provisions of the Contract Documents which support the Claim;
   5. The identification of any documents and the substance of any oral communications that support the Claim;
   6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
   7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
   8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, section 7.02; and
   9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.

D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
   1. If the Claim amount is less than $50,000, with a decision within 60 days from the date the Claim is received; or
   2. If the Claim amount is $50,000 or more, with a decision within 60 days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

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

F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

8.02 ARBITRATION
A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.

B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Disputes involving $30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or

2. Disputes over $30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.

E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:

1. Daily time sheets and supervisor's daily reports;

2. Collective bargaining agreements;

3. Insurance, welfare, and benefits records;

4. Payroll registers;

5. Earnings records;

6. Payroll tax forms;

7. Material invoices, requisitions, and delivery confirmations;

8. Material cost distribution worksheet;

9. Equipment records (list of company equipment, rates, etc.);

10. Vendors', rental agencies', Subcontractors', and agents' invoices;

11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;

12. Subcontractors' and agents' payment certificates;

13. Cancelled checks (payroll and vendors);

14. Job cost report, including monthly totals;

15. Job payroll ledger;

16. Planned resource loading schedules and summaries;
17. General ledger;

18. Cash disbursements journal;

19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;

20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;

21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;

23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.
3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;

4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;

5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and

6. Continue performance only to the extent not terminated.

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

D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.
PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

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

10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.
00800 - SUPPLEMENTAL CONDITIONS

The following document outlines requirements as specified by Eastern Washington University.
SUPPLEMENTAL CONDITIONS
FOR EASTERN WASHINGTON UNIVERSITY FACILITY CONSTRUCTION
(Paragraphs keyed to the State’s General Conditions)

2.01 CONTRACTORS LIABILITY INSURANCE - Replaces Section 2.01 A.1.

1. General liability on the CGL 00 01 10 01 form or its equivalent which will include:
   a. Completed operations/products liability;
   b. Explosion, collapse, and underground; and
   c. Employer’s liability coverage.

2.02 Replaces Section 2.02 – COVERAGE LIMITS INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on an ACORD form.

B. Required Coverages

1. For a contract less than $100,000.00, the coverage required is:
   a. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of
      this contract, at its cost and expense, carry and maintain general public liability insurance, including
      contractual liability, against claims for bodily injury, personal injury, death or property damage
      occurring or arising out of services provided under this contract. This insurance shall cover claims
      caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives,
      assigns or servants. The limits of liability insurance, which may be increased as deemed necessary
      by the contracting parties, shall be:

      | Coverage                     | Limit          |
      |------------------------------|----------------|
      | Each Occurrence              | $1,000,000.00  |
      | General Aggregate Limits     | $1,000,000.00  |
      | (other than products – commercial operations) |
      | Products – Commercial Operations Limit | $1,000,000.00 |
      | Personal and Advertising Injury Limit | $1,000,000.00 |
      | Fire Damage Limit (any one fire) | $50,000.00     |
      | Medical Expense Limit (any one person) | $5,000.00      |

   b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance
      for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

   c. Employers Liability on an occurrence basis in an amount not less than $1,000,000.00 per
      occurrence.

2. For contracts over $100,000.00 but less than $5,000,000.00 the contractor shall obtain the coverage
   limits as listed for contracts below $100,000.00 and General Aggregate and Products – Commercial
   Operations Limit of not less than $2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over
   $5,000,000.00 is:

      | Coverage                     | Limit          |
      |------------------------------|----------------|
      | Each Occurrence              | $2,000,000.00  |
      | General Aggregate Limits     | $4,000,000.00  |
      | (other than products – commercial operations) |
4. For all Contracts – **Automobile Liability**: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: $1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide **Pollution Liability** insurance for the hazardous substance removal as follows:

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<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
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or $1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

1) Insurance certificate must state that the insurer is covering hazardous substance removal.
2) Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.

b. For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.04 AIA Payment Bond and Performance Bond forms A312 are required by the Owner for the work of this contract. These forms must be obtained from the Contractor’s bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.05 Add New Paragraph C. - **ADDITIONAL BOND SECURITY** “Contractor shall promptly furnish proof of additional security (bond rider) to protect Owner and persons supplying labor or materials required by the Contract Documents if:”

C. The contract amount is increased by 15% or more.

2.06 **Builder’s Risk** – Add the following at the end of paragraph 2.06 A: “For projects not involving New Building Construction, ‘Installation Floater’ is an acceptable substitute for the Builder’s Risk Insurance.”

3.02 Replaces Section 3.02 B – **CONSTRUCTION SCHEDULE**

B. The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner; a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of
Values. The schedule shall show the Contractor’s planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

1. Date of Notice to Proceed;
2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
3. Utility Shutdowns;
4. Interrelationships and dependence of activities;
5. Planned vs. actual status for each activity;
6. Substantial completion;
7. Punch list;
8. Final inspection;
9. Final completion, and
10. Float time

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

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

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

3.06 Replaces Section 3.05 A.6 – DELAY

Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding ten years:

A. Monthly rainfall in excess of the highest monthly rainfall experienced for the same month.
B. Annual rainfall in excess of the highest annual rainfall experienced.
C. Monthly snowfall in excess of the highest monthly snowfall experienced for the same month.
D. Annual snowfall in excess of the highest annual snowfall experienced.
E. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
F. Average low temperatures for the winter months, lower than the lowest average temperatures experienced.

5.02 Replace Section 5.02 B – PERMITS, FEES AND NOTICES

B. The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Contractor in his bid amount

Add New Section 5.02 D – PERMITS, FEES, AND NOTICES

D. The General Contractor shall submit copies of each valid permit required on the project to the Owner’s representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

5.04 Add New Paragraph F – PREVAILING WAGES

Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor’s first application for payment. As additional subcontractors perform work on the project, their approved Intent forms shall be submitted with the Contractor’s next application for payment.

The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.
5.07 Replaces 5.07, Section A – SAFETY PRECAUTIONS

A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner’s representative prior to the initial scheduled construction meeting.

2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.

3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.

4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.

5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.

5.20 Replace Paragraph A – SUBCONTRACTORS AND SUPPLIERS

A. Prior to submitting the third Application for Payment, Contractor shall furnish in writing to Owner on Owner provided form(s) the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of $2,500.00. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner’s written consent before making any substitutions or additions.

7.01 Add Paragraph F – CHANGE IN THE WORK

F. 1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.

2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.
10.10 Add new Section - MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with RCW 39.04.320 Eastern Washington University requires 10% apprenticeship participation for projects estimated to cost three million dollars or more.

A. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-04).

B. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at thum235@lni.wa.gov, to obtain information on available apprenticeship programs.

C. For each project that has apprentice requirements, the contractor shall submit a “Statement of Apprentice/Journeyman Participation” on forms provided by Eastern Washington University, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:

1. Contractor name and address
2. Contract number
3. Project name
4. Contract value
5. Reporting period “Notice to Proceed” through “Invoicing Date”
6. Name and registration number of each apprentice
7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
8. Total number of journeymen and labor hours worked by them, categorized by trade or craft.
9. Cumulative combined total of apprentice and journeymen labor hours.
10. Total percentage of apprentice hours worked

D. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

E. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

END OF SUPPLEMENTAL CONDITIONS
The following document outlines current prevailing wage schedule for Spokane County.
Section 00830
PREVAILING WAGE SCHEDULE

PART 1 GENERAL

1.1 Descriptions and Definitions

A. Attached is the current Prevailing Wage Schedule for Spokane County (on-site labor) and Statewide (in-shop labor) as published by the Department of Labor and Industries.

The wage schedules published herein represent the most current schedules available to the Owner at the time of bid. The schedules are included herein as a convenience to the Contractor. As stated in the General Conditions, Section 00700 Part 5.04, “The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor’s responsibility to verify the applicable prevailing wage rate.” Contractor to verify with L&I that the published wages are correct for the trades involved in the work of this contract.

B. The Contractor should take note that prevailing wages apply to both on-site labor, and off-site (in-shop) fabrication or manufacture of items specifically produced for this project.

The Washington State Supreme Court ruled in Everett Concrete v. Department of Labor and Industries that workers employed in the fabrication or manufacture of items specifically produced for public works projects are covered under Chapter 39.12 RCW. The law establishes that the applicable prevailing wages which must be paid to laborers, workers and mechanics are the wages that have been established for the county in which the actual physical work is performed. Because the fabrication or manufacture is performed off-site, this may not be the same county in which the job site is located and so the off-site wages for every county in the state have been included.

The following is a list of work that may include the fabrication or manufacture of items produced specifically for a public works project. This list is not intended to include standard items that are always available and may be purchased on the general market. Questions regarding whether the production of a specific item is covered under Chapter 39.12 RCW and the applicable prevailing wage for the county in which the production work is performed should be directed to the Office of the Industrial Statistician, L&I.

Cabinet, Sash, Door and Furniture Making (Wood)
Fabricated Precast Concrete Products (Structural, Architectural and Utility concrete)
Industrial Engine and Machine Mechanics
Metal Fabrication (in-shop) - (Ironworkers, Boilermakers)
Modular Buildings (Including customized prefabricated housing)
Sheet Metal Work (Air ducts, ventilation systems, except round flex hose)
Sign Making and Installation (Electrical and non-electrical)

The absence or inaccuracy of the applicable wage rate in this section does not relieve the Contractor of the obligations to pay prevailing wages as stipulated under Chapter 39.12 RCW.

C. Refer to General Conditions and Supplemental Conditions for additional information/requirements concerning prevailing wages.
Washington State Prevailing Wage Rates For Public Works Contracts

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

**SPOKANE COUNTY**
**EFFECTIVE 3-03-2010**

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## Spokane County

**Effective 3-03-2010**

### Prevailing Wage

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## PREVAILING WAGE

(See Benefit Code Key)

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## SPOKANE COUNTY
### EFFECTIVE 3-03-2010

(See Benefit Code Key)  

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<tr>
<td>Backfillers (Cleveland &amp; Similar)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Backhoe &amp; Hoe Ram (Under 3/4 Yard)</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Backhoe &amp; Hoe Ram (3/4 - 3 YD)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Backhoe (45,000 GW &amp; Under)</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Backhoe (45,000 GW to 110,000 GW)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Backhoe (Over 110,000 GW)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Backhoe, (3 YD &amp; Over)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Batch &amp; Wet Mix (Multiple Units)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Batch Plant &amp; Wet Mix (Single Unit)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Batch Plant (Over 4 Units)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Belt Finishing Machine</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Belt-Crete Conveyors with Power Pack</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Bending Machine</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Bit Grinders</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Blade (Finish &amp; Bluetop) (Automatic, CMI, ABC)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Blade (Finish Athey &amp; Huber)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Blade (Motor Patrol &amp; Attachments)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Blower Operator (Cement)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Boat Operators</td>
<td>$34.26</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Bobcat (Skid Steer)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Bolt Threading Machine</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Boom Cats (Side)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Boring Machine (Earth)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Boring Machine (Rock)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Bump Cutter (Wayne, Saginau or Similar)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Cableway Controller (Dispatcher)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Cableway Operators</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Canal Lining Machine (Concrete)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Carrydeck &amp; Boom Truck</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Cement Hog</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Chipper (Without Crane)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Cleaning &amp; Doping Machine (Pipeline)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Compactor, Self Propelled With Blade</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Compressors (Over 2000 CFM, 2 or More)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Compressors (Under 2000 CFM, Gas, Diesel)</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Concrete Cleaning/Decontamination Machine Operator</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>Concrete Pump Boom Truck</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Concrete Pumps (Squeeze-Crete, Flow-Crete)</td>
<td>$35.90</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Classification</td>
<td>PREVAILING WAGE</td>
<td>Over Time Code</td>
<td>Holiday Code</td>
<td>Note Code</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>-----------------</td>
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<tr>
<td>CONCRETE SAW (MULTIPLE CUT)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>CONCRETE SLIP FORM PAVER</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, 25 TON &amp; UNDER</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, OVER 25 TON, TO &amp; INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, OVER 25 TON, TO &amp; INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180’ TO 250’ BOOM)</td>
<td>$36.84</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, OVER 25 TON, TO &amp; INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250’ BOOM)</td>
<td>$37.14</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, OVER 45 TON, TO &amp; INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, OVER 45 TON, TO &amp; INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180’ TO 250’ BOOM)</td>
<td>$37.09</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>CRANES, OVER 45 TON, TO &amp; INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250’ BOOM)</td>
<td>$37.41</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, 85 TON &amp; OVER AND ALL CLIMBING, OVERHEAD, RAIL &amp; TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, 85 TON &amp; OVER AND ALL CLIMBING, OVERHEAD, RAIL &amp; TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180’ TO 250’ BOOM)</td>
<td>$36.84</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRANES, 85 TON &amp; OVER AND ALL CLIMBING, OVERHEAD, RAIL &amp; TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250’ BOOM)</td>
<td>$37.14</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRUSHER FEEDERMAN</td>
<td>$34.26</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>CRUSHER, GRIZZLE &amp; SCREENING PLANT</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DECK ENGINEER</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>DECK HAND</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DERRICKS &amp; STIFFLEGS ( UNDER 65 TON)</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DERRICKS &amp; STIFFLEGS (65 TON &amp; OVER)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DISTRIBUTOR LEVERMAN</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DITCH WITCH OR SIMILAR</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DOPE POTS (POWER AGITATED)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DOZER, 834 R/T &amp; SIMILAR</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DOZER, MULTIPLE UNITS WITH SINGLE BLADE</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DRILL DOCTOR</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DRILLERS HELPER</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DRILLING EQUIPMENT (8 INCH BIT &amp; OVER)</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>DRILLS (CHURN, CORE, CALYX OR DIAMOND)</td>
<td>$35.90</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>ELEVATING BELT (HOLLAND TYPE)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>ELEVATOR HOISTING MATERIALS</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>EQUIPMENT SERVICEMAN, GREASER AND OILER</td>
<td>$35.90</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>FIREMAN &amp; HEATER TENDER</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>FORK LIFT OR LUMBER STACKER, HYDRA-LIFT</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>GIN TRUCKS (PIPELINE)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>GRADE CHECKER</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>GUNITE COMBINATION MIXER &amp; COMPRESSOR</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>H.D. MECHANIC</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>H.D. WELDER</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>HEAVY EQUIPMENT ROBOTICS OPERATOR</td>
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<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>HELICOPTER PILOT</td>
<td>$37.71</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>HELPER, OF H.D. MECHANIC &amp; H.D. WELDER</td>
<td>$34.26</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>HOE RAM</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>HOIST (2 OR MORE DRUMS OR TOWER HOIST)</td>
<td>$35.90</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>HOIST (SINGLE-DRUM)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>Classification</td>
<td>PREVAILING WAGE</td>
<td>Over Time Code</td>
<td>Holiday Code</td>
<td>Note Code</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>-----------------</td>
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</tr>
<tr>
<td>HYDRO SEEDER, MULCHER, NOZZLEMAN</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>LOADER (360 DEGREES REVOLVING KOEHRING)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>LOADER, BELT (KOCAL OR SIMILAR)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>LOADERS (BUCKET, ELEVATOR &amp; CONVEYORS)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>LOADERS, OVERHEAD/FRONTE-END ( UNDER 4 YD)</td>
<td>$35.90</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>LOADERS, OVERHEAD/FRONTE-END ( 4 - 8 YD)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>LOADERS, OVERHEAD/FRONTE-END ( 8 - 10 YD)</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>LOADERS, OVERHEAD/FRONTE-END (10 YD &amp; OVER)</td>
<td>$37.71</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>LOCOMOTIVE ENGINEER</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>LONGITUDINAL FLOAT</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
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<tr>
<td>MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN</td>
<td>$36.61</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>MIXER (PORTABLE-CONCRETE)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>MIXERMObILE</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>MUCKING MACHINE</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>OILER</td>
<td>$34.26</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>OILER DRIVER &amp; CABLE TENDER, MUCKING MACHINE</td>
<td>$34.81</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>PAVE OR CURB EXTRUDER ASPHALT &amp; CONCRETE</td>
<td>$35.90</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>PAVEMENT BREAKER, HYDRAHAMMER &amp; SIMILAR</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>PAVING (DUAL DRUM)</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>PAVING MACHINE (ASPHALT OR CONCRETE)</td>
<td>$36.34</td>
<td>1M</td>
<td>5D</td>
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<tr>
<td>PILEDRIVING ENGINEERS</td>
<td>$36.06</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>POSTHOLE AUGER OR PUNCH</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>POWER BROOM</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>PROBE TENDER (ROTO-MILL)</td>
<td>$35.13</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
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<tr>
<td>PUMP (GROUT OR JET)</td>
<td>$35.74</td>
<td>1M</td>
<td>5D</td>
<td>8D</td>
</tr>
<tr>
<td>PUMP OPERATOR (WATER)</td>
<td>$34.81</td>
<td>1M</td>
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## SPOKANE COUNTY
### EFFECTIVE 3-03-2010

(See Benefit Code Key)

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<th>Classification</th>
<th>PREVAILING WAGE</th>
<th>Time Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
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*NOTE: Time Codes: 1V, 5D, 8M, 6I; Holiday Codes: 2B, 5A.*
OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
   A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
   B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
   G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
1. **Q.** The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas Day) shall be paid at double the hourly rate of wage. All hours worked on Christmas Day shall be paid at two and one-half times the hourly rate of wage.

**R.** All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

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

**T.** Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 PM Saturday to 6:00 AM Monday and holidays shall be paid at double the straight time rate of pay. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

**U.** All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

**V.** All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas Day shall be paid at double the hourly rate of wage.

**W.** All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

**X.** The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

**Y.** All hours worked outside the hours of 5:00 AM and 5:00 PM (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. (Except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday, over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

**Z.** All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

2. **A.** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half times the hourly rate of wage.

**B.** All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

**C.** All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
D. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. The first eight (8) hours worked on holidays shall be paid at straight time in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at one and one-half times the hourly rate of wage.

E. All hours worked on Saturdays or holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays or on Labor Day shall be paid at two times the hourly rate of wage.

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

2. J. All hours worked on Sundays shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage, including the holiday pay. All hours worked on unpaid holidays shall be paid at two times the hourly rate of wage.

K. All hours worked on holidays shall be paid at two times the hourly rate of wage in addition to the holiday pay.

L. All hours worked on Saturdays (or on the regular day off during a workweek other than Monday through Friday) and holidays shall be paid at one and one-half times the hourly rate of wage, except Labor Day which shall be paid at double the hourly rate. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

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

P. The first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday and all hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

Q. All hours worked on Labor Day shall be paid at double the hourly rate of wage.

R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

S. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage, except the day after Thanksgiving, the day after Christmas and a floating holiday, which shall be paid at the straight time rate if worked, in addition to holiday pay.

T. All hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on holidays shall be paid at two and one-half times the hourly rate of pay, and this rate shall include holiday pay.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day, or on Sundays and holidays shall be paid at double the hourly rate of wage.

V. All hours worked on Saturdays and on make-up days shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

X. All hours worked Monday through Friday between the hours of 6:00 p.m. and 6:00 a.m. and all hours on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

**HOLIDAY CODES**

5. A. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

B. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

D. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).


G. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).


I. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

J. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).

K. HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

L. HOLIDAYS: NEW YEAR’S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

M. HOLIDAYS: NEW YEAR’S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).

N. HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS’ DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).

P. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). If a holiday falls on Sunday, the following Monday shall be considered as a holiday.
Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).

5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).

U. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).

V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.

W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.

X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).

Y. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).

Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).


B. PAID HOLIDAYS: NEW YEAR'S EVE DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE'S DAY, AND CHRISTMAS DAY (9).


E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).


H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).

I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

J. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).

L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (8)

Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY; PRESIDENTS' DAY.
T. 

U. 
HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY (9).

V. 
PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE'S CHOICE (9).

W. 
PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).

X. 
PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).

Y. 
PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A FLOATING HOLIDAY (9).

Z. 

NOTE CODES

8. 
A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 220' - $4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 220' - $5.00 PER FOOT FOR EACH FOOT OVER 220 FEET

C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 200' - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 200' - DIVERS MAY NAME THEIR OWN PRICE

D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL $1.00 PER HOUR.

L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $0.75, LEVEL B: $0.50, AND LEVEL C: $0.25.

M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: $1.00, LEVELS C & D: $0.50.

N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $1.00, LEVEL B: $0.75, LEVEL C: $0.50, AND LEVEL D: $0.25

P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: $2.00, CLASS B SUIT: $1.50, CLASS C SUIT: $1.00, AND CLASS D SUIT $0.50.
01020 - BID ALTERNATE SPECIFICATION

The following document outlines conditions for state facility construction as required by the State of Washington.
SECTION 01020

BID ALTERNATES

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies administrative and procedural requirements of Bid Alternates.

1.02 DEFINITIONS

A. A Bid Alternate is an amount proposed by the Bidder and recorded in the Bidder’s Bid Form for Work defined in the Bidding Documents that may be added to the Base Bid amount(s) if the Owner elects to accept the Bid Alternate.

1.03 COORDINATION

A. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Bid Alternate is complete and fully integrated into the Project. Include as part of each Bid Alternate the miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as a part of the Bid Alternate.

1.04 RELATED SECTIONS

A. Drawings and general provisions of the Contract Documents, including the General Conditions and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.05 INTENT

A. The intent of the Base Bid(s) is to define the Project scope within the framework of the Contract Documents.

B. The intent of the Bid Alternates is to adjust the project scope by adding, deleting or modifying specific parts of the Work as stated hereinafter.

1.06 PROCEDURES

A. Each Bidder shall include in its Bid Form, alternate proposals for adding, deleting or modifying specific items of Work relative to the Base Bid(s) Work.

B. Order of Selection and Award of Alternates: The apparent low bid will be determined by the total combined amounts of the Owner-accepted Base Bid(s) and the Owner-accepted Alternate Bid(s). The Owner reserves the right to accept or reject any or all of the Alternate Bid amounts irrespective of the order in which the alternates are listed in the Bid Form.

C. Reinstatement of Alternates: The Owner reserves the right to reinstate any or all of the Bid Alternates described hereinafter not included in the Contract Award up to the time when the sequence of the Work as established by the construction schedule is not delayed by the implementation of the reinstated Bid Alternate Work. Reinstatement of any Bid Alternate shall be at the same amount as recorded in the Contractor’s Bid Form plus any additional construction cost justified by Contractor applicable to the reinstated Bid Alternate.
D. Execute accepted Bid Alternates under the same conditions as other Work of this Contract.

1.07 DESCRIPTION OF ALTERNATE

A. Alternate No. 1: Construction of ID.1 Secondary Identification (Elm Street and C Street). See Page 2.2 in Bid Design Intent by Jacobs

B. Alternate No. 2: Construction of ID.2 Secondary Identification (5th Street and C Street). See Page 2.4 in Bid Design Intent by Jacobs

D. Alternate No. 3: Construction of ID.3 Secondary Identification (6th Street and G Street) See Page 2.6 in Bid Design Intent by Jacobs

E. Alternate No. 4: Demolition of existing gateway structure in Sutton Park. Remove structure, haul offsite and dispose of properly. Repair landscaping as required. Provide demolition work plan to client for approval prior to commencing work.

F. Alternate No. 5: Demolition of existing gateway structure adjacent to Surbeck Hall. Remove structure, haul offsite and dispose of properly. Repair landscaping as required. Provide demolition work plan to client for approval prior to commencing work.

END OF SECTION 01020
01210 - ALLOWANCES

The following section includes administrative and procedural requirements governing allowances according to the Owner.
SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items of work are specified by allowances. Allowances have been established to:

a. Defer selection of actual work to a later date when additional information is available for evaluation. In this case, a dollar amount is established hereinafter for inclusion in the Base Bid for the applicable item of work. The bid allowance will either be increased or decreased by Change Order at a later date if the value of the actual work is more than or less than the bid allowance.

b. Include costs in the Base Bid for the described items of work whose actual quantities cannot be determined until the work proceeds. The bid amounts shall be based on the quantity allowances established hereinafter. The costs for the described items of work will either be increased or decreased by Change Order based on the unit prices established in the Contractor’s Bid Form if the actual quantities are more than or less than the quantity allowances.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Quantity allowances.

1.02 RELATED SECTIONS

A. Section 00700 – General Conditions

C. Section 01250 – Contract Modification Procedures

1.03 SUBMITTALS

A. Submit invoices, delivery slips, trip tickets and/or other documentation to substantiate actual quantities of materials delivered removed to/from the site for use in fulfillment of each allowance.

B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

PART 2 PRODUCTS
PART 3 EXECUTION

3.01 EXAMINATION
   A. Examine areas, elements of existing construction and excavations to determine appropriateness for application of allowances.

3.02 PREPARATION
   A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related Work.

3.03 SCHEDULE OF ALLOWANCES
   A. Allowance No. 1: $7500.00 for relocation of light pole and campus map case at intersection of 7th & Washington

END OF SECTION 01210
The following document outlines conditions for state facility construction as required by the State of Washington.
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

   A. Requirements for Changes are also included in Part 7 of the General Conditions for Washington State Facility Construction and Supplemental Conditions. This Section specifies additional detail regarding administrative and procedural requirements for handling and processing contract modifications. In the event of conflicts between this specification and Part 7, the General Conditions and Supplemental Conditions shall supersede any requirements identified herein.

1.03 INITIAL REQUIREMENTS

   A. Prior to submitting any cost proposals, the Contractor shall submit a breakdown of all applicable trade and class wage rates intended to be incorporated into this Project using a form acceptable to the Owner. As a minimum, the breakdown shall show:

      1. Basic wage rate (based on L&I Intent to Pay Prevailing Wages or union agreement);
      2. Fringe Package (based on L&I Intent to Pay Prevailing Wages or union agreement);
      3. FUI (Federal Unemployment Insurance);
      4. FICA (Federal Insurance Compensation Act);
      5. SUI (State Unemployment Compensation Act);
      6. WC (Workers Compensation);
      7. Medicare;
      8. Any other specific trade costs that affect hourly rate. If an acronym is used, also identify the full name for it.

   B. Contractor shall submit verification of the above rates if requested by the Owner.

   C. Within 30 days of the Notice to Proceed, the Contractor shall submit a list of all equipment anticipated to be used on the project and whether it is owned or to be rented, using a form acceptable to the Owner. If during the construction process additional equipment is brought to the Project site, the Contractor shall submit an updated list.

1.04 MINOR CHANGES IN THE WORK

   A. The Designer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on a form prepared by the Designer. If the contractor believes a cost is associated with the supplemental instructions, the Contractor is to provide written notice to the Designer and Owner within 7 days of receipt of the instructions.

1.05 OTHER CHANGES IN THE WORK

   A. Changes to the work can be by:

      1. Change Order Proposal issued by the Designer to the Contractor on the Owner’s behalf.
      2. Field Authorization issued by the Designer to the Contractor on the Owner’s behalf.
3. Request initiated by the Contractor and submitted to the Designer.

B. Change Order Proposal (COP). The Designer will issue a detailed description of proposed Owner initiated changes in the Work on the Owner’s standard COP form that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. COP requests issued by the Designer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Within 14 calendar days of receipt of a proposal request, or quicker if the project schedule necessitates, the contractor shall submit an estimate of cost necessary to execute the change to the Owner who will evaluate the cost.

C. Field Authorization (FA). The Designer may issue, on behalf of the Owner, a FA instructing the Contractor to proceed with a change or specific portion of the change in the Work or specific portion of a COP, for subsequent inclusion in a Change Order.

1. The FA will contain a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
2. The Contractor must provide a Not to Exceed (NTE) amount to be indicated on the FA.
3. As the Work progresses, the Contractor is to monitor its costs. If the costs indicate they will exceed the NTE prior to being able to complete the work, the Contractor is to stop work and notify the Owner. A decision will be made by the Owner to stop the change at that time, or authorize an increase in the NTE amount.
4. The Contractor is not to proceed with the work until the FA is signed by the Contractor, Designer, and Owner.
5. Maintain detailed records of time and material documentation of work as required by each field authorization issued to the contractor.
   a. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
   b. Include daily accounting of time spent by each person working specifically on such work, acknowledged by Owner’s Site Representative, together with copies of all related purchase orders.

D. Contractor Initiated Change Request. When latent, unforeseen, or other conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Designer.

1. Provide initial documentation describing the proposed change, reason for changes, and why the proposed change is not part of the Base Bid.

E. Detailed Documentation of Owner or Contractor initiated Changes.

1. Support each lump sum proposal quotation, and each unit price (not previously established) with sufficient substantiating data.
2. On request, provide additional data to support time and cost computations:
   a. Labor required.
   b. Equipment required.
   c. Products required.
      1) Recommended source of purchase and unit cost.
      2) Quantities required.
   d. Taxes, insurance, and bonds.
   e. Documented credit for work deleted from Contract.
   f. Overhead and profit.
   g. Justification for any change in Contract Time.
3. Support each proposal for additional costs, and time-and-material/force account work with documentation, as required for lump-sum proposal. Include additional information:
   a. Name of Designer’s or Owner’s authorized agent who ordered work, and date of order.
   b. Dates and times work was performed, and by whom.
   c. Time record, summary of hours worked, and hourly rates paid.
   d. Receipts and invoices for:
      1) Equipment used, listing dates and times of use.
      2) Products used and listing of quantities.
      3) Subcontracts.

5. Statement as to whether overtime work is, or is not, authorized.

F. Approval or Rejection of Proposal.
   1. When change is initiated by Designer or Owner through a COP.
      a. Contractor to submit a detailed proposal in writing. Quotation will be guaranteed for period specified in Proposal Request beginning from signing of proposal. If no period is specified, guarantee quotation for sixty (60) days from signing.
      b. Owner reviews proposal and responds in writing as follows:
         1) Request for additional information.
         2) Proposal will be incorporated into a Change Order.
         3) Rejecting the proposal.
      c. Contractor is not to proceed with work until a signed Change Order is received from the Owner.
   2. When change is initiated by Contractor.
      a. Owner reviews and responds in writing as follows:
         1) Agrees with Contractor’s cost proposal;
         2) Request for additional information;
         3) Rejecting the proposal.
      b. If the Owner responds by agreeing to the Contractor’s change proposal, a Change Order will be processed.
      c. If additional information is requested by Owner, respond in writing within fifteen (15) days of Owner’s request.

1.06 CHANGE ORDER PROCEDURES

A. Upon final agreement of costs and/or time on an Owner COP, FA or a Contractor initiated proposal, a Change Order will be processed by the Owner.
   1. The Contractor cannot submit an invoice for Work changes until a fully executed Change Order is completed.

END OF SECTION 01260
01290 - PAYMENT PROCEDURES

The following document outlines payment procedures as required by the Owner.
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

B. Requirements for Schedule of Values and Applications for Payment are also included in part 6 of the General Conditions For Washington State Facility Construction. This specification section includes additional detail regarding procedural requirements. In the event of conflicts between this specification and Part 6, the General Conditions shall supersede any requirements identified herein.

C. Contractor shall submit all invoices and applications for payment on forms provided by the Owner, available electronically in Excel format.

1.03 SCHEDULE OF VALUES

A. Submit a list of all Subcontractors and Material Suppliers.

B. The Schedule of Values and the Contractor's Construction Schedule are to be developed and agreed to with the Subcontractors.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
   a. Contractor's Construction Schedule.
   b. Application for Payment forms, including Continuation Sheets.
   c. List of subcontractors.
   d. Schedule of allowances (if any).
   e. Schedule of alternates.
   f. List of products.
   g. List of principal suppliers and fabricators.
   h. Schedule of submittals.

2. Submit the Schedule of Values to the Designer and Owner for approval at the earliest possible date but no later than 30 days after the issuance of the Notice to Proceed, and not less than 14 days prior to the first application for payment.

C. Use the Project Manual table of contents as a guide to format the Schedule of Values. Provide at least one line item for each listed Specification Section beginning with Division 2. Relate applicable activities of the Progress Schedule with each line item broken down separately for labor and materials. Include the following as a minimum:

1. Include separate line item values for construction progress schedule and updates, mobilization, permits/bonds/insurances, temporary facilities, supervision, survey and layout, demobilization, commissioning and equipment/systems start-up, and project closeout retainage.

   a. General Conditions and Mobilization shall not exceed 3% of the Contract amount.
b. Demobilization shall be not less than 1% of the Contract amount.
c. Project closeout retainage value, for duration between Substantial Completion and Final Acceptance shall be not less than 2% of the Contract amount. Of that amount, 1% shall be for “Punchlist Work”. This amount will not be released until Final Completion is reached.

1) This closeout retainage shall be in addition to the 5% retainage withheld under General Conditions item 6.04, and shall be for the purpose of protection of the Owner in the completion of any outstanding items on the Final Acceptance Punch List, and for reimbursing the Designer and their consultants for additional ‘punch list’ re-inspections beyond the first re-inspection; refer to Section 01 77 00.

d. Schedule preparation and updates shall not be less than 1/2% of the Contract amount.

2. Major cost items, which are not directly a cost of actual work-in-place, such as distinct temporary facilities, may be either shown as items in the Schedule of Values or included in General Conditions and Mobilization or Demobilization at the Contractor’s option.

3. Line item amounts shall be rounded off to nearest whole dollar, with total of the primary schedule of values breakdown equal to the Contract Sum.

4. Provide at least one line item for each Specification Section, and at least one line item for each pertinent item within each specification section.

5. No line item of the Schedule of Values shall be greater than $30,000 unless approved by Owner.

6. Break down items of work that include both labor and material into those respective components.

7. Provide breakdown by construction phasing or area of work.

8. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.

b. Include separate line item cost for shop drawing preparation.

9. Unit Cost Allowances: Show the line-item value of unit-cost allowances (if any) as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.

10. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

D. Identify work, if any, to be performed by minority-owned business enterprises (MBE) and women-owned business enterprises (WBE).

E. Identification: Include the following Project identification on the Schedule of Values:

1. Project name and location.
2. Name of Designer.
3. Owner’s Project Number.
4. Contractor’s name and address.
5. Date of submittal.

F. Listing: Arrange the Schedule of Values in tabular form with separate columns indicating the following for each item listed:

1. Related Specification Section.
2. Description of Work.
3. Name of subcontractor or manufacturer/supplier (as applicable).
4. Dollar value.
5. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
G. Schedule of Values Updating: Update and resubmit Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Add a new line item for each Change Order, and provide a breakdown of several line items for large or complicated Change Orders.

1.04 APPLICATIONS FOR PAYMENT

A. General:
   1. Submit itemized payment request as required in General Conditions together with Schedule of Values and other submittals as listed herein.
   2. Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments; it is recognized that certain applications involve extra requirements, including initial application, application at times of Substantial Completion, and final payment application.
   3. Contractor shall not "project" work completed beyond the date of Application for Payment submittal for the purpose of payment request.

B. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by the Owner.
   1. If the Contractor withholds any portion of a previous payment from a subcontractor or material supplier, other than normal retainage, the Contractor shall provide a letter to the Owner with the next Application for Payment stating the reasons for withholding the payment.

C. Payment Application Times: Progress payments will be based upon a monthly period.

D. Draft Payment Application: Draft copies shall be provided to the Owner. The draft payment request shall be a copy of the previous month’s approved payment request, with proposed percentages and dollar amounts (rounded off to nearest whole dollar) beside each line item, and a total percentage complete and dollar amount for the month. Once the amounts are reviewed and agreed to by the Owner, the Contractor shall prepare the actual payment request as required in this section based upon the amounts agreed to in the draft application.
   1. Have available for Owner review current Project Record Documents delineating any and all revisions since the previous application for payment.

E. Application Preparation: Complete every entry on the actual payment request form. The Owner will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and the Contractor’s Construction Schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

F. Transmittal: Submit 1 original signed copy (no photocopies of signatures are permitted) of each Application for Payment to the Owner by a method ensuring receipt within 48 hours.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Owner.

G. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of first payment application can be summarized as follows, but not necessarily by way of limitation:
   1. Submit Statement of Intent to Pay Prevailing Wages on Public Works Contract on form issued by the State of Washington, Department of Labor and Industries. One is required from the Contractor and one from each of those subcontractors who will provide labor on the project site. When these forms have been filled in, the Contractor shall send them to the Industrial Statistician in
Olympia for certification. After certification, three copies will be returned to the Contractor. The Contractor shall forward the Owner's copy directly to the Owner (do not send through the Designer). The Contractor shall also post on the project site one certified copy of each Statement of Intent. For further information, phone the Industrial Statistician (360) 902-5335. Processing of an application will not begin until an approved copy is on file with the Owner for each classification of laborers, workers, or mechanics employed by the Contractor or Subcontractor that are included in an application for payment; no exceptions.

2. Submit and receive review comments for latest construction schedule.

3. Submit Schedule of Values, allocated to the various portions of the work; the schedule shall be used as a basis for the Contractor's Application for Payment.

4. List of Subcontractors, complete with phone numbers, business address and contact person.

5. List of major material suppliers and fabricators, complete with phone numbers, business address and contact person.

6. Contractor’s Progress Schedule (preliminary if not final).

7. Schedule of Unit Prices, as applicable.

8. Schedule of Submittals (preliminary if not final).

9. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.

10. Initial settlement survey and damage report, if required.

11. Notice of Potential of Hazard Form (see section 00950).


14. MWBE participation listing.

15. Waste Management Plan.

16. List of emergency contact information.

17. Other documents as may be required in the Contract Documents.

H. Applications each Month during Construction:

1. Submit itemized application; in number of copies as specified herein, each with waivers of mechanics liens from principal subcontractors, sub-subcontractors and suppliers as specified below.

2. Applications are to be signed by a responsible officer of contracting firm. Do not sign in black ink; no photocopies of signature permitted.

3. Application for Payment shall include the following:
   a. Application and Certificate for Payment on Contract.
   b. Invoice Voucher.
   c. Invoice Voucher - Escrow.
   d. Certificate for Material Stored on Job Site.
   e. Certificate for Material Stored on Job Site.
   f. Updated Construction and Submittal Schedules: If substantial changes have occurred in the project Construction Schedule, or if enough changes have occurred that the schedule is rendered inaccurate or ineffective, submit with Application for Payment a revised updated Construction Schedule for evaluation and measurement of actual work-in-place with said application for payment, together with updated submittal schedule. If the Contractor does not submit a revised schedule with a payment request it is agreed by the Contractor that the project is still on schedule according to the last submitted schedule.
      1) If actual work completed is more than 14 days behind schedule, submit a recovery schedule per requirements of Section 01 32 16, Construction Progress Schedule, subparagraph 3.04C.4.b.
   g. Certificates of Notice of Potential Hazards in accordance with Section 00950.

4. When the Owner finds Application for Payment properly completed and correct, the Owner will sign and process all copies of Application for Payment for payment.

5. If the Owner finds the Application for Payment improperly or incorrectly executed, an annotated copy will be returned for a NEW SUBMITTAL.

6. Only minor corrections are allowed, with approval of Owner.
I. Application at Time of Substantial Completion: See Section 01770 for principal administrative actions and submittals which must precede or coincide with such special applications.

1.05 PAYMENT FOR STORED MATERIAL
A. See General Conditions for Washington State Facility Construction Article 6.03.

1.06 SUBSTANTIATING DATA
A. When the Owner requires substantiating information, submit data in a timely manner justifying line item amounts in question.

1.07 APPLICATION FOR FINAL PAYMENT
A. Application for a FINAL pay request will be accepted for processing only after satisfactory completion of the following:
   1. Punchlist items complete and accepted;
   2. Agreement on all Change Order costs;
   3. Required permits signed off;
   4. Submittal of Record Documents (as-builds);
   5. Submittal of O&M Manuals;
   6. Submittal of Warranty Manuals;
   7. Certification of Asbestos Free Materials (see section 00950)
   8. All training has been provided to Owner’s designated staff and signed rosters of those attending submitted to the PM.
   9. All security badges and building keys have been returned.
   10. Other requirements as specified in Section 01770 - Closeout Procedures.

1.08 RELEASE OF RETAINAGE
A. Pursuant to the completion of Work performed in accordance with a public works contract and Final Acceptance by the Owner, the following requirements must be satisfied to allow the release of retained contract funds at the earliest possible date.
   1. All Contract Closeout items have been reviewed by the Designer, any corrections made by the Contractor, and final copies received by the Owner.
   2. The Designer maintains a Construction Completion Checklist of requirements for completing the project. When the Designer determines that the checklist has been completed, the Designer consults with the Owner for concurrence that all requirements have been met for establishing Final Completion.
   3. If there are no outstanding items required of the Contractor on the Construction Completion Checklist, the Designer provides a letter to the Owner with a copy to the Contractor that to the best of its knowledge, information, and belief, the Contractor has reached Final Completion on the project in conformance with the Contract Documents.
   4. Upon receipt of the signed Notification of Project Completion, the Owner issues its Completion Notice to the Department of Revenue and its Notice of Completion of Public Works Contract.
   5. Final Acceptance shall be issued to the Contractor when all the foregoing requirements are met and the project is formally accepted by the EWU Board of Trustees at their regularly-scheduled meeting.
   6. Certificate of Payment of State Excise Taxes by Public Works Contractor; following receipt of Owner’s notice of completion and after determining that all taxes, increase and penalties due from Contractor have been paid, the Department of Revenue will issue this certificate to the Owner, releasing the state’s lien on the retained percentage.
   7. Certificate of Payment of Contributions, Penalties and Interest on Public Works Contract; upon receiving a copy of the Owner’s notice of completion from the Department of Revenue and determining that the Contractor is in compliance with the provisions of the Employment Security
Act, the Employment Security Department will issue this certificate to the Owner, releasing its lien on the retained percentage.

8. Request for Release. This form must be completed by the Contractor and mailed to the Department of Labor and Industries, Industrial Insurance division, Contract Release Section, Olympia, Washington 98504. One copy of the Contractor’s request for release, including attached list of Subcontractors, shall be transmitted to Owner.

9. Certificate of Release. Upon receipt of Contractor’s request for release and verification from its records that the industrial insurance and medical aid premiums have been paid by Contractor and each Subcontractor, the Department of Labor and Industries will so note on its internet site. The owner will review L&I’s internet site for status compliance. Once full compliance is noted, it is confirmation that L&I does not hold a lien against the project.

10. At the time the Owner sends the Contractor written notice of Final Acceptance, it advertises the acceptance of the project which begins the forty five (45) day period for liens to be filed.

11. At the end of the forty five (45) day period, releases have been received, or confirmed, and there are no liens filed that have not been released, the retainage will be released.

   a. If the retainage was placed in an escrow account, the Owner will notify the escrow company that the retainage may be released. No invoice billing from the Contractor for the retainage is required.

   b. If the Contractor has elected to not put the retainage in escrow, an invoice for the retainage amount must be submitted and processed to allow release of the retained money.

END OF SECTION 01290
The following document specifies administrative and procedural requirements for electronic communications
PART 1 - GENERAL

1.1 SUMMARY

A. This section specifies administrative and procedural requirements for electronic communications and information distribution for the Owner, Designer and Contractor to utilize in support the Work of the Contract Documents. The intent of the Owner is to accelerate information transfer among all parties and to improve coordination of transferred materials to the mutual benefit of all parties. The Owner will use the Meridian Systems Prolog® Converge as an Internet-based construction management system for document controls. Not all Project documents noted below are currently installed in Prolog®. For most non-Prolog documents, the Owner provides electronic forms created with other industry standard software. Documents which will be created or distributed electronically include, but are not limited to:

1. Drawings and Specifications
2. Construction Progress Schedule
3. Correspondence
4. Meeting Minutes (Owner-approved format)
5. Requests for Information (Prolog® Website form)
6. Submittals (Prolog® Website form)
7. Schedule of Values (Owner-provided form)
8. Applications for Payment (Owner-provided form)
9. Change Order Requests (Owner-provided pricing forms)
10. Change Order Proposals (Owner-provided pricing forms)
11. Change Orders
12. Daily Reports (Owner-provided form or approved substitute)
13. Field Reports
14. Test and Inspection Reports
15. Nonconformance Reports
16. Utility Shutdown Requests (Owner-approved form)
17. Safety Reports
18. Substitution Request Form (Designer-provided form)
19. Final Inspection "Punch List" Reports

1.2 ADMINISTRATIVE REQUIREMENTS

A. System Access

The Owner will provide the required licenses and access codes necessary for the Contractor’s access to the Eastern Washington University Prolog® Converge website. The Owner will host the software and administer authority levels and classifications to users to control security access. Access levels will be provided to match only the level necessary to maintain and process electronic documents specified in this section.

B. System Users

The Contractor will be required to provide a list of all parties from the Contractor’s and Subcontractors’ staffs and others that will be given access to the system. The Owner will provide the Contractor with licensed access for a maximum of four users. The Contractor may, at its sole discretion, elect to enter all required data into the system including input from Subcontractors or may require the Subcontractors to enter their own data, but in either case the Contractor will be responsible for the accuracy of the data entered. A single “license” will allow multiple users to access the Eastern Washington University Prolog® Converge Website. The Owner will purchase and maintain the license.
C. System Cost

The Owner, at no cost, will provide use of the EWU Prolog® Converge Website to the Contractor commensurate with requirements for document controls specified in this section. Additionally, the Owner will provide a training seminar for up to eight representatives from the Contractor’s organization free of charge to the Contractor. A training location and dates for the training will be provided after the award of the contract. Training is anticipated to begin within two weeks of Contract execution. Any additional training required by the Contractor will be at the Contractor’s own expense. Owner will not be responsible for temporary or intermittent outages.

D. Owner-Provided Forms

All forms noted as owner provided are available on the EWU construction and planning website.

http://www.ewu.edu/x39543.xml

E. Documents Requiring Signatures

All documents requiring signatures for approval prior to implementing action, as stipulated in other sections of these contract documents, shall also be required by this section. Electronic data transfer will serve to expedite preliminary concurrence of information, only. Receipt of “hard copy” signature on forms is required prior to implementing action or work as the conditions may require.

F. Equipment and Software Requirements

A computer with broadband Internet access will be required in the Contractor’s home office and in its field office. Each computer must utilize Internet Explorer 6 or above and must be equipped to handle current versions of Microsoft Excel and Word documents, as well as pdf and tif files. Following is a list of the minimum hardware and software necessary for the optimal performance of the Prolog® System.

1. Celeron or better (or compatible processor)
2. GHz
3. 1 GB of RAM
4. 20 GB Hard Drive
5. 24x CD Drive
6. 17” Monitor
7. Scanner
8. 10/100 Mbps Network Card
9. Microsoft Windows XP
10. Microsoft Office 2003

G. Information Input

The responsibility of the Owner, Designer, and Contractor to enter information and data into the Prolog® electronic controls system shall correlate with the responsibilities of the same parties as specified in all other sections within these Contract Documents. The Owner will input Project and cost information from the Contract Award Amount, will maintain all contact lists, and will enter all change documents. The Designer will enter all Design Clarifications, will upload attached drawings and details, and will enter the Submittal Register if so required by the Owner. The Contractor will enter all Requests for Information and will upload attached drawings and details. The Contractor will also enter Submittals if so required by the Owner.

END OF SECTION
01500 - TEMPORARY FACILITIES

The following document outlines conditions for temporary facilities and controls
PART 1 - GENERAL

1.1 SECTION INCLUDES:

   a. **Temporary Utilities**: Electrical power, lighting, heat, ventilation, telephone service, water, and sanitary facilities.

   b. **Temporary Controls**: Barriers, fencing, water control, exterior enclosures, protection of the Work, protection of existing items from construction activities, and security.

   c. **Construction Facilities**: Parking; progress cleaning; existing tree and plant protection; landscape restoration; traffic and pedestrian obstructions; removal of utilities, facilities and controls; protection of existing utilities; hazardous materials spills; and confined space.

1.2 RELATED SECTIONS:

   a. Section 00700 – General Conditions

   b. Section 00800 – Supplemental Conditions

   c. Section 01770 – Closeout Procedures

1.3 TEMPORARY UTILITIES:

   a. Electrical Power:

      i. Adjacent building power may be used for temporary lighting and small hand tools during construction. Protect existing circuits from overload and protect existing equipment, especially motors, to be reused. Any damage to equipment or facilities or other effects, as a result of such usage, shall be repaired or replaced immediately to an equal to or better condition.

      ii. Permanent convenience receptacles may be utilized during construction. If damaged, they shall be replaced by the Contractor.

   b. Lighting:

      i. Provide and maintain temporary lighting for construction operations sufficient to perform and inspect work being performed in all other areas during working hours.

   c. Heat:

      i. Provide heat devices and heat as required to maintain specified conditions for construction operations as specified.

   d. Ventilation:

      i. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
e. Water Service:

i. Existing Owner water service may be available for construction; verify with Owner. Coordinate with Owner.

ii. Extend branch piping with outlets located so water is available by hoses with threaded connections. Connections to the Owner’s water supply system shall be protected by a tested backflow prevention device that is approved by the Owner and separate shut-off valve.

iii. All interruptions of university water system shall be performed by the Owner’s personnel.

f. Sanitary Facilities:

i. Provide and maintain facilities and enclosures, as required, at the worksite during construction. Contractor shall place facilities where directed by the Owner and maintain cleanliness.

ii. Comply with all applicable requirements for cleaning and/or disposal of waste from temporary sanitary facilities. Do not dispose of waste in either the existing sanitary or storm sewer systems.

1.4 TEMPORARY CONTROLS:

a. Barriers:

i. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

ii. Provide warning tape and “Keep Out” signs to prevent unauthorized access to the construction areas.

iii. Protect non-owned vehicular traffic, stored materials, site and structures from damage. Security of the construction site materials and equipment is the sole responsibility of the Contractor.

b. Water Control:

i. Grade site to drain. Maintain excavations free of water, including control of continuous underground water flow or build-up conditions. Provide, operate, and maintain pumping equipment until positive drainage system as designed is installed and operational. Disposal of waste water shall be the responsibility of the Contractor.

1. It is anticipated that heavy groundwater will be encountered in excavations deeper than 6 feet.

ii. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule its operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution in accordance with guidelines established by the Washington State Department of Ecology and authorities having jurisdiction.
iii. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

iv. Protect site from standing water or running water including underground water sources by installation of temporary drainage control systems or piping to storm drain system coordinated with the storm utility provider.

c. Exterior Enclosures:

   i. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections,

d. Protection of Installed Work:

   i. Protect installed Work and provide special protection where specified in individual specification Sections.

   ii. Provide temporary protection for installed Products. Control activity in immediate work area to prevent damage.

   iii. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

   iv. The Contractor shall provide suitable protection for finished floors, stairs, and other finished surfaces from traffic, dirt, wear, damage, or the movement of heavy objects by protection with suitable materials.

   v. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

   vi. Prohibit traffic from all finished landscaped areas.

   vii. Smokers shall observe State Law and university policies when smoking outside with respect to distances from doorways and operable windows.

e. Security:

   i. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

   ii. The Owner will not be responsible for losses resulting from the Contractor’s failure to secure materials, equipment and the work area. Security of construction site materials and equipment is the sole responsibility of the Contractor.

f. KEYS - Contractor shall assume full responsibility to comply with the requirements as specified in the EWU Authorization/Liability for EWU Contractor Keys and the referenced EWU
Key/Access Control Policy. Contractor shall complete the attached form prior to key issuance and receipt will be issued upon return of key(s) to EWU Key Shop personnel.

1.5 CONSTRUCTION FACILITIES:

a. Parking:

i. Campus parking facilities may be utilized upon obtaining a proper permit. Contractor’s construction personnel shall purchase parking permits if they choose to park in Owner’s parking lots on a space-available basis. Personal vehicles will be ticketed if parked in a University owned lot without the proper permit. The university will not reimburse the contractor or project tradesman for parking tickets.

ii. Free parking is available in lot 12 above the football field on a first come first serve basis. Free parking is available in the neighborhoods adjacent to campus on first come first serve basis.

b. Progress Cleaning:

i. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition to eliminate concerns related to personnel health and safety.

ii. Remove all debris and rubbish from closed or remote spaces, prior to enclosing the space. Prior to enclosing such area, obtain an inspection and approval from the Owner’s on-site representative.

iii. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

iv. Collect and remove waste materials, debris, and rubbish from site daily and legally dispose of off-site. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids. Provide Owner with copies of all dump receipts with each Application for Payment Request.

v. Provide vehicles to haul materials off site that are constructed and loaded so as to prevent any leaking of materials from the vehicle (RCW 46.61.655). Keep sidewalks, lawns, parking areas and streets clear of all construction materials, debris, gravel, rock and dirt attributed to the Contractor or sub-contractor. Clean up sidewalks, lawns, parking areas and streets on a weekly basis and/or upon request by the Owner.

c. Storage Sheds:

i. Provide and maintain other temporary storage sheds, building or trailers as may be required. Locate only within the fenced area of construction unless otherwise approved by the Owner.

1.6 EXISTING TREE AND PLANT PROTECTION:

a. Critical Root Zone: Generally a circular area surrounding a tree, the center of which is the center of the tree trunk and the radius is the distance from the outside of the trunk to any point 12 times the diameter, as measured at 4½ feet from the ground on the low side of the trunk, which point constitutes the circumference of the critical root zone.
b. Zone of Protection: The area of the critical root zone shall be fenced with no construction-related activities allowed within this zone of protection. The diameter of the fencing shall not be reduced without written instructions from the Owner. The restricted activities are, but are not limited to, storage, paving, grading, cutting, filling, stockpiling, equipment wash-down, travel within, dumping, or spillage of any solid or liquid unless otherwise shown on the Drawings.

c. Open trenches are not to be routed beneath the outside boundary of the tree drip line that is to be preserved unless otherwise approved by the Owner; in which case damage may be reduced by careful placement of trenches to avoid and protect large tree roots of by tunneling under rather than cutting roots greater than 1-1/2" diameter.

d. Construction and Post-Construction Requirements:

   i. The protective fence shall not be disturbed or removed until all exterior construction has been completed.

   ii. Water shall be applied 2 times a week during growing season until the completion of exterior construction.

   iii. Removal of interfering branches will be supervised by the Owner.

   iv. No roto-tilling or major soil disturbance shall take place within this zone of protection, before, during, or after the construction.

   v. If trees are damaged, notify the Owner immediately and promptly repair trees damaged by construction within 24 hours. Treatment of damaged trunks, limbs, and roots will conform to ANSI A300-Part 1-1995 pruning standards.

   vi. With Owner’s approval, prior to Final Completion, prune trees; all pruning will conform to ANSI A300-Part 1-1995 pruning standards, with the supervision of the Owner, to remove damaged branches and encourage healthy new growth. Owner will review completed pruning, and if unsatisfactory, direct additional work at no additional cost to the Owner.

e. The Contractor shall protect all trees and other plant types on site from damage until project completion. If any tree or other type of plants are destroyed, disfigured, or damaged so that in the Owner's opinion removal is required, Contractor will remove and replace the plant with like plant species and size materials. Provide new trees of 6-inch caliper size and of a species selected by Owner when trees more than 6 inches in caliper size, measured 12 inches above grade, are required to be replaced.

f. At the completion of construction, aerate surface soil, compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch-diameter holes a minimum of 12 inches deep at 24 inches on center. Backfill holes with an equal mix of augured soil and sand.

h. If at any time the Contractor judges that the protection of a tree designated to be saved is incompatible with work required, or if operations necessarily threaten the health of a tree, immediately notify the Owner’s and do no further work affecting the tree until a written agreement is reached concerning acceptable resolution.
1.7 **LANDSCAPE RESTORATION:**

   a. If landscape areas are affected by construction work, staging and/or parking area(s) protect surface adequately to avoid major damage. Replace all damaged areas with sod. The Contractor shall restore the area to existing or better condition per the following requirements:

      i. Remove all construction equipment, building material, debris and remnants of destroyed sod or plantings before commencing landscape restoration.

      ii. Rough grade the site according to the existing conditions or specified grading plan.

      iii. Till or handpick (except under trees) soil to a depth of 8 inches. Remove any rocks over 1 inch in diameter, torn roots and debris.

      iv. Amend soil, if topsoil does not exist or was removed, with organic material to a depth of 12 inches.

      v. Fine grade the area according to existing conditions or to exact grading specifications.

      vi. Sod specifications:


          2. Sod bed preparation shall consist of incorporation of 4 lbs of 5-25-25 Starter Fertilizer and 50 lbs of Dolomite Lime per 1000 square feet into the top 4” of soil. Fine grade and roll the surface.

          3. Sod shall be laid in a staggered pattern so joints do not match. After the sod is laid it must be rolled smooth to ensure good soil contact and eliminate any uneven surfaces. Apply irrigation to the sod on a daily basis to allow for root growth. Sod shall be continued to be irrigated on a daily basis for up six (6) weeks based on seasonal weather conditions as directed by the Owner.

          4. Provide adequate barriers and signs to prevent pedestrians from traversing areas recently covered with sod.

1.8 **TRAFFIC AND PEDESTRIAN OBSTRUCTIONS:**

   a. Provide signs and/or flag persons in accordance with WAC 296-155-305 and RCW 47.36.200 for deliveries or operations which obstruct traffic in surrounding streets and parking areas.

   b. Contractor's equipment located on sidewalks or other pedestrian ways shall be suitably barricaded for cane detection as a warning for sight-impaired persons. Barricade shall include a horizontal member at a maximum of two feet above the walking surface. Pedestrian traffic will be diverted with appropriate signs, barricades, fences, etc., from any area where contractor equipment or operations may pose a threat to the safety and health of passing pedestrians.

1.9 **TRAFFIC OVER EXISTING TUNNELS:**

   a. The tunnels are not designed to withstand heavy vehicle loads (over 15,000 pounds GVW). Contractor shall coordinate his operations with the owner so that, if necessary, protective top plating or shoring from below can be set in place before heavy vehicles cross or stand directly above existing tunnels. All temporary support mitigations shall be performed by the contractor at his expense.
1.10 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS:

a. Remove temporary above-grade or buried utilities, equipment, facilities, materials, prior to final inspection.

b. Clean and repair damage caused by installation or use of temporary work to the existing condition(s) in accordance with the construction schedule.

c. Restore existing facilities used during construction to original condition as established by photographic documentation.

d. Remove all barrier fencing from site. Leave site clean and free from post holes, ties and ground scars and restore to existing condition prior to construction.

1.11 PROTECTION OF EXISTING UTILITIES:

a. The existing concealed utilities shown on the drawings are not necessarily exact with respect to location or completeness; therefore, Contractor shall take all necessary precautions and give proper notice to the Owner and Companies whose utilities have the possibility of being encountered in the area of Work.

   i. Prior to excavation of any area, the Contractor shall notify the “One-Call” service no later than 48 hours prior to digging.

   ii. The Contractor shall coordinate any shutdown of campus utilities (power, steam, water, chilled water, etc.) with the Owner’s on-site representative 72 hours prior to the anticipated shutdown.

   iii. Proceed with sufficient caution to preclude damaging any utilities known or unknown, (e.g., hand digging or probing). In the event unidentified utilities are encountered, notify Owner immediately.

   iv. In the event utilities are damaged during construction, temporary services or repairs must be made immediately at Contractor’s expense, to maintain continuity of service.

   v. Indicate on as-built drawings the elevation and location of any underground utilities encountered during construction.

1.12 HAZARDOUS MATERIALS SPILLS:

a. Contractor and all subcontractors shall immediately report all spills of hazardous materials to the Owner, including leakage from vehicles. The Contractor shall be responsible for spill containment, regulatory reporting, cleanup, decontamination, and waste disposal meeting all federal, state and local laws, regulations and ordinances. (specifically WAC 173-340 and 173-303). If hazardous materials are released on the construction premises, a record of type of materials spilled, quantity, containment, cleanup, decontamination and disposal mechanisms used, reports made to regulatory agencies, and records of regulatory agency activity, if any, shall be kept by the Contractor and provided to the Owner.

Refer to EWU Authorization/Liability Form for EWU Contractors Keys on the following page.

END OF SECTION 01500
EWU Authorization/Liability Form for EWU Contractors Keys

Departmental Authorizing Agent (DAA)

DAA’s are defined as: Deans, Chairs or Administrative heads that are allowed to issue keys throughout their departmental areas.

Persons Authorized to Have Keys:

The purpose of the university access system is to allow access to university facilities for those having a clearly defined need, as determined by the DAA.

The DAA will authorize keys to contractors, vendors and/or service agents who perform duties within their respective areas. These agents will be responsible for the return of the keys to the Access Control Shop as scheduled or to pay the all costs of recombination work necessary to retain building security and function as determined by the Director of Facilities Management.

As DAA, I accept full responsibility for the issuance of these keys in accordance with the EWU Key/Access Control Policy.

DAA Name/Department (print) __________________________________________________________

DAA SIGNATURE __________________________________________ Date _______________________

Project Name __________________________________________________________________________

As a key recipient, I accept full responsibility for the keys listed below. I understand that lost, stolen and/or keys that are not turned in on time will result in my financial obligation for all re-keying work including labor and materials for master key system set up and data entry, new cores and pins, pinning cores, stamping and installing new cores, new keys, cutting, stamping and issuing new keys) and any university property losses in accordance with the EWU Key/Access Control Policy.

Key Recipient Name (print) ______________________________________________________________

Key Recipient Signature ____________________________________ Date _______________________

Company Name ________________________________________________________________________

Building ___________ Door ___________ Hook ___________ Serial ___________

Issue Date ___________ Key Level ___________ Due Date _________ Value$ ___________

Building ___________ Door ___________ Hook ___________ Serial ___________

Issue Date ___________ Key Level ___________ Due Date _________ Value$ ___________
The following document outlines closeout procedures as required by the Owner
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Training of Owner’s personnel.
3. Substantial Completion.
4. Final Acceptance.

1.03 SEQUENCE OF CLOSE-OUT

A. The Contractor’s superintendent shall perform a review of all installed work (general, mechanical, electrical) and note any corrections, touch-up, or otherwise restore marred, exposed surfaces that are necessary to comply with the Contract Document requirements before requesting the Designer to review the Work. The Contractor shall develop a written correction list (pre-punch list) and track the completion of the items by initialing and dating each item, signifying that it has been reviewed and properly completed.

B. Comply with items under SUBSTANTIAL COMPLETION by submitting documentation and the Contractor’s initialed correction list to the Designer with a written request that the Designer reviews the project.

C. Upon receipt of the information from the Contractor, the Designer will visit the site and review the Project with the Owner for compliance with the Contract Documents. The Designer will develop a punch-list of any work that still needs corrections. If the list is incidental corrective punch work to complete, the Designer will issue the notice of Substantial Completion with the corrections list attached. If the correction work is still significant, the Contractor shall complete the corrections in the same format as its pre-punch list and request additional reviews by the Designer as necessary to establish that the Project is complete to the point where the Substantial Completion notification can be issued.

D. Provide operation and maintenance instruction on installed equipment to the Owner.

E. The Contractor shall correct any outstanding punch list items and submit all other close-out documentation to the Designer as indicated under FINAL ACCEPTANCE. When punch lists have been verified by the Designer as being complete and all documentation is satisfactory and accepted by the Designer, the Designer will issue its recommendation for Final Acceptance to the Owner.

F. Upon receipt of the Designer’s notification of Final Acceptance, the Owner shall, through administrative action, declare the Project as being accepted, starting the 45 day lien period.

1.04 PROJECT RECORD DOCUMENT SUBMITTAL

Refer to Section 01780, Closeout Submittals.
1.05 OPERATION AND MAINTENANCE MANUALS

Refer to Section 01780, Closeout Submittals.

1.06 OPERATING INSTRUCTION OF OWNER’S PERSONNEL

A. The Contractor shall provide for operating and maintenance instruction of Owner’s personnel for items installed under this contract. Contractor shall provide for this instruction at a mutually agreeable time and place, which may be outside of Contractor’s normal working hours.

1. Prior to any training, the Contractor is to complete all system start-up and functionality testing. The Contractor/Sub-contractor will then assist the Owner’s commissioning agent to review and confirm the systems are performing in accordance with the Contract Documents. Commissioning shall be completed prior to the Contractor and major subcontractors providing qualified personnel for conducting full on-site operation and maintenance training and instruction to Owner’s designated user personnel and maintenance crews. Instruction shall include the proper operation, adjustment and maintenance of all general, mechanical and electrical operating systems and equipment. Contractor shall schedule this period in advance with the Owner and appropriate subcontractor or vendor’s representative. This shall be scheduled one (1) week after submittal of the final Operating and Maintenance Manuals so that such information will be available for Owner staff familiarization prior to the time of this instructional period. Provide a minimum of eight (8) hours of such training and instructions on site, unless otherwise directed, conducted to Owner’s satisfaction. Such instruction shall be given in time blocks not exceeding (4) hours in any one-day and shall be exclusive of off-site factory training for the energy management system.

2. At each training session, provide a sign-in sheet for signature of all Owner staff that attends. Identify the sign-in sheet with the training being provided and the date of the training. Submit the sign-in sheet(s) with FINAL ACCEPTANCE procedure.

3. Except as otherwise specified, arrange for each installer of work requiring continuing maintenance or operation to meet with Owner’s personnel at project site to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer’s representatives where installers are not expert in the required procedures.

4. Use operation and maintenance manuals as the basis for instruction. Review contents of manual with personnel in full detail to explain all aspect of operations and maintenance; include as a minimum record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and renewal of finishes, and similar procedures and facilities.

5. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain bonds, and similar containing commitments.

6. In addition, provide (4) hours training for the energy management system.

7. Provide a minimum of (4) hours additional follow-up training sessions to be conducted four (4) months following initial training. Systems/equipment to be covered under these training sessions shall be as determined by the Owner.

8. In addition to or in conjunction with these training sessions, provide for (4) seasonal adjustment training sessions of the energy management system.

C. For additional requirements for operating instructions, see respective Specification Sections.

1.07 MAINTENANCE MATERIALS

A. Provide maintenance materials (tools, spare parts, extra stock, etc) indicated in other sections of the specifications.

1. Submit a receipt to the Owner identifying the product and quantity that is being provided.

2. Obtain Owner’s signature on the receipt.
1.08 SUBSTANTIAL COMPLETION

A. Substantial Completion is defined in the General Conditions. Before requesting Designer’s review for certification of Substantial Completion, complete the following, and provide a written request for Substantial Completion.

1. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Advise the Owner of pending insurance changeover requirements.
3. Advise the Owner's personnel of changeover in security provisions.
4. Complete startup testing and commissioning of systems; submit Balancing Logs.
5. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, surplus materials, and similar elements.
6. Complete final clean-up requirements.
7. Return all keys that were issued to the Contractor.

1.09 FINAL ACCEPTANCE

A. Before requesting certification of Final Acceptance and final payment, complete the following. Submit all of the following items together – no partial submittals will be accepted.

1. Submit an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner of property might in any way be responsible, have been paid or otherwise satisfied. (AIA Document G706).
2. Submit Contractor’s Affidavit of Release of Liens (AIA Document G706A): If any liens are filed and cause the Owner to employ the services of any attorneys, the cost of the services will be deducted from the retainage.
3. Submit a letter from the Contractor’s Bonding Company addressed to Owner and submitted to the Designer approving release of final payment and waiving submittal of final receipts as well as a statement confirming the extension of the Bond for the one-year warranty period. Final receipts from all subcontractors and material and equipment suppliers shall be furnished to the Designer by the Contractor if the Surety does not waive this requirement.
4. Submit a copy of the Designer’s final review list (“punch list”) of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, identifying the name and company of the individual who confirmed completion of each item, and date when confirmation inspection was performed.
5. Submit consent of surety to final payment on AIA Form G707.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
7. Submit certified Statement(s) indicating asbestos or lead containing material were not utilized or incorporated on the Project provided by Contractor under this contract.
8. Submit final As-Built Documents.
11. Submit evidence of completion of commissioning of designated building systems.
12. Submit evidence of compliance with requirements of governing Authorities.
   a. Certificate of Occupancy, if not submitted at time of Substantial Completion.
      (Note: Certificate of Occupancy is required to be submitted with Substantial Completion Request unless otherwise exempted by Owner in writing.)
   b. Others as required by Regulatory Agencies.
13. Submit all other required close-out documents.

1.10 REVIEW FEES

A. The Designer will complete one initial and one final project review of the Work at Substantial Completion and at Final Acceptance to establish and verify completion of punch list work. Should it be necessary for the Designer to perform any additional reviews due to failure of
Work to comply with completion status claimed by the Contractor, the Contractor shall bear all costs incurred by the Designer for each additional review required until the Work is satisfactorily completed. This compensation shall be at the Designer’s standard hourly billing rate at the time of the review, and expenses associated with the visit. Compensation by the Contractor will be through a deductive change order to the Contractor’s contract.

END OF SECTION 01770
01780 - CLOSEOUT SUBMITTALS

The following document outlines closeout submittal guidelines as required by the Owner.
PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

a. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES:

a. Project Record Document submittal.

b. Operation and Maintenance manuals.


1.3 SUBMITTALS:

a. Project Record Documents: Submit documents to Designer. The following submittal procedure shall occur prior to Final Acceptance.

i. Submit original copy of as-builts (drawings & specifications) to Designer for review.

ii. Compile and organize any drawings or schedules in the Project Manual onto sheets of the same size as the Contract Drawings and submit with other record documents.

iii. Contractor will be notified within 15 work days if the submitted documents are acceptable.

iv. Should the submittal be unacceptable for any reason, the Contractor shall make requested modifications and resubmit to the Designer. Continue to resubmit as necessary until the submittal is acceptable.

v. Upon acceptance of the submittal, Designer will within 30 work days incorporate the Contractor's as-builts into the Designer’s original Contract Documents.

b. Operation and Maintenance Data:

i. Submit one (1) copy of preliminary Operating and Maintenance Manuals for operational and non-operational equipment for review by Designer. Submit for each system upon attaining 50% system completion, together with respective training synopsis; refer to Section 01770. Upon review, Designer will return copy with comments.

ii. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Designer’s comments. Revise content of all document sets as required prior to final submission.

iii. Within 10 days following receipt of the Designer approval and comments, and prior to Owner training, Contractor shall prepare and transmit to the Designer one (1) final copy of each of the above manuals.
c. **Warranties, Bonds, Extra Stock, and Permits:**

   i. Obtain and assemble executed certificates, warranties, bonds, receipts for extra stock, permits signed by any authorities having jurisdiction, and any required service and maintenance contracts from the respective manufacturers, suppliers, and Subcontractors. These may be tabbed in the front of the General Operation and Maintenance Manual provided they do not over-fill the binder.

   ii. Verify that documents are in proper form and contain full information.

   iii. Include originals of each in operation and maintenance manual, indexed separately on Table of Contents.

   iv. Co-execute submittals when required.


   vi. Provide Table of Contents neatly typed, in complete and orderly sequence. Include complete information for each of the following:

      1. Product or work item;
      2. Firm, with name of principal, address, and telephone number;
      3. Scope;
      4. Date of beginning of warranty or service and maintenance contract;
      5. Duration of warranty or service maintenance contract;
      6. Proper procedure in case of failure;
      7. Instances which might affect validity of warranty or bond; and
      8. Contractor, name or responsible principal, address, and telephone number.

   vii. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.

   viii. Make other submittals within ten days after Date of Substantial Completion.

   ix. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

   x. Furnish one (1) executed copy for inclusion into Operation & Maintenance manuals.

**PART 2 - PRODUCTS**

2.1 **PROJECT RECORD DOCUMENTS:**

   a. Project Record Documents include the following:

      i. Marked-up copies of Contract Drawings.
      ii. Marked-up copies of Project Manuals (Specifications and Detail Book, as applicable), all volumes.
      iii. Addenda.
      iv. Reviewed and marked-up copies of shop drawings and product data.
      v. Newly prepared drawings.
vi. Change Orders, RFI's and other modifications to the Contract issued in printed form during construction.

vii. Designer’s Clarifications and Proposal Request with all supporting documentation.

viii. Field Authorizations.

ix. Record Samples.

x. Field records for variable and concealed conditions.

xi. Record information on Work that is recorded only schematically.

xii. Manufacturer's instruction for assembly, installation, and adjusting.

xiii. Other miscellaneous record documents as listed below and applicable.

1. Field records on excavations and foundations.
2. Field records on underground construction and similar work.
3. Survey showing locations and elevations of underground lines.
4. Invert elevations of drainage piping.
5. Surveys establishing building lines and levels.
6. Authorized measurements utilizing unit prices or allowances.
8. Ambient and substrate condition tests.
9. Certifications received in lieu of labels on bulk products.
12. Documented qualification of installation firms and/or personnel.
13. Load and performance testing.
14. Inspections and certifications by governing authorities.
15. Leakage and water-penetration tests.
17. Final inspection and correction procedures.

PART 3 - EXECUTION

3.1 PROJECT RECORD DOCUMENTS:

a. Maintenance of Documents and Samples:

i. Store and maintain in field office apart from the Contract Documents used for construction, one complete set of record documents and samples which are used to record as-built conditions.

ii. Do not use Project Record Documents for construction purposes; protect from deterioration and loss in a secure fire-resistant location. Maintain record documents in good order and in a clean, dry, legible condition.

iii. Make record documents and samples available at all times for review by Designer and the Owner.

iv. Record actual revisions to the Work concurrent with construction progress.

v. Ensure entries are complete and accurate, enabling future reference by Owner.

1. Following each monthly progress schedule meeting, Contractor shall meet with all major subcontractors whose work is in progress at the site, including but not limited to mechanical, plumbing, electrical, security, fire protection, civil, and as otherwise designated, to review all "as-built" revisions on the day-by-day working set of "Project Record Copy" and verify installed record information.
from the previous month is properly recorded on the day-by-day "Project Record Copy", with all revisions and pertinent information clearly indicated.

b. Record Drawings and Shop Drawings: A clean, undamaged set of Contract Drawings including coordination drawings and shop drawings shall be kept at the job site as as-built record documents. Record "as-built" drawings shall be comprised of all sheets contained in the Contract Drawings, as well as all special equipment or systems drawings.

i. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawings that show conditions fully and accurately. Where shop drawings, RFI's or other communication record are used to identify a change, record a cross-reference at the corresponding location on the Contract Drawings.

ii. Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Items required to be marked include, but are not limited to, the following:

1. Indicate field changes of dimension and detail.
2. RFIs.
3. Depths of bases / foundations below grade.
4. Horizontal and vertical measurements of underground services and utilities, referenced to the gateway structures / monuments.
5. Note changes of directions and locations, by dimensions and elevations, as utilities are actually installed.
6. Revisions to electrical circuitry.
7. Indicate details not on original Contract drawings.
8. "X-out" conditions not constructed and appropriately annotate "not constructed" to convey the actual "as constructed" condition.

iii. Mark record sets in a clear, legible manner, using red ink (no pencils); use other colors to distinguish between variations in separate categories of the work. Use 'whiteout' to erase errors.

iv. Mark new information that is important to Owner, but which was not shown on Contract Documents or Shop Drawings.

v. Show addenda items, change orders, RFI, or other means of communication used in the construction process.

vi. Show and date revisions to drawings with a "cloud" drawn around the revision.

vii. Organize record drawing sheets in manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Where shop drawings, RFI's or other communication record are used as a reference, include a copy of them as part of the record drawings.

viii. Shop Drawings:

1. Maintain as record documents; legibly annotate to record changes made after review.
2. Include subcontractor reproducible shop drawings for all special equipment including as a minimum where applicable to the project, ductwork layout, fire sprinkler system layout, temperature control system, fire alarm system, intrusion
alarm system, communications systems, data systems, detention security systems and others as deemed appropriate. Record Drawing shop drawings shall be easily reproducible; as appropriate and approved by the Designer.

c. Project Manual(s): During the construction period, maintain one complete copy of the Project Manual(s), including Specifications, Detail Book(s), addenda, and one copy of other written construction documents, such as Change Orders and RFI's issued in printed form during construction.

i. Legibly mark these documents in red ink to show substantial variations in actual work performed in comparison with the text of the specification and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and product data. Record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

ii. Mark Detail Book schedules, details, etc., to indicate the actual installation where the installation varies from that indicated in the Detail Book and modifications issued. Complete information in accordance with paragraph below for all detail drawings.

iii. Each prime contractor (Subcontractor) is responsible for marking up Sections that contain its own Work.

iv. General Contractor shall be responsible for collecting marked-up record Sections from each of the other prime contractors. General Contractor shall also be responsible for collating these Sections in proper numeric order with its own Sections to form a complete set of record Specifications.

v. General Contractor shall be responsible for submitting the complete set of record Specifications as specified.

d. Record Product Data:

i. Maintain one copy of each product data submittal, and mark-up variations in actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation.

ii. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and project manuals.

iii. Note related Change Orders and mark-up of record Drawings, where applicable.

iv. Upon completion of mark-up, submit complete set to Designer for Owner's records.

v. Where record Product Data is required as part of maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as record Product Data.
vi. Each prime contractor (Subcontractor) shall be responsible for marking up and submitting record Product Data for its own Work.

vii. Insofar as possible, insert record product data in individual sub-sections of O&M Manuals. Refer to 3.05 below.

e. Record Sample Submittal: Immediately prior to date(s) of substantial completion, Designer will meet with Contractor at site, and will determine which (if any) of submitted samples maintained by Contractor during progress of the work are to be transmitted to Owner for record purposes. Comply with Designer's instructions for packaging, identification marking, and delivery to Owner's sample storage place.

f. Miscellaneous Record Submittals: Refer to paragraph above for listing of miscellaneous record documents and to other Sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to date of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Designer for Owner's records.

3.2 OPERATION AND MAINTENANCE DATA – GENERAL:

a. General: For all operational equipment installed, Contractor shall submit operation and maintenance documents in manuals as specified herein.

b. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

c. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

d. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

e. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS:

a. Content for Operational Equipment.

   i. Product Data.

      1. Compile product data and related information for Owner's maintenance and operation. All manufacturer literature shall be original printed matter; photocopies, printouts from websites or other non-original reproductions are not acceptable.

   ii. Product data shall contain detailed information relative to the following:

      1. Description of unit or system, and component parts.
      2. Equipment functions, normal operating characteristics, and limiting conditions.
      3. Assembly, installation, alignment, adjustment and checking instructions.
4. Operating instructions and sequences for start-up, break-in, routine and normal operation, regulation and control, shutdown, and emergency conditions. Include control diagrams and sequence of operation by controls manufacturer.
5. Routine procedures and guide for preventative maintenance and trouble shooting, including a schedule of recommended checks; disassembly, repair, and reassembly instructions.
6. Detailed servicing and lubrication schedule. Include list of lubricants required.
7. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
8. Complete nomenclature and model number of replaceable parts. Include with list manufacturer's current prices and recommended quantities to be maintained in storage.
9. Safety precautions and safety features.
10. Outline, cross-section and assembly drawings, engineering data, and color coded wiring diagrams as installed.
11. Test data and performance curves.
12. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

iii. Include only sheet pertinent to specific product.

iv. Annotate each sheet to:

1. Clearly identify specific product or part installed.
2. Clearly identify data applicable to installation.

v. Delete references to inapplicable information.

b. Drawings.

i. Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems.

ii. Coordinate drawings with information in Project Record Documents to ensure correct illustration of completed installation.

iii. Do not use Project Record Documents as maintenance drawings.

c. Supplement product/installation data with written text.

i. Organize in consistent format under separate headings for different procedures.

ii. Provide logical sequence of installations for each procedure.

d. Special Mechanical Subcontractor Requirements: Comply with Divisions 21 through 25 requirements.

e. Special Electrical Subcontractor Requirements: Comply with Divisions 26 through 28 requirements.

3.4 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES:

a. For all Designer’s non-operational products, applied materials and finish items installed, including but not limited to, stone veneer, panels, and concrete, Contractor shall submit maintenance information as specified herein. Provide detailed information relative to the following:

i. Manufacturer's data, giving full information on products.
1. Catalog number, size, and composition.
2. Color and texture designations.
3. Information required for re-ordering special manufactured products.

ii. Instructions for care and maintenance.
   1. Manufacturer's recommendation for types of cleaning agents and methods.
   2. Cautions against cleaning agents and methods, which are detrimental to the product.
   3. Recommended schedule for cleaning and maintenance.
   4. Instructions and recommendations for repair of finish.

iii. Moisture protection and weather-exposed products.
   1. Include product data listing applicable reference standards, chemical composition, and details of installation.
   2. Provide recommendations for inspections, maintenance, and repair.

b. For additional requirements for maintenance data, see respective Specification Sections.

c. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.5 OPERATION AND MAINTENANCE MANUALS:


b. Format of Operation and Maintenance Manuals
   i. Binders:
      1. Commercial quality, stiff cover, metal-hinged 8-1/2 x 11 inch three D side ring binders with durable and cleanable plastic covers.
      2. Provide suitable ring size for content with a 3-inch maximum size.
      3. When multiple binders are used, correlate data into related consistent groupings.

   ii. Cover and Spine: Identify the cover and spine of each volume with typed or printed title of the project, project number, and the words OPERATION AND MAINTENANCE INSTRUCTIONS.

   iii. For Contractor produced pages, paper shall be 8-1/2" x 11", white, 20 pound minimum.

   iv. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

   v. Text: Manufacturer's printed data, or typewritten data.

   vi. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages and inset into prepared document sleeves.
vii. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

viii. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of the Designer, Consultants, Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and manufacturer's printed product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Photocopies of warranties and bonds.
   e. Materials Safety Data Sheets (MSDS) for each product used on the Project.

4. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

5. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Designer, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.6 WARRANTIES, BONDS, AND PERMIT MANUAL:

   a. Project Warranty - General:
      i. If, within one (1) year after the Date of Substantial Completion of the Work, or designated portion thereof, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor, and where applicable, his subcontractor that portion of the work, shall correct it promptly after receipt of a written notice from the Owner or Designer to do so. This obligation shall survive Termination of the Contract. The Owner will give such notice promptly after discovery of the condition.
ii. Refer to Section 01 78 36 for administrative and procedural requirements for tracking project warranty issues subsequent to date of Substantial Completion.

b. Categories Of Specific Warranties:

i. Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in the technical sections of these specifications.

1. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.

2. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published warranty without regard for specific incorporation of product into the work, or has written and executed warranty as a direct result of contract document requirements.

3. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

ii. Refer to individual sections for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

c. Disclaimer and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

d. General Limitations:

i. It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources.

ii. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.

e. Related Damages & Losses:

i. General: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
ii. Consequential Damages: Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

f. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

g. Reinstatement Of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the time period starting on the date of acceptance of replaced or restored work and ending upon date original warranty would have expired if there had been no failure, with an equitable adjustment for depreciation.

h. Replacement Cost, Obligations: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. Contractor shall be responsible for the cost of replacing or restoring defective Work regardless of whether the Owner has benefited from use of the Work through a portion of anticipated useful service life.

i. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, right, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

j. Rejection Of Warranties: Owner reserves the right, at time of final acceptance or thereafter, to reject coincidental product warranties submitted by the Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of Contract Documents.

k. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

l. Co-execute warranties when required. Provide originals of each for inclusion in each operation and maintenance manual.

m. Retain warranties and bonds until time specified for submittal.

END OF SECTION 01780
The following document outlines Contractor performance & material requirements as required by Jacobs, Inc.
CONTRACTOR PERFORMANCE & MATERIAL REQUIREMENTS

This document has been assembled by Jacobs with the expectation that the Contractor will meet the following quality and performance requirements. The acceptance of these drawings by the Contractor constitutes agreement to comply with the following conditions. The Owner will hold the Contractor to these requirements as part of their contract obligations.

1.0 GENERAL

1.1 Proprietary Information Non-Disclosure Agreement
All ideas, designs, arrangements and plans indicated or presented by these drawings are the property of the Owner, and were created for use in connection with the specified project. The information in this document is confidential and shall not be disseminated to anyone other than Jacobs, the Owner, or the Contractor’s personnel necessary to execute the contract, without the written permission of Jacobs and the Owner.

In addition, the Contractor must request and receive written approvals from both the Owner and Jacobs to use images of any completed element. The Contractor is responsible for ensuring that credit indicating Jacobs as the Designer will accompany all images and articles related to the project. The Owner may have additional requirements or restrictions for which the Contractor is also responsible.

1.2 Design Intent Drawings
The design intent drawings contained in this document are for the sole purpose of expressing visual design intent and are not intended for construction purposes. All aspects of fabrication, installation, and any resulting working drawings, shop drawings, submittals and contract documents are the responsibility of the Contractor.

Within the design intent drawings:
- All written dimensions take precedence over dimensions otherwise implied by drawing scale, figures, etc.
- Large scale details take precedence over the smaller scale drawings
- Specific recommendations for materials, colors, and content take precedence over representations shown in drawings

2.0 PRE-FABRICATION REQUIREMENTS

2.1 Proposal
The Contractor shall base their proposal on the performance of all items of service including labor, materials, equipment, and resources required to complete fabrication and installation of the specified work. Full compliance with these Contractor Performance and Material Requirements will be required.

The Contractor is encouraged to make recommendations for specific changes if they will improve the quality or cost-effectiveness of fabrication while preserving Jacobs' visual design intent. However, any such recommendations must be approved in writing by the Owner and Jacobs at the time of bid. Should the Contractor be contracted based on a proposal that assumes substitutions that have not been properly approved, the Contractor shall be responsible for providing all elements as originally indicated at their own expense.

2.2 Shop Drawings
The Contractor shall submit shop drawings of all fabricated items to the Owner and Jacobs. This submission shall consist of three hard copy sets of detailed drawings that indicate all materials, finishes, construction details, lighting requirements, installation details, and artwork, including locations of all material seams. Drawings shall include elevations, plans, sections, and notes as required to clearly convey fabrication intent. Jacobs will review samples for aesthetic appearance. Compliance with other requirements is the exclusive responsibility of the Contractor.

Upon review, the Contractor shall make all requested revisions and resubmit as required. A complete set of approved shop drawings (noted “No Exceptions Taken” or “Exceptions as Noted”) must be received from both the Owner and Jacobs before production may begin.

2.3 Samples
Material samples shall be submitted a minimum of 10” x 10” in size of all sign materials with the required colors and finishes to show quality, type, range, texture and other specified characteristics. Samples shall be submitted from the same source which will supply the actual job. Samples of materials or products, which are normally furnished in containers or packages, which bear descriptive labels and/or application or installation instructions, shall be submitted with such labels and/or instructions. All samples shall be labeled, tagged, or otherwise clearly identified.

2.4 Quality Assurance
The Contractor is to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of a specified quality. The Contractor shall comply fully with manufacturer’s instructions, including each step in sequence. Should the manufacturer’s instructions conflict with Design Intent Documents, request clarification from Jacobs before proceeding.

2.5 Submittals
The Contractor is responsible for providing submittals to the Owner and Jacobs as required per “Quantities & Submittals” section of this document. Jacobs will review samples for aesthetic appearance and compatibility with adjacent conditions. Compliance with other requirements is the exclusive responsibility of the Contractor.
A complete set of approved submittals must be received from both the Owner and Jacobs before fabrication may begin. Required submittals must be issued in adequate time to coordinate a two week review and approval process without delaying the project schedule.

2.6 Site Survey
The Contractor is not responsible for a site survey and can obtain a completed survey upon request.

3.0 FABRICATION & INSTALLATION REQUIREMENTS

3.1 Permitting & Regulation Compliance
The Contractor is responsible for securing and paying for all permits, insurances, inspections, and tests required by governmental agencies.

The Contractor is also responsible for verifying and ensuring compliance with all ADA, OSHA, environmental regulations, and all other applicable governing code requirements. All required resolutions or revisions to construction details must be approved by the Owner and Jacobs prior to production.

3.2 Structural Requirements
The Contractor shall follow Jacobs’ drawings for exterior visual appearance, but designs of internal structure, engineered connections, mounting assemblies, and foundations are by the Contractor. Structural design shall utilize self-supportive framing and prevent irregularities in exposed surfaces. The Contractor shall coordinate accordingly with the City of Cheney to adhere to all local engineering requirements and approval processes.

3.3 Electrical Requirements
Design of all electrical components is by the Contractor. All transformers and electrical hardware shall be concealed (i.e. Non-audible and non-visible to pedestrian and vehicular traffic). The Contractor shall ensure all electrical components are easily accessible for maintenance and servicing.

All necessary point-of-connection coordination is the responsibility of the Contractor. All connections must be in compliance with the requirements of the NEC and all other applicable governing code requirements. All necessary electrical components and assemblies are to be UL listed, or approved by a nationally recognized testing lab.

All electrical components shall be warranted against failure for at least ninety days. Within the warranty period, defective electrical components are to be replaced by the Contractor within forty-eight hours of notice by the Owner. Should the Contractor fail to replace defective components within the specified time, these items may be replaced by others at the Contractor’s expense.

Deliverables:
• The Contractor shall provide the Owner with a list of electrical requirements for each element no later than twenty-one days after final shop drawing approval.

3.4 Lighting
The Contractor shall follow Jacobs’ drawings for visual appearance, but design of internal structure, fixtures and mounting assemblies is by the Contractor. The Contractor shall ensure all lighting components are easily accessible for maintenance and servicing. Unless otherwise noted, the interior of all illuminated enclosures shall be painted matte white to increase reflectivity. All lighting components shall be constructed per recognized national standards, and/or specific manufacturer’s recommendations.

All LED components shall be warranted against failure for at least three years, and all other lighting components shall be warranted for at least ninety days. Within the warranty periods, failed lighting components are to be replaced by the Contractor within forty-eight hours of notice by the Owner. Should the Contractor fail to replace defective components within the specified time, these items may be replaced by others at the Contractor’s expense.

3.5 Labeling
Visible labels, manufacturer’s or otherwise, code permitting, shall not appear on any completed element. The placement of any required labels must be approved by Jacobs prior to application and installation.

3.6 Artwork & Fonts
Jacobs will provide the Contractor with layout guidelines and electronic artwork as required, however all final copy layouts are the responsibility of the Contractor.

The Contractor shall legally acquire at their own expense all project fonts from the specified distributors. Jacobs will not provide copies of licensed fonts.

When stock imagery is used, Jacobs will provide the Contractor with the image specifications and a low resolution electronic file for placement. The purchasing of high resolution final images, licensing, and all applicable fees are the responsibility of the Owner or the Contractor. All acquired images shall be registered in the Owner’s name.

3.7 On-Site Coordination
All locations shown in the enclosed location plans are approximate. The Contractor is responsible for field verification and coordination of all final locations. The Contractor shall notify the Owner and Jacobs of any discrepancies between Jacobs’ drawings, location plans, or message schedule, and field conditions prior to sign fabrication. All required resolutions or revisions to construction details must be approved by the Owner and Jacobs prior to production.

The Contractor’s installation responsibilities include the provision of any required footings, anchor bolts, or fastenings. All point-of-connection coordination is the responsibility of the Contractor.

Deliverables:
- The Contractor shall provide the Owner with templates and patterns as required no later than twenty-one days after final shop drawing approval.

3.8 Earthwork Requirements
The Contractor shall return the area around each installation location to it’s original landscaping. Repair or move any irrigation if in conflict with any installation location(s) and return irrigation to original function.

3.9 Safety & Responsibility
The Contractor shall be responsible for providing barricade or protective coverings as necessary to safeguard the public and property during the performance and duration of their work. The Contractor shall be fully responsible for any injuries to the public or damage to the buildings, site, and adjacent objects during installation. The Contractor shall be responsible for cleaning up all work areas upon the completion of work on a daily basis.

All installed items shall be left in a clean and as-new condition. The Contractor shall be fully responsible for the security and quality of all equipment, materials, and installed components until they have been reviewed and accepted by the Owner.

4.0 MATERIAL STANDARDS
All materials, hardware, and finishes used to fabricate any and all components shall be new (i.e. not previously used or operated in any other application) and from the most recent manufacturer’s production supply.

4.1 Masonry
All brick, masonry, and stone components, detailing, and weatherproofing must be appropriately assembled and installed in compliance with regional requirements and recognized industry standards.

4.2 Metals
Metals shall be the best commercial quality for the purposes specified and free from defects impairing strength, durability, or appearance. Unless otherwise noted, all visible seams are to be continuously welded, filled and ground smooth. All sheet metal shall have brake formed edges with radii not greater than sheet thickness. All metals must be treated to prevent corrosion and staining of other finishes.

4.3 Fasteners
Unless otherwise noted, all exposed fasteners shall be tamper-proof, resistant to oxidation and other corrosion, and painted to match adjacent surfaces. Concealed fasteners must be resistant to oxidation and other corrosion to prevent staining of other finishes.

4.4 Paints & Finishes
All paints and finishes shall match exactly the color, finish, and texture noted. Unless otherwise noted, all pretreats, primers, coatings, and finishes shall be applied in strict accordance with the paint manufacturer’s specifications to provide the highest level of ultraviolet light resistance, weatherability, and overall longevity for both the materials indicated, and the environmental conditions of the final install locations.

Paints & finishes shall be warranted against color fading, UV damage, cracking, peeling, blistering, and other defects in materials or workmanship for a minimum of five years from date of Owner’s acceptance.

4.5 Concrete
Unless otherwise indicated, concrete structures shall be poured off-site and installed thereafter whenever possible. The finished product shall have excellent abrasion and wear resistance, as well as freeze-thaw resistance. Color application/integration and stamped concrete pattern shall be approved by Jacobs and the Owner prior to installation.

5.0 PROJECT COMPLETION
5.1 Review & Punch List
The Contractor shall notify both Jacobs and the Owner in writing when all work is completed. Upon notice, Jacobs will review all work according to their contract with the Owner and prepare a punch list outlining incomplete or unsatisfactory items. The repair or replacement of work outlined on the punch list shall be coordinated between the Contractor and the Owner.

5.2 Final Deliverables
Upon the Owner’s acceptance of the work, the Contractor shall provide the Owner with three copies of a complete service and maintenance manual for all products and finishes installed under their contract. This manual shall include, but is not limited to, product specifications
such as manufacturer information, contact names and addresses, warranty information, technical data, and routine maintenance recommendations for light fixtures, electrical components, paint, finishes, and all other applicable items.

5.3 Warranties
All warranty periods shall begin on the date of the Owner’s acceptance of the work. All warranties shall include the materials and labor required to replace defective components. Unless otherwise stated above, all installed elements shall be warranted against manufacturer defects for a minimum of one year, and all installed elements shall be warranted against defects in installation or workmanship for a minimum of three years.

5.4 Salvageable Materials
Unless designated otherwise by the Design Intent drawings, all salvageable materials and equipment shall remain the property of the Owner. Material and equipment not retained by the Owner shall become the property of the Contractor and shall be removed from the site by the Contractor.

6.0 PROTOTYPES
The Contractor will provide to the Owner and Jacobs agreed upon prototypes for review of fabrication methods, finishes and materials.
RESPONSIBILITY CRITERIA

The following document outlines responsibility criteria as required by the Owner.
Low Responsible Bidder
It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder’s responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information, demonstrating that they meet the listed criteria:

1. Capacity

<table>
<thead>
<tr>
<th>Category</th>
<th>Required Information / Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Workload</td>
<td>Provide a list of all construction contracts $500,000 and above your firm has in progress and those projected to commence during the next 6 months, giving the name of project; name, address, and phone number of owner and architect; contract amount; percentage complete, and scheduled completion date. Failure to list all projects shall render the bid non-responsive.</td>
</tr>
<tr>
<td></td>
<td>List the current and projected workload for the next 12 months including this Contract, expressed in total contract value. $__________</td>
</tr>
<tr>
<td></td>
<td>List actual contracted workload for the previous 12 months, expressed in total contract value. $__________</td>
</tr>
<tr>
<td></td>
<td>The bidder's current and projected workload during the life of this contract shall not exceed 150% of the actual contracted workload over the previous 12 months unless the bidder can demonstrate to the Owner's satisfaction that it has the capacity to assume the additional work of this project, provide adequate staffing, and meet project demands.</td>
</tr>
<tr>
<td></td>
<td>List the percentage of time that key members of team (Superintendent, Project Manager) will be able to devote to this project for it’s duration</td>
</tr>
</tbody>
</table>

2. Previous Experience

<table>
<thead>
<tr>
<th>Category</th>
<th>Required Information / Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of Completed Projects</td>
<td>Provide a list of all the similar construction contracts $500,000 and above your firm has completed in each of the past three (3) years, giving the name of project; name, address, and phone number of owner and architect; contract amount; date of completion; and percentage of the cost of the work performed with your own forces. This</td>
</tr>
</tbody>
</table>
# Responsibility Criteria for Public Works Contract

Information will be used for references.

For each listed project state:
- Final construction cost and whether it was within original project budget
- Total construction time and whether or not project was completed on time
- Any safety related issues during construction

## Contractor's Experience on Projects of Similar Size and Complexity

**Example:** General Contractor- Minimum (5) years experience managing similar projects.

**Example:** Lighting Subcontractor- Minimum (5) years experience in theater applications.

## Experience of Superintendent

Submit resume and references of the person proposed by the bidder to superintend the work. This person shall have managed projects of similar complexity and similar size, and successfully completed the project(s) within the last five (5) years.

## Experience of Project Manager

Submit resume and references of the person proposed by the bidder to manage the project. This person shall have managed projects of similar complexity and similar size, and successfully completed the project(s) within the last five (5) years.

## Litigation and / or Judgments

List any past or pending litigation or judgments against your company related to any past projects participated in as prime or sub. Explain nature and outcome.

## Ability to Perform Within Time Specified

<table>
<thead>
<tr>
<th>Category</th>
<th>Required Information / Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s Ability to Meet the Project Schedule</td>
<td>Provide a list of construction contracts $500,000 and above by title, original contract time, and change order time extensions completed within the past five (5) years. Bidder shall document that it achieved substantial completion of these projects of similar size and scope</td>
</tr>
</tbody>
</table>
## Eastern Washington University
### Responsibility Criteria for Public Works Contract

<table>
<thead>
<tr>
<th>Capabilities</th>
<th>List physical plant size and staff (prime and subs) as well as in-house capabilities</th>
</tr>
</thead>
</table>

### 4. References

<table>
<thead>
<tr>
<th>Category</th>
<th>Required Information / Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>References from Owners of Previous Projects</td>
<td>Owner may check references by contacting owners and architects of previous projects on bidder's performance over the past three (3) years. On average, such references shall be satisfactory or better on a five-category scale with “satisfactory” at mid scale. A reference score sheet will be utilized for rating completed projects of similar scope and value.</td>
</tr>
<tr>
<td>Public Agency Debarment</td>
<td>Bidder shall not have been debarred by any Public agency within the past two (2) years.</td>
</tr>
</tbody>
</table>

Please complete this checklist and submit a signed copy with your sealed bid response.

Date __________________________ Signature __________________________ Title __________________________
## TABLE OF CONTENTS

### Section 1.0  Gateway Structures
- 1.1 Materials Palette
- 1.2 G1-North Gateway
- 1.6 G2-South Gateway
- 1.10 Location Details / Plans

### Section 2.0  Secondary Identification Monuments
- 2.1 Materials Palette
- 2.2 ID-1 Secondary Identification Monument
- 2.4 ID-2 Secondary Identification Monument
- 2.6 ID-3 Secondary Identification Monument
- 2.8 Details
- 2.9 Location Plan
1.0 GATEWAY STRUCTURES
These drawings are intended to illustrate design intent only and should only be used as a general reference guide. Actual engineering, fabrication, illumination requirements/restrictions, and all other criteria must be as specified in the final product mock-up or exceed the requirements of these design intent documents and subsequent approved shop drawings.

Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed in notes.

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All locations shown are approximate. All final locations are to be determined during on-site review and approval by Owner.

Messages shown in these drawings are for general reference only. Refer to each store’s specific reference drawings for actual required messages.

Internal and external illumination, if used, will be evenly distributed across the sign's face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.

Eastern Washington Project
Design Intent Document
Materials Palette

- Cultured Stone Veneer (CSV-387807)
- Alucobond Cladding (Red Fire)
- Stamped, Integral Color Concrete
- Aluminum Letters Brushed Alum. & Black finish
- Architectural Precast Concrete
- Aluminum Sheet
These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All engineering, fabrication, illumination requirements/restrictions, and finish specifications are to be as specified and/or meet or exceed all required local and national codes.

The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

Sample reviews by Owner and Jacobs shall be conducted for signage types and details noted in these drawings.

Colors shown are for reference only and are subject to the limitations of the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color specification.

Sample dimensions shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

All locations shown are approximate. All final locations are to be determined during pre-installation site walk-thru, prior to sign fabrication and must be approved by Owner.

Messages shown in these drawings are for general reference only. Refer to each shop's specific reference drawings for actual required messages.

Internal and/or external illumination, when used, will always be evenly distributed across the sign's face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.

Use flexible Silicon Solar 12v Consumer Ready Panel (or approved equal) as power source for light fixtures. Custom fit to cap size and shape.

(2) 36” Cooper Lighting line 1.5 linear floodlighst, or approved equal

(4) Interconnected 54” Cooper Lighting line 1.5 linear floodlights, or approved equal

Custom cast smooth, integral color concrete cap and accent trim

Dimensional letters mechanically fastened to Alucobond cladding

Alucobond cladding in Red Fire (PVDF-3 / Gloss Level-30)

Stamped decorative, poured in place, concrete base

Use flexible Silicon Solar 12v Consumer Ready Panel (or approved equal) as power source for light fixtures. Custom fit to cap size and shape.

(2) 36” Cooper Lighting line 1.5 linear floodlights, or approved equal

(4) Interconnected 54” Cooper Lighting line 1.5 linear floodlights, or approved equal

Cultured Stone Granite Rockface veneer (CSV-387807) or approved equal

Architectural precast, integral color concrete cap and accent trim

Brushed aluminum panel mechanically attached to concrete structure

Use flexible Silicon Solar 12v Consumer Ready Panel (or approved equal) as power source for light fixtures. Custom fit to cap size and shape.

(2) 36” Cooper Lighting line 1.5 linear floodlights, or approved equal

(4) Interconnected 54” Cooper Lighting line 1.5 linear floodlights, or approved equal

Site Specific Dimensional letters mechanically fastened to Alucobond cladding

10'% 10'-1/2" 8'-8" 4'-8" 4'-0"

2'-11/2" 8" 4'-5"

4'-0"

4'-8"

14'-7" 22'-2" Min.

Use flexible Silicon Solar 12v Consumer Ready Panel (or approved equal) as power source for light fixtures. Custom fit to cap size and shape.

(2) 36” Cooper Lighting line 1.5 linear floodlights, or approved equal

(4) Interconnected 54” Cooper Lighting line 1.5 linear floodlights, or approved equal

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Site Specific Dimensional letters mechanically fastened to Alucobond cladding

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4'-0"

4'-8"

14'-7" 22'-2" Min.
These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/techniques, and installation used is to be as specified in all drawings and local codes.

The quality of fit, finish or the final product must not exceed the requirements of these design intent documents and subsequent approved shop drawings.

Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed herein.

The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

Messages shown in these drawings are for general reference only. Refer to each sign's specific reference drawings for actual required messages.

Internal and/or external illumination, when used, will always be evenly distributed across the sign face and is fabricated in a way that minimizes light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.
These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/restrictions, and materials used must be as specified and/or meet or exceed all required local and national codes.

The quality of fit and finish of the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

Sample reviews by owner and Jacobs shall be conducted for sign types and details listed in notes.

Sample drawings are for reference only and are subject to final interpretation at the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color(s) specification.

Scaled examples shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

All locations shown are approximate. All final locations are to be determined during pre-installation site walkthrough, prior to sign fabrication and must be approved by Owner.

Messages shown in these drawings are for general reference only. Refer to each site's specific reference drawings for actual required messages.

Internal and/or external illumination, when used, will always be evenly distributed across the sign face and fabricated in a way that eliminates light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.

Custom cast smooth concrete cap and Alucobond accent trim

(2) 36" Cooper Lighting line 1.5 linear floodlights, or approved equal

(2) 36" Cooper Lighting line 1.5 linear floodlights, or approved equal

Cultured Stone Granite Rockface veneer (CSV-387/807) or approved equal

Architectural precast, integral color concrete cap and accent trim

Painted decorative, poured in place, concrete base

(3) Lumascape LS343 Direct Burial lights with round flush cover (SS316: Brushed finish) and OptiClear Glass, or approved equal

(3) Lumascape LS343 Direct Burial lights with round flush cover (SS316: Brushed finish) and OptiClear Glass, or approved equal
• These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements, and materials used are to be as specified and/or meet or exceed all required local and national codes.

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• All locations shown are approximate. All final locations are to be determined during site walk-thru, prior to site fabrication and must be approved by Owner.

• Messages shown in these drawings are for general reference only. Refer to each site's specific reference drawings for actual required messages.

• Internal and/or external illumination, when used, must be evenly distributed across the sign's face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.

---

**Stone Veneer and Cladding Detail (Top View)**

- 1/2" Mortar joint
- 8" x 8" x 16" Concrete Masonry Unit (CMU) structure
- 36" Cooper Lighting line 1.5 linear LED floodlight, or approved equal
- Alucobond cladding in Red Fire (PVDF-3 / Gloss Level-30)
- Architectural precast, integral color concrete cap and accent trim
- 1/8" thick aluminum sheet, brushed aluminum finish, placed in 5" inset and mechanically fastened to concrete structure.
- 2" thick aluminum letterforms pinned off surface with tamper proof hardware. Paint Black.
- Cast concrete structure
- Stamped decorative, poured in place, concrete base
- Rebar where necessary
- Grounded cell where necessary

**Section Cut Detail**

- Lumascape LS343 Direct Burial lights with round flush cover (SSB316: Brushed finish) and OptiClear Glass, or approved equal
- 1/2" Mortar joint
- 8" x 8" x 16" Concrete Masonry Unit (CMU) structure
- Alucobond cladding to CMU structure
- Rebar where necessary
- Grounded cell where necessary
- Interconnected 36" Cooper Lighting line 1.5 linear LED floodlights, or approved equal
- Cultured Stone Granite Rockface veneer (CSV-387807) or approved equal
- 1" thick brushed aluminum letterforms. Mechanically fastened to Alucobond cladding
- Alucobond cladding in Red Fire (PVDF-3 / Gloss Level-30)
- 10'-3 1/2"
- 6'-1"
- 6'-6 1/2"
- 6'-10 1/2"
- 8'
- 8'-10"
- 10'
- 15'-0"
- 15'-8 1/2"
- 18'-10"

**Use flexible Silicon Solar 12v Consumer Ready Panel (or approved equal) as power source for light fixtures. Custom fit to cap size and shape. Custom cast, smooth, integral color concrete cap and accent trim.**

---

**Eastern Washington Project Design Intent Document**

**G2-South Gateway Details**

DRAWN BY: UL
CHECKED BY: GL
SCALE: AS NOTED
DATE: 05.24.10
• These drawings are intended to illustrate design intent only and should only be used as a general reference guide. All final engineering, fabrication, illumination requirements/restrictions, and construction details to be as specific/order, and/or exceed all required local and external codes.

• The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

• Sample reviews by owner and Jacobs shall be conducted for signs, types and details listed in notes.

• All locations shown are approximate. All final locations are to be determined during site walk-thru, prior to sign fabrication and must be approved by Owner.

• Messages shown in these drawings are for general reference only. Refer to each site’s specific reference drawings for actual required messages.

• Internal and external illumination, when used, will always be evenly distributed across the sign face and fabricated to prevent light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.

• Colors shown are for reference only and are subject to the limitations of the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color specification.

• Scaled examples shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

• Sample reviews by owner and Jacobs shall be conducted for signs, types and details listed in notes.

• Messages shown in these drawings are for general reference only. Refer to each site’s specific reference drawings for actual required messages.

• All locations shown are approximate. All final locations are to be determined during site walk-thru, prior to sign fabrication and must be approved by Owner.

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• The quality of finish and the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

• Final reviews by Owner and Jacobs shall be conducted for sign types and details listed below in notes.

• Colors shown are for reference only and are subject to the limitations of printing processes and finish of material specifications. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color specification.

• Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed below in notes.

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• These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements, restrictions, and fabrication criteria to be as specified in the final engineering, fabrication, and illumination requirements/restrictions.

• The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

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• All locations shown are approximate. All final locations are to be determined during pre-installation site walk-thru, prior to sign fabrication and must be approved by Owner.

• Messages shown in these drawings are for general reference only. Refer to each site’s specific reference drawings for actual required messages.

• Internal and/or external illumination, when used, will always be evenly distributed across the sign’s face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.
SECONDARY IDENTIFICATION
- These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/restrictions, and all materials used to be as specified and/or meet all required local and national codes.
- The quality of finish/final or the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.
- Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed in notes.
- Colors shown are for reference only and are subject to the limitations of the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color(s) specification.
- Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed in notes.
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**Secondary Identification Materials Palette**

- **A.** Alucobond Cladding (Red Fire)
- **B.** Stamped, Integral Color Concrete
- **C.** Aluminum Letters Brushed Alum. & Black finish
- **D.** Architectural Precast Concrete
- **E.** Aluminum Sheet

**Notes:**

- Alucobond used for Red Fire color.
- Stamped, Integral Color Concrete for main body.
- Aluminum Letters with Brushed Alum. & Black finish.
- Architectural Precast Concrete for structural elements.
- Aluminum Sheet for secondary elements.
• These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/restrictions, and details/codes/stores to be as specified in and/or exceed all required local and national codes.

• The quality of fit and finish on the final product must exceed or meet all details/codes/stores as noted in these drawings.

• Sample reviews by owner and Jacobs shall be conducted for sign types and details listed above in notes.

• Colors shown are for reference only and are subject to the limitations of the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color specification.

• All locations shown are approximate. All final locations are to be determined during site installation walk-thrus, prior articulation and must be approved by owner.

• All locations shown on these drawings are for general reference only. Refer to each sign’s specific reference drawing for actual required messages.

• Internal and/or external illumination, when used, will always be evenly distributed across the sign’s face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques must comply with all applicable local illumination codes and requirements and are under the responsibility of the fabricator/contractor.

Comments

BID ALTERNATE

Eastern Washington Project
Design Intent Document

ID-1: Secondary Identification Monument

Date: 05.24.10

PAGE: 2.2

• Scaled examples shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

• Internal and/or external illumination, when used, will always be evenly distributed across the sign’s face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques must comply with all applicable local illumination codes and requirements and are under the responsibility of the fabricator/contractor.

• Sample reviews by owner and Jacobs shall be conducted for sign types and details listed above in notes.

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• All locations shown are approximate. All final locations are to be determined during site installation walk-thrus, prior to fabrication and must be approved by owner.

• Messages shown in these drawings are for general reference only. Refer to each sign’s specific reference drawing for actual required messages.

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• These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/restrictions, and construction details as to be as specified/actual or exceed all required local and national codes.

• The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

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• Colors shown are for reference only and are subject to the limitations of the printing process, and to finish of material specification. Refer to finish samples provided by Jacobs or refer to color systems contained within these drawings for actual color specification.

• All locations shown are approximate. All final locations are to be determined during pre-installation site walk-thru, prior to fabrication and must be approved by Owner.

• Messages shown in these drawings are for general reference only. Refer to each sign's specific reference drawings for actual required messages.

• Internal and/or external illumination, when used, will always be evenly distributed across the sign face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.
These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/restrictions, and specifications are to be as specified and/or meet or exceed all requirements noted and/or referenced in notes.

Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed above in notes.

Sample drawings are for reference only and are subject to the limitations of the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual material specification.

Sample sizes shown are for reference only and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

All locations shown are approximate. Final locations are to be determined during pre-installation site walk-thrus, prior to sign fabrication and must be approved by Owner.

Messages shown in these drawings are for general reference only. Refer to each site's specific reference drawings for actual required messages.

Internal and/or external illumination, when used, will always be evenly distributed across the sign face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricated contractor.

Architectural precast, integral color concrete cap and accent trim

Paint Black. Stamped decorative, pre-cast concrete base

Paint Black. 2" thick aluminum letterforms pinned off surface with tamper proof hardware. Paint Black.

1" thick brushed aluminum letterforms. Mechanically fastened to Alucobond cladding

Alucobond cladding in Red Fire (PVDF-3 / Gloss Level-30)

(2) Sol 3Q LED Floodlights or approved equal. Location and placement of solar collector TBD and field verified. Mount with tamperproof hardware.

Eastern Washington Project
Design Intent Document

ID-2: Secondary Identification Monument

DRAWN BY: UL
CHECKED BY: GL
SCALE: AS NOTED
DATE: 05.24.10
• These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, installation requirements/restrictions, and indications should be as specified and/or met or exceed all required local and national codes.

• The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

• Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed below in notes.

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• Colors shown are for reference only and are subject to the limitations of the printing process and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color(s) specification.

• Scale examples shown are for reference only and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

• All locations shown are approximate. All final locations are to be determined during pre-installation site walk-thrus, prior to site fabrication and must be approved by Owner.

• Messages shown in these drawings are for general reference only. Refer to each signs specific reference drawing for actual required messages.

• Internal and/or external illumination, when used, will always be evenly distributed across the signs face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.
These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/restrictions, and material specifications to be as specified and/or meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

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All final locations are to be determined during pre-installation site walk-thru, prior to sign fabrication and must be approved by Owner.

Messages shown in these drawings are for general reference only. Refer to each site's specific reference drawings for actual required messages.

Internal and/or external illumination, when used, will always be evenly distributed across the sign face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.
These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/restrictions, and materials used are to be as specified or noted in the final product and/or exceed all required local and national codes.

The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed below in notes.

Sample shown are for reference only and are subject to be reviewed and/or accepted by the printing process, and for finishes of material specifications. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for precise color specification. Refer to finish samples provided by Jacobs or referenced color systems for actual color(s) specification.

Scaled examples shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

All locations shown are approximate. All final locations are to be determined prior to fabrication and installation. All final locations are to be determined prior to fabrication and installation. All final locations are to be determined prior to fabrication and installation. All final locations are to be determined prior to fabrication and installation. All final locations are to be determined prior to fabrication and installation.

Messages shown in these drawings are for general reference only. Refer to each signs' specific reference drawing for actual required messages.

Internal and/or external illumination, when used, will be evenly distributed across the sign's face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.
• These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/techniques, and methods used are to be as specified and/or inserted in all required local and national codes.

• The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

• Sample reviews by Owner and Jacobs shall be conducted for this project. Sections and details listed below in notes.

• Colors shown are for reference only and are subject to the limitations of the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color(s) specification.

• Scaled examples shown are for reference only, and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

• All locations shown are approximate. All final locations are to be determined during site installation walk-thru’s, prior to sign fabrication and must be approved by Owner.

• Messages shown in these drawings are for general reference only. Refer to each sign's specific reference drawings for actual required messages.

• Internal and/or external illumination, when used, will always be evenly distributed across the sign face and fabricated in a way that prevents light leaks, hot spots and dark spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabrication contractor.
These drawings are intended to illustrate design intent only and should only be used as a general reference guideline. All final engineering, fabrication, illumination requirements/techniques, and materials used shall be as specified and/or meet or exceed all required local and national codes.

The quality of fit and finish on the final product must meet or exceed the requirements of these design intent documents and subsequent approved shop drawings.

Sample reviews by Owner and Jacobs shall be conducted for sign types and details listed below in notes.

Sample drawings are for reference only and are subject to the limitations of the printing process, and/or finish of material specification. Refer to finish samples provided by Jacobs or referenced color systems contained within these drawings for actual color specification.

Sample drawings are for reference only and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.

All locations shown are approximate. All final locations are to be determined during pre-installation site walk-throughs, prior to sign fabrication and must be approved by Owner.

Messages shown in these drawings are for general reference only. Refer to each site's specific reference drawings for actual required messages.

Internal and/or external illumination, when used, will always be evenly distributed across the sign's face and fabricated in a way that prevents light leaks, hot spots, and light spots. All illumination techniques used must comply with all applicable local illumination codes and requirements and are the responsibility of the fabricator/contractor.