



Invitation to Bid #2026-002

Goldendale Community Library Elevator Replacement Project

Issued By: Fort Vancouver Regional Library District (FVRL)

CDBG Funding / Grant Coordination: City of Goldendale / Washington State Department of
Commerce Community Development Block Grant (CDBG) Program

Project Location: Goldendale Community Library, 131 W Burgen Street, Goldendale, WA 98620

Issued/Advertised date: August 3, 2026

Bid Due Date and Time: September 1, 2026 at 11:30 AM Pacific Time

Bid Delivery Location: Fort Vancouver Regional Library District, Operations Center
2018 Grand Blvd, Vancouver, WA 98661

Contact for Bid Questions: bids@fvrl.org

Project Manager: Facilities and Fleet Director / Project Manager



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1. Advertisement

Invitation to Bid Goldendale Community Library Elevator Replacement Project

Bid Due Date: September 1, 2026 at 11:30 AM Pacific Time

Project Estimate: \$200,000 – \$250,000 (before applicable Washington State sales tax).

Fort Vancouver Regional Libraries invites responsible contractors to submit sealed bids for the modernization of the existing three-stop hydraulic elevator at the Goldendale Community Library.

Scope of Work: The Work consists of the complete modernization/replacement of one hydraulic elevator serving three floors, including installation of a new microprocessor-based controller, new hydraulic power unit, new closed-loop door operator and restrictors, new car operating panel and hall stations, battery backup emergency return unit, cab interior finishes and LED lighting, new wiring and traveling cables, updated signage, adjustments, testing, and related modifications to electrical, HVAC, painting, access, fire alarm, sprinkler, and other systems as necessary to achieve a fully operational, code-compliant elevator. All labor, equipment, materials, supervision, permits, testing, inspections, and incidentals necessary for a complete and operating system are included.

Funding Notice: This Project is supported by Grant No. B-25-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD), with grant funds administered by the Washington State Department of Commerce Community Development Block Grant (CDBG) Program. Federal requirements apply, including Davis-Bacon and Related Acts, Contract Work Hours and Safety Standards Act, Copeland Anti-Kickback Act, Build America, Buy America / Buy America Preference requirements where applicable or waived by HUD/Commerce guidance, anti-lobbying, debarment and suspension, and other provisions described in Section 2 and the Federal/CDBG Exhibits.

Prevailing Wage Notice: All laborers, workers, and mechanics performing work on this project shall be paid not less than the higher of the applicable Washington State prevailing wage rate or the applicable federal Davis-Bacon wage rate.

Bidding Documents: Plans, specifications, and addenda for this project will be made available online through the FVRL website at <https://www.fvrl.org/submit-bids>. The full Invitation to Bid (ITB) package includes contract forms, federal requirements, bid forms, and supporting documents.

Advertisement Posting: FVRL will advertise the Project through its standard public bid posting process, including publication once a week for two weeks in a newspaper of general circulation, and will also post the bid advertisement to the Washington State Office of Minority and Women's Business Enterprises (OMWBE) website, as required for CDBG-funded construction procurement. Bid opening will be scheduled at least fourteen (14) calendar days after the second newspaper publication date. Small, minority-owned, and women-owned firms are encouraged to submit bids.



Pre-Bid Meeting: A mandatory pre-bid site walk-through will be held on August 20, 2026 at 10:00 AM Pacific Time at the Goldendale Community Library, 131 W Burgen Street, Goldendale, WA. Contractors will meet the Facilities and Fleet Director / Project Manager, near the main entrance. See Section 2.1 for details. Contractors who do not attend the mandatory pre-bid meeting will be considered non-responsive.

Pre-Bid Questions: The deadline for questions and requests for clarifications is August 27, 2026 at 5:00 PM Pacific Time. All questions shall be directed by email to bids@fvrl.org. Phone inquiries will not be accepted. Bidders who seek to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Bidder's own risk and such action may be cause for disqualification. FVRL will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. If no substitutions are approved prior to Bid, Bidders are required to Bid and supply only specified products. FVRL will provide an official written response to Bidder questions received by the respective deadline in the form of an Addendum. Only the addenda issued by FVRL shall modify the solicitation documents. All Addenda shall become part of the ITB and the subsequently awarded Contract.

Bidders shall acknowledge receipt and review of all Addenda issued during the Bid period in the space provided in Section 5 Bid Form. Failure to acknowledge any/all addenda may be cause for Bid rejection.

Bid Submission: Bids must be submitted in a sealed envelope bearing the Project name and bidder's name, and delivered to the **Fort Vancouver Regional Library District Operations Center, 2018 Grand Blvd, Vancouver, WA 98661**, by the Bid Due Date and Time. Late bids and electronic submissions will not be accepted. Bids will be publicly opened and read aloud at the time and place specified.

Bid Security. A deposit of at least 5% of the Bid shall accompany each Bid. This deposit must be a (Surety Bond) made on FVRL supplied form. A bid bond shall not be conditioned in any way to modify the minimum 5% required.

Any bid bond shall be on the form provided by FVRL and shall be signed by the Bidder and the Surety. The Surety shall:

1. Be registered with the Washington State Insurance Commissioners
2. Appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5% with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by FVRL.

Time for Completion: The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within one hundred twenty (120) Calendar Days of said Notice.

-END OF SECTION 1-



2. Instructions To Bidders

2.1. Introduction and Background

FVRL is an intercounty rural library district (RCW 27.12.090) serving residents of southwest Washington, including Skamania Counties, the City of Woodland in Cowlitz County, all of Clark County except for the City of Camas, and Klickitat County, where the Goldendale Community Library is located.

The Goldendale Community Library is located at 131 W Burgen Street, Goldendale, WA 98620. The library is a multi-story public facility originally constructed as a Carnegie library in 1915. The building includes three floors served by one existing hydraulic elevator. The elevator provides important public access to library materials, programs, and services for patrons with mobility challenges.

The Project is funded in whole or in part through the Washington State Community Development Block Grant (CDBG) program with federal funds from the U.S. Department of Housing and Urban Development (HUD), administered by the Washington State Department of Commerce. The project is intended to modernize/replace the existing elevator system to meet current safety standards, maintain ADA accessibility, and provide a fully functioning, code-compliant elevator serving all three floors.

Mandatory Site Visit / Walkthrough

Mandatory Walkthrough: A mandatory onsite project visit and walkthrough will be conducted on August 20, 2026 at 10:00 AM Pacific Time.

Location: Bidders shall meet with Facilities and Fleet Director / Project Manager, at the project site Goldendale Community Library, 131 W Burgen Street, Goldendale, WA 98620. The meeting location will be at the main public entrance.

Purpose: The walkthrough is intended to allow potential vendors to evaluate the existing elevator, elevator cab, hoistway access points, machine room, related electrical and life-safety conditions, site logistics, public access constraints, and any other conditions that may affect the Work before bidding.

Attendance Requirement: Failure of a Bidder to attend the mandatory walkthrough will result in their bid being marked as non-responsive and rejected without further consideration.

Scope Discussion: The Facilities and Fleet Director / Project Manager, will be available during the walkthrough to discuss site conditions, the project scope and logistical constraints.

2.2. Definitions

Addenda: A written or graphic document, issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

Bid/Proposal: The offer of a Bidder on a properly completed Bid Form to perform the Work described in the Contract Documents.



Bidder: A person, firm or corporation that submits a Bid in response to this ITB.

Bid Documents: This ITB, including all sections, attachments, exhibits, addenda, forms, specifications, drawings, and other documents issued by FVRL for bidding purposes.

Contract: The written agreement between FVRL and the successful Bidder for performance of the Work.

Contract Documents: The documents that form and govern the Contract, including Contract Agreement, this ITB, Bid Documents, Addenda, Contractor's Bid, bonds, certifications, federal/CDBG requirements, drawings, exhibits, change orders, and all documents incorporated by reference.

Contractor: The Successful Bidder who was awarded the Contract and has subsequently executed the Contract with FVRL.

ITB: is an abbreviation meaning Invitation to Bid.

Subcontractor: An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

Successful Bidder: The lowest responsive and responsible Bidder to whom Award of the Contract shall be made.

Surety: A company authorized to do business in Washington State that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.

Work: All labor, materials, tools, equipment, supervision, permits, services, and everything needed to successfully complete a project in accordance with the Contract Documents.

2.3. Anticipated Procurement Schedule

The activities and dates listed below represent the anticipated procurement schedule. FVRL will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (*) are estimated.

Activity	Date and Time
Invitation to Bid Released	August 3, 2026
Mandatory Pre-Bid Meeting & Site Visit	August 20, 2026 at 10:00 AM PT
Request for Clarification/Questions Due	August 27, 2026 at 5:00 PM PT
Bid Due Date	September 1, 2026 at 11:30 AM PT
Anticipated Contract Execution Date*	September 14, 2026
Anticipated Notice to Proceed*	September 21, 2026

2.4. Examination of Documents and Site

Each Bidder shall thoroughly examine and be familiar with the Bid Documents. Submission of a Bid shall constitute an acknowledgment upon which FVRL may rely that the Bidder has thoroughly examined and is familiar with each part of the Bid Documents. The failure or neglect of a Bidder



to receive or examine the Bid Documents, or any part thereof, shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed based upon a lack of knowledge or misunderstanding of this ITB, work sites, statutes, regulations, permits, ordinances, industry standards or resolutions.

2.5. Bid Forms and Required Bid Submittal Documents

Bidders must submit bids on the Bid Form provided in Section 5. All blanks must be filled in ink or typed. The Bid Form must be signed by a person authorized to bind the Bidder. Bidders must acknowledge receipt of all Addenda on the Bid Form. Bids that are incomplete or submitted on forms other than those provided may be rejected as non-responsive.

Each Bid must include the following:

- A completed and signed Section 5 - Bid Form;
- A completed and signed Section 6 - Bid Bond in an amount not less than five percent (5%) of the Bid, signed by both the Bidder and the Surety;
- A completed Section 7 - Subcontractors Form. If no Subcontractors are anticipated, the Bidder shall state "None" on the form;
- A completed and signed Exhibit E - Certification Regarding Lobbying; and
- A completed and signed Exhibit F - Disclosure of Lobbying Activities, Standard Form LLL, only if applicable.

Exhibits A through D and Exhibit G are incorporated into the Contract Documents and are not required to be separately completed or signed by the Bidder.

Failure to submit any required form or document may cause the Bid to be rejected as non-responsive. Failure to submit the required Bid Bond shall cause the Bid to be rejected as non-responsive.

2.6. Preparation of Bids

The resulting firm-fixed price Contract shall be Bid based on a lump sum price. Prices shall be stated in US currency, omitting digits more than two places to the right of the decimal point (i.e. \$720.74), and shall include everything necessary for the prosecution and completion of the Work as detailed in the Bid Documents. All costs for insurance, bonds and prevailing wage filing fees shall be incidental to and included in the Bid Price and no additional payment will be made by FVRL, not even if the bond amount increases during the Contract Term. By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive. Bids shall remain valid for at least ninety (90) calendar days from the Bid Due Date. FVRL reserves the right to request extensions for Bid effectiveness. All Bids and submissions become the property of FVRL.



2.7. Delivery of Bids

By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive.

Each Bid shall be sealed in an envelope and shall bear the name of the project as set forth in the ITB, the name of the Bidder. Envelopes should be addressed to:

FVRL Attn: Facilities and Fleet Director / Project Manager

2018 Grand Blvd

Vancouver, WA 98661

Bids that are properly received will be publicly opened and read aloud. The Procurement Officer shall record all properly received bids and announce the apparent low bidder. Late Bids, electronic submissions, email or facsimile will be rejected.

2.8. State Sales Tax

FVRL is subject to Washington State retail sales tax unless otherwise stated below. All invoices shall include a line item that clearly defines the retail sales tax to be paid by FVRL. FVRL will not adjust its payment if the Contractor bases a Bid on a misunderstanding of tax liability.

FVRL, at the request of the Washington State Department of Revenue, may deduct from its payments to the Contractor, retainage or lien the bonds, in the amount the Contractor owes the State, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf.

The Washington State Department of Revenue has issued special rules on the state sales tax. When applicable, the following rules will apply:

State Sales Tax: WAC 458-20-170: The Work under this Contract constitutes retail construction involving the repair or improvement of an existing building or other structure upon real property. The Contractor shall separately state and collect applicable Washington State retail sales tax on the gross contract price, as required by law. The Bid shall be submitted exclusive of Washington State retail sales tax, and FVRL will pay applicable retail sales tax in addition to the accepted Bid Amount.

2.9. Bid Evaluation:

Bids will be evaluated on the Total Bid Amount before applicable Sales Tax. Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsive or their Bid is disqualified as being non-responsive. FVRL reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a Bid.



2.10. Identical Bid Totals

If two or more lowest responsive Bids are exactly equal, the tie-breaker will be determined with a draw. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of FVRL shall draw one slip from the box and announce the name of the successful Bidder.

2.11. One Bid Received Procedure

If only a single responsive and responsible Bid is received, FVRL shall have the right, in its sole discretion, to extend the Bid Due Date for up to an additional sixty (60) days and/or to conduct a price or cost analysis on such single Bid. The single Bidder shall promptly provide all cost and pricing data, documentation and explanation requested by FVRL to assist in such analysis. By conducting such analysis, FVRL shall not be obligated to accept the single Bid and reserves the right to reject such Bid or any portion thereof.

2.12. Bid Modifications

Bidders will not be allowed to alter Bids after the Bid submittal deadline. Submitted Bids may only be changed if a written request is received by FVRL before the Bid submittal deadline. Such requests must be signed by an individual authorized to submit Bids on behalf of the company. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid. Nothing in this section shall be construed to permit the Bidder to alter its Bid after it has been submitted pursuant to the terms of this solicitation.

2.13. Bid Withdrawal

No Bidder may withdraw their Bid after the Bid submittal deadline unless Contract Award is delayed for a period exceeding ninety (90) calendar days following Bid Opening.

Any Bid not so timely withdrawn shall constitute an irrevocable offer for a period of ninety (90) days to provide FVRL the goods and services described herein, or until one or more of the Bids have been approved by FVRL, whichever occurs first.

2.14. Bid Extension or Cancellation

FVRL reserves the right to cancel this solicitation, or extend the Bid submittal deadline or Bid Opening, by written Addendum, at any time before the specified deadline, or in the event only a single Bid or no Bids are received. If a Bidder pursues a protest or a request for reconsideration, its Bid is deemed extended until FVRL executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.

2.15. Errors and Administrative Corrections

FVRL will not be responsible for any errors in Bids. FVRL reserves the right to make mathematical corrections that are due to administrative or clerical typing errors, number transposition and incorrect calculations. FVRL may waive these irregularities as immaterial. In the event of a discrepancy between the unit price and the extended amount, the unit price will govern. If figures



are set forth in both words and numbers and there is a disparity, the words will take precedence over its numerical counterpart.

2.16. Collusion

By signing a Bid, the Bidder certifies that its Bid is non-collusive and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing. If FVRL determines that collusion has occurred among Bidders, none of the Bids of the participants in such collusion will be considered. FVRL's determination shall be final.

2.17. Rejection and Consideration of Bids

FVRL, in its sole discretion, reserves the right to: Accept or reject any or all Bids, portions or parts thereof; Waive minor Bid errors, informalities, or immaterial irregularities when it is in FVRL's best interest and does not result in displacement of a low Bidder; Republish the call for Bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and Award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of FVRL. In consideration for FVRL's review and evaluation of its Bid, the Bidder waives and releases any claims against FVRL arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation of Bids submitted in response to this solicitation.

2.18. Title VI

It is the policy of FVRL to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities.

2.19. Brand Names

The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which Bids are submitted. FVRL reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all Specification requirements of structural, functional, dimensional and appearance without deviation. FVRL reserves the right to reject any and all substitutions.

2.20. Bidder Claiming Error Procedure

If a Bidder realizes after Bid Opening that it has made a clerical, administrative or judgment error and wants to be relieved of its Bid obligations, the Bidder must notify FVRL in writing before 5:00 p.m. on the first business day after Bid Opening. The Bidder shall submit a notarized affidavit, or declaration under penalty of perjury, which is signed by the Bidder and includes a description of the nature of the error, a request to be relieved from the responsibilities of Award and is



accompanied by the Bidder's original worksheets used in preparing the Bid which demonstrate the error. If FVRL determines the error allows relief from forfeiture of the Bid Bond, the Bidder will be relieved of any further responsibility and the Bid Bond will be returned. If FVRL determines the error does not lawfully allow relief, then Award may proceed and if the Bidder refuses to execute the Contract, the Bidder's Bid Bond shall be forfeited. Per RCW 39.04.107, the low Bidder claiming error will be prohibited from Bidding on the same project if a second or subsequent call for Bids is made for the project. FVRL reserves the right to request any Bidder to withdraw an unbalanced Bid.

2.21. Bidder Responsibility Criteria (Mandatory)

It is the intent of FVRL to Award the Contract to the lowest responsive and responsible Bidder. Before Award, the Bidder must meet the following mandatory Bidder responsibility criteria stated in RCW 39.04.350(1) to be considered a responsible Bidder qualified to be awarded a Public Works Contract in Washington State. Failure of any Bidder to meet the responsibility criteria will automatically deem the Bidder not responsible and be just cause for rejection of the Bid.

As assurance to FVRL that the Bidder meets the criteria, Bidders must provide this information, as applicable, directly on the spaces provided on the Bid Form. FVRL may require additional documentation from the Bidder demonstrating compliance with the criteria. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of its Bid. Bidder must:

1. Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must be in effect at the time of Bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - Have Industrial Insurance (Worker's Compensation) coverage for all of the Bidder's employees working in Washington, as required in Title 51 RCW;
 - Have a Washington Employment Security Dept. number, as required in Title 50 RCW;
 - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
4. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).
5. Have received training in the requirements related to public works and prevailing wage under this chapter (39.04.350) and chapter 39.12 RCW. The training must be provided by the department of labor and industries (L&I) or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from the training requirement.
6. Certify that the Bidder is not a willful violator of the States' wage payment statutes.



7. Possess, or identify a subcontractor that possesses, any Washington State elevator contractor license required under Chapter 70.87 RCW for performance of the Work.

8. Be subject to SAM.gov active exclusion verification before Award. FVRL will verify the apparent successful Bidder and its owner/president in SAM.gov before Award and will keep documentation of the verification in the CDBG procurement file.

2.22. Award of Contract

Only one Bidder will be selected for Contract Award. An Award Recommendation Notice, set forth FVRL's intent to recommend Contract Award to the lowest responsive and responsible Bidder, will be sent to all Bidders. The recommendation will be approved by the FVRL Board of Trustees. Upon receiving Board approval for Award of the Contract, FVRL will send a Final Notice of Contract Award to all Bidders and post it on the FVRL's website. FVRL reserves the right to make Award within ninety (90) calendar days from the Bid Due Date. Should Award, in whole or part, be delayed beyond the period of ninety (90) days, such Award shall be conditioned upon Bidder's acceptance.

2.23. Contract Execution

The Successful Bidder must sign and return all requested documents, including but not limited to the signed Contract, evidence of insurance, a Performance Bond, and a Payment Bond, to FVRL within five (5) calendar days of the Award Date. After execution, one (1) original signed Contract will be returned to FVRL with all requested documents. The Bidder should already have preparations in place with their insurance agent and Surety in order to expedite the required documents. Failure to execute the Contract within the time allotted grants FVRL the authority to cancel the Award and move to the next lowest responsive and responsible Bidder.

FVRL will then issue a Notice to Proceed. The Contractor assumes all risk for any Work begun before receipt of the said notice.

2.24. Bids as Public Record

Bids are public records subject to disclosure under Chapter 42.56 RCW. Within two business days after Bid opening, FVRL will provide copies of the Bids to any Bidder requesting them, as required by RCW 39.04.105. Other disclosure requests will be handled in accordance with applicable law. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire Bid as "confidential" or "proprietary". Marking the entire Bid as such will not be honored and the Bid may be rejected as non-responsive. FVRL shall make Bid submittal details available to the public after Contract Award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public demands to review portions of a Bid marked "Confidential", FVRL will notify the affected Bidder prior to releasing such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, FVRL will make the requested



portions available for review and copying by the public. The Bidder asserting that portions of its Bid are legally protected shall bear all costs of defending such assertion, including reimbursing FVRL for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. FVRL assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a Bid, the Bidder has thereby agreed to the provision of this sub-section.

2.25. Bid Protests

A. Who May Protest or Appeal

A potential bidder demonstrating a substantial economic interest in FVRL's competitive bid process.

B. Timing of Protest

A Bidder's protest concerning the proposed Award must be submitted in writing no later than two full business days following Bid opening if no Bidder requested copies of the Bids, or no later than two full business days following the date FVRL provided copies of the Bids to requesting Bidders under RCW 39.04.105(1).

C. Basis of Protest

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

D. Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the Finance Director
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

E. Protest Procedure

A protest must be filed with FVRL's Finance Director within the applicable deadline stated in Section 2.25B. Upon receipt of a timely written protest, the Finance Director will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

F. Appeal Procedure

An appeal must be filed within five business days of the Finance Director decision. The Finance Director and an independent Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further



appeal the decision. In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

G. Failure to Comply with Requirements

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

H. Exhausted Administrative Remedies

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

2.26. Insurance Requirements

The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, FVRL shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by FVRL shall not be limited to the amount of the required insurance coverage.

A. General Liability

Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to FVRL, with a limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.

B. Automobile Liability

Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to FVRL, with a limit of at least \$1,000,000 per accident.

C. Workers Compensation

The Contractor and Subcontractor will secure in accordance with the laws of the State of Washington, Worker's compensation Insurance coverage with an Employers' Liability Limit of \$1,000,000 each accident. The Contractor and Subcontractor will be responsible for Workers Compensation insurance for any Subcontractor who provides services under subcontract. If the Contractor and Subcontractor are qualified as a self-insurer under RCW 50 and 51, it will certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employee(s).



D. Certificates and Policies

Prior to commencement of services for this Contract, the Contractor shall provide FVRL with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting FVRL's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the title of this Contract** and will state that the Contractor shall provide thirty (30) calendar days advance written notice to FVRL in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, FVRL may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Contractor from insurance obligations hereunder.

E. Additional Insured Endorsement

General Liability Insurance and Builder's Risk Insurance must state that FVRL will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: **FVRL and its officers, agents, and employees named Additional Insured in respect to Contract PW#2026-002 Goldendale Community Library Elevator Replacement Project.**

Taking into account the Work to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name FVRL as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against FVRL. The Contractor and its insurers also waive their right of subrogation against FVRL for loss of its owned or leased property or property under its care, custody and control.

No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by FVRL.

The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

2.27. Federal Funding Requirements

This Project is funded in whole or in part with federal CDBG funds. The Contractor must comply with federal laws and regulations, including: Davis-Bacon and Related Acts; Contract Work Hours



and Safety Standards Act; Copeland Anti-Kickback Act; Build America, Buy America / Buy America Preference requirements where applicable or waived by HUD/Commerce guidance; Equal Employment Opportunity requirements; Title VI of the Civil Rights Act; Section 504 of the Rehabilitation Act; the Americans with Disabilities Act; HUD-4010 Federal Labor Standards Provisions; the Byrd Anti-Lobbying Amendment; debarment and suspension regulations; and any additional provisions listed in the Federal/CDBG Exhibits. Bidders are responsible for reviewing and familiarizing themselves with these requirements. The Contractor must pay workers the higher of the state or federal prevailing wage rates and submit weekly certified payrolls through the Washington Department of Labor and Industries (L&I) online portal for FVRL review and recordkeeping. Failure to comply with federal requirements, including submission of all required federal certifications and forms included in the Federal/CDBG Exhibits, may result in rejection of the Bid, withholding of payment, termination, or other remedies available under the Contract Documents.

-END OF SECTION 2-



3. General Provisions

The following FVRL General Provisions are complementary to the subsequent Agreement to be executed between the Parties. Any provision of law, rule, or regulation that is required to be included in this Contract will be read as if in this Contract whether or not physically included.

3.1. Contract Documents

A. The Contract Documents are intended to be complementary and prescribe and provide for a complete ITB. The Contractor shall furnish all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Bid Schedule. Compensation for the cost of furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Amount.

B. The Contract represents the entire and integrated agreement between FVRL and the Contractor and sets forth the rights and responsibilities of the parties in accordance with the laws of the State of Washington. Each Contract Document is an essential part of the Contract and a requirement present in one Contract Document is binding as though it was present in all. Anything mentioned in the Specifications and not shown in the Plans or shown in the Plans and not mentioned in the Specifications, shall be of like effect as shown or mentioned in both. Any Work, materials or equipment that has not been specifically included in the Contract Documents but which is reasonably required to produce the intended result shall be provided by the Contractor as though it had been specifically included.

C. Plan Drawings indicate only such details as are necessary to give a comprehensive idea of the Work. The Project Manager may furnish the Contractor with such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as deemed necessary to detail and illustrate such Work. The Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Amount.

D. On the Contract Plan Drawings and Working Drawings figured dimensions govern. Do not scale Drawings.

E. In the event of any conflict between the Contract Documents and applicable federal, state, or local law, including CDBG requirements, the most stringent applicable legal or funding requirement shall govern. Subject to the foregoing, the following order of precedence (from highest to lowest) applies:

1. Change Orders
2. Addenda
3. Federal/CDBG Requirements and Exhibits (including 2 CFR Part 200 Appendix II contract provisions, HUD-4010 Federal Labor Standards Provisions, Davis-Bacon and Related Acts, Contract Work Hours and Safety Standards Act, Copeland Anti-Kickback Act, Build America, Buy America / Buy America Preference requirements where applicable or waived by HUD/Commerce guidance, Equal Employment Opportunity, Title VI, Section 504, ADA, Byrd Anti-Lobbying Amendment, Debarment and Suspension regulations, and



other provisions referenced in the ITB)

4. Contract (Form of Agreement)
5. ITB Documents
6. Specifications/Scope of Work
7. Drawings

F. Conditions or Work not covered by Specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Amount.

G. If any parts of the Contract require Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade to justify an expectation that it will be observed by the Contractor in doing the Work. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations or orders, the most stringent requirements shall govern and be considered as a part of this Contract in order to afford FVRL the maximum benefits thereof.

H. The organization of the Specifications and arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. FVRL assumes no responsibility to act as arbiter in the division and proper coordination of the Work between particular Subcontractors or workers.

3.2. FVRL – General Responsibilities

A. FVRL, as Owner, shall designate a representative (“Project Manager”) to coordinate with the Contractor and shall further be responsible for coordination of communications between the Parties and shall act as a central point of contact for FVRL. FVRL shall issue all instructions to the Contractor through the Project Manager.

B. The Project Manager shall review and determine that the goals, objectives and scope of this Contract are being met, as well as determining that the Schedule, budget and funding limitation of this Contract are satisfied. The Project Manager will coordinate the input and Work of various governmental, FVRL or department staff, consultants, and contractors as it relates to the Scope of Work of this Contract.

C. The Project Manager will review all Working Drawings, product data, samples or other submittals necessary to determine conformity to the Project scope, design concept and the information provided in the Contract Documents. Neither the Project Manager’s review nor approval thereof shall in any way relieve the Contractor from its full responsibility for errors and omissions in the submittals or its obligations under this Contract; nor constitute acceptance by the Project Manager of the correctness or adequacy of such submittals; nor constitute a



representation or warranty by the Project Manager that the Record Drawings will satisfy the requirements of the Contract. The Project Manager will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.

D. The Project Manager may perform periodic on-site visits as necessary to observe the progress of the Work. The Project Manager will promptly observe tests, inspections or approvals required by the Contract Documents and where practicable. The presence of the Project Manager, or other FVRL representative, during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work nor does it bind FVRL in determining Final Completion of the Work.

E. FVRL and the Project Manager have the authority, but not the obligation, to reject Work that is defective or does not otherwise appear to conform to the Contract Documents. The Project Manager may call to the attention of the Contractor Work done or materials furnished which, at any time, is found defective or not in conformance to the Contract Documents; however, the failure of the Project Manager to inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work. All defective or non-conforming Work shall be repaired or replaced, as directed by the Project Manager, at the Contractor's risk and expense and shall furnish no basis for an increase in the Contract Amount or Contract Time, even though the Project Manager fails to reject such Work or material. The right of FVRL, or the Project Manager, to reject Work shall not create a duty on the part of FVRL to exercise this right for the benefit of the Contractor or any other person or entity.

F. Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring FVRL and the Project Manager, or other representative of FVRL, to: 1) direct or advise the Contractor as to the method or manner of performing the Work or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor; and 2) be responsible for the acts or omissions of the Contractor, Subcontractors, lower tier Subcontractors, suppliers, or any of their agents, employees, or any other persons performing a portion of the Work. No approval or advice given by FVRL, or its representatives, as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by FVRL that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to FVRL, or its representatives, on account of approval or advice.

G. The FVRL Project Manager, will make decisions on all claims or requests for interpretation submitted by the Contractor, and all of the decisions are final.

H. FVRL and the Project Manager shall, at all times, have access to the Work whenever the Work is in preparation or progress. FVRL reserves the right to perform additional Work or conduct FVRL operations on or near the site of the Project. Should such other or additional Work or FVRL operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other Work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing



the other or additional Work or operations. Such use or occupancy by FVRL or its assignees shall not constitute completion or acceptance of the Work or any part thereof.

I. Neither the FVRL Board of Trustees, nor Executive Director, or any other officer, employee, or agent of FVRL acting within the scope of their employment, shall be personally liable to the Contractor for any of their acts or omissions arising out of the Project. FVRL reserves the right to perform construction operations with their own forces or to Award other Contracts in connection with the other portions of the Project or other Work on the site under these or similar conditions of the Contract.

J. The post-award administration of the Contract file documentation will be the responsibility of FVRL to ensure compliance with the terms of the Contract and grant reporting requirements.

3.3. Contractor General Responsibilities

A. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work. The Contractor shall pay all sales, consumer, use and other similar taxes and pay for all fees, duties, and royalties required by law and shall file all notices, secure all permits, and licenses necessary for the execution of the Work.

B. The Contractor shall be solely responsible for, and shall have full control and charge of, all construction means, methods, safety precautions, techniques, sequences, and procedures for performing, scheduling and coordinating all portions of the Work under the Contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations and laws. In the event of conflicting requirements between applicable codes, rules, regulations and laws, the Contractor shall comply with those codes, rules, regulations and laws which require the highest standard of construction quality and workmanship. The Contractor shall carefully study and compare the Contract Document sections with each other, and with any other information furnished by FVRL, and shall at once report to the Project Manager any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered. If the Contractor performs any construction activity without carefully studying and comparing the Contract Documents or fails to promptly report the discovery of any error, inconsistency, omission or variance in the Contract Documents, then the Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable for corrections of such error, inconsistency, omission, or variance. Omissions from the Specifications or miss-described details of the Work which are manifestly necessary to carry out the intent of the Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or miss-described details of Work, but they shall be performed as if fully and correctly set forth and described in the Specifications.

C. The Contractor is responsible to field-measure existing site conditions and verify that all elevator equipment, cab components, hoistway work, machine room work, electrical interfaces, fire/life-safety interfaces, controls, finishes, and related Work will fit and function within the existing conditions and as required by the Contract Documents.



D. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their Work or business. The Contractor shall properly coordinate this Work with that of FVRL or other Contractors.

E. The Contractor shall not begin physical Work, order or purchase materials or equipment, disturb the site, or take any other choice-limiting action until FVRL issues a written Notice to Proceed and any required CDBG environmental review and release of funds has been completed or otherwise authorized in writing.

3.4. Sub - Agreements

A. The Contractor shall, in all its subcontract agreements, ensure that all Subcontractors are bound to the Contractor in the same manner that the Contractor is bound to FVRL, in strict accordance with all terms and conditions of the Contract Documents. Copies of any or all Subcontractor agreements shall be furnished to FVRL at the beginning of the Project. The Contractor shall also ensure that all sub-contracts include the "Subcontractor Bidder Responsibility Criteria" set forth in the ITB.

B. Nothing contained herein; however, shall be interpreted as creating a contractual relationship between FVRL and any Subcontractor. The Contractor is for all purposes an independent Contractor and not an employee or agent of FVRL.

C. **Subcontractors List:** The Contractor, at the request and direction of FVRL, will provide copies of any written agreements for approval of each Subcontractor after Contract Award.

3.5. Subcontractors Bidder Responsibility Criteria

RCW 39.06.020 requires Public Works Contractors and Subcontractors to verify that any Subcontractors they directly hire meet the responsibility criteria for the Project at the time of subcontract execution. In addition to verifying the mandatory Bidder responsibility criteria listed above from RCW 39.04.350(1), the Contractor or Subcontractor must also verify that a Subcontractor possesses an electrical Contractor license, if required by Chapter 19.28 RCW, or an elevator Contractor license, if required by Chapter 70.87 RCW.

The Contractor shall include the language of this Section in each of its 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 verification requirements and responsibility criteria must be included in every Public Works subcontract, 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:
- 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;
- Have a current Washington Unified Business Identifier (UBI) number;

If applicable, have:



- Industrial Insurance (Worker's Compensation) coverage for the Subcontractor's employees working in Washington State, as required in Title 51 RCW;
- A Washington Employment Security Dept. number, as required in Title 50 RCW;
- A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- An electrical Contractor license, if required by Chapter 19.28 RCW;
- An elevator Contractor license, if required by Chapter 70.87 RCW.
- Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

3.6. Protection of Existing Property

The Contractor shall protect from damage all existing Library facilities, structures, curbs, sidewalks, equipment, improvements, utilities, located at or near the Work site which are not considered part of the Work to be performed under the Contract. Damages or losses that may occur shall be the responsibility of the Contractor, except those caused by the acts or omissions of FVRL. The Contractor shall promptly repair, at no cost to FVRL, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, FVRL may have the necessary Work performed and deduct or charge the cost back to the Contractor. Prior to beginning the Work, if required, the Contractor shall give proper notification, as required by RCW 19.122.030, to the agencies that have utilities in place and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and Structures.

3.7. Safety Standards

The Contractor agrees to comply with all Federal, State and local laws, ordinances, and regulations, as may be amended, which might affect those engaged in the Contract Work. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to, the following: Washington Industry Safety and Health Act of 1973 (WISHA); Federal Occupational Safety and Health Acts of 1970 (OSHA); WA State Department of Labor & Industries – Title 296 WAC; Utility company regulations; the National Electric Code (NEC); the National Fire Protection Association (NFPA) Standards; Environmental Protection regulations; etc. It shall be the Contractor's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, Part II of the Federal Register by the U.S. Department of Labor.

3.8. Special Reports

When an event of an unusual and significant nature occurs at the site, including an accident where personal injury or property loss is sustained, or where the event posed a significant threat of loss or personal injury, the Contractor shall prepare and submit a special report which shall list: chain of events, persons participating, response/action by Contractor's personnel, and evaluation of the results or effects and similar pertinent information. Submit special reports directly to the FVRL Project Manager within one (1) day of an occurrence. Submit a copy of the report to the Project Manager and other entities that are affected by the occurrence.



3.9. Working Drawings, Product Data, Samples and Other Submittals

A. The Contractor shall, with reasonable promptness, review, stamp with its approval, and submit all Working Drawings, product data, samples, and other items required by the Contract Documents, to the Project Manager for concurrence that the submittals conform to the design concept and the information given in the Contract Documents. By submitting such documents, the Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained with the submittal for accuracy and completeness, and with the requirements of the Work and the Contract Documents. The costs incurred by FVRL to review resubmitted Working Drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this paragraph.

B. Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk, and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. When resubmitting a submittal, the Contractor shall direct specific attention, in writing or on the re-submittal itself, to all revisions it has made. Drawings marked "subject to change" or the like will not be reviewed. FVRL is not required to review submittals that depend for their review on other submittals not yet submitted.

C. No portion of the Work requiring submittal of a Working Drawing, product data, or sample shall be commenced until the submittal has final approval by FVRL. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.

3.10. Record Documents

When requested, or upon completion of the Work, the Contractor shall furnish FVRL with Record Drawings and Specifications showing all deviations from the original (at the time of Bid submittal) Contract Documents. Drawings and Specifications shall show actual dimensions, locations, approved changes, options and alternates made during construction. Include type of equipment, make, model, serial number, and acquisition cost of installed capital equipment or other fixed assets. The Project Manager may use Record Drawings to verify the appropriate progress payment.

3.11. Administration and Supervisory Personnel

A. The Contractor shall be fully responsible to FVRL for the acts, errors and omissions of all its employees, agents, Subcontractors, lower tier Subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All Work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.

B. The Contractor shall always enforce strict discipline and good order among all workers on the Project and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor or at the express direction of FVRL.



C. The Contractor shall employ a General Superintendent and necessary assistants who shall attend the Project site during performance of the Work and shall supervise and direct the Work as per industry standard. The General Superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate in writing limits on the authority of the superintendent. Communications or notices directed or given to the General Superintendent shall be as binding as if given to the Contractor. The General Superintendent shall not be replaced without prior written notice to FVRL.

D. Within ten (10) calendar days of a written Notice To Proceed, the Contractor shall submit to FVRL a Critical Path Construction schedule, schedule of values, listing of its employees, consultants, and Subcontractors; naming persons and listing their telephone numbers.

3.12. General Guarantee and Warranties

A. The Contractor warrants to FVRL that all goods, materials and equipment furnished under this Contract will be of highest quality and new, unless otherwise specified by FVRL; free from liens, faults and defects and in conformance with the Contract Documents. All such materials and equipment shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. Upon the request of FVRL, the Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials and equipment.

B. The Contractor warrants to FVRL that all Work furnished will be of first quality and the workmanship will be the best obtainable in the various trades. The Work will be safe, substantial and durable construction in all respects; free from defective materials and faulty workmanship, and in conformance with the Contract Documents and the best construction practices acceptable. These provisions apply to Work done by Subcontractors and direct employees of the Contractor.

C. The Contractor warrants that all parts of the Work shall remain in perfect working order and condition for a minimum period of one (1) year after Final Acceptance by FVRL. All Work not conforming to these standards during the construction period, the warranty period, or within such longer period of time as may be prescribed by law, or by the terms of any other applicable warranty period specified or required by the Contract Documents, shall be immediately remedied at the Contractor's sole expense. The warranty provided under this paragraph shall be in addition to any other express or implied warranties for particular equipment or Work items indicated in the Contract Documents, and in addition to other rights or remedies available to FVRL under this Contract or at law. No provision in this Article shall be construed to limit the liability of the Contractor for Work not performed in accordance with the Contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law. Acceptance of any service and inspection incidental thereto by FVRL shall not alter or affect the obligations of Contractor or the rights of FVRL. Any defects shall be immediately remedied by the Contractor.

D. FVRL shall immediately give written notice to the Contractor of any defective goods or



services discovered within said warranty period. If the Contractor has not corrected the defect within thirty (30) calendar days after receiving the written notice, or FVRL determines the Contractor's corrective action is not satisfactory, FVRL, in its sole discretion, may correct the defects itself. In the case of an emergency where FVRL believes delay would cause serious injury, loss or damage, FVRL may waive the written notice and correct the defect. In either case, the Contractor and its Surety are responsible for all expenses incurred and FVRL will charge-back the cost for such warranty repair to the Contractor, including shipping charges, regardless of who actually corrects the defect.

E. The Contractor shall further make good all damage to the Project site, or equipment or contents thereof which, in the opinion of FVRL, is the result of the use of materials, equipment or workmanship which is inferior, defective, or not in accordance with the terms of the Contract; and shall make good any Work or materials, or the equipment and contents of building, Structures, or site disturbed in fulfilling any such warranty.

F. Upon completion of the Work, the Contractor shall furnish to FVRL any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any equipment or materials; provided such guaranty or warranty shall be in addition to those specific requirements for particular equipment or Work items indicated elsewhere in the Contract Documents. The Contractor will maintain copies of all warranty information and shall cooperate with FVRL to immediately facilitate any warranty related Work to satisfactorily repair the condition, correct the defect, error, or non-conformity at the Contractor's sole expense.

G. All extended warranties provided by a manufacturer or vendor must be passed on to FVRL, without exception. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to FVRL by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under this Contract. Required repairs not covered by the Manufacturer's Warranty because of the Contractor's deviation of the methods will be made by the Contractor at no expense to FVRL. If the Contractor charges FVRL for a replacement part that the Contractor actually received at no cost under a warranty, the Contractor will rebate FVRL the amount billed.

H. If the Contractor performs Work at the job site under these warranty provisions, the Contractor shall furnish insurance coverage therefore as specified in the Contract Documents. Prior to beginning such Work, the Contractor shall furnish certification of insurance satisfactory to FVRL.

I. The Contractor further warrants that no violation of any Federal, State or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods.

J. The Contractor's warranty responsibilities shall survive delivery, inspection, acceptance of the goods or services, and Contract termination. Neither Final Acceptance, or partial or entire use or occupancy of the Work (Substantial Completion), by FVRL shall constitute an acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials and workmanship.



K. Warranties shall not apply to Work or materials that have been abused or neglected by FVRL. Abuse means damage or degradation resulting from accidents, deliberate actions or omission other than normal wear and tear of the user. The FVRL Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.

3.13. Prevailing Wage and Federal Labor Standards Requirements

A. **Prevailing Wage Rates:** In accordance with RCW 39.12 and the federal Davis-Bacon and Related Acts, all laborers, workers, and mechanics performing any part of this Contract (whether employed by the Contractor, Subcontractors, or lower-tier Subcontractors) shall be paid not less than the higher of (a) the Washington State prevailing wage rates for Klickitat County or (b) the federal Davis-Bacon wage determination included in the Contract Documents. The applicable federal wage determination is General Decision WA20260031, Building, Klickitat County, Modification No. 1 dated 05/18/2026. FVRL will recheck the applicable federal wage determination approximately ten (10) days prior to Bid Opening; any applicable modification issued before that deadline will be incorporated by Addendum. The applicable state prevailing wage rates are those in effect on September 1, 2026 (Bid Due Date) and remain in force for the duration of the Contract. The Contractor shall post wage rate information at the job site, submit weekly certified payroll reports, and comply with federal labor standards provisions (HUD-4010), the Copeland Act, and the Contract Work Hours and Safety Standards Act. In compliance with the Contract Work Hours and Safety Standards Act, all laborers and mechanics shall receive overtime compensation at a rate not less than one and one-half times their basic rate of pay for all hours worked in excess of 40 hours in any workweek, and all labor classifications reported on certified payrolls must align with applicable federal and Washington State wage classifications.

B. **Washington State Prevailing Wages:** May be found at the website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>, **Klickitat County, effective date September 1, 2026.** FVRL does not imply or warrant that the Contractor will find labor available at those rates.

C. **Intent and Affidavits:** No payment will be made on this Contract until the Contractor and each and every Subcontractor, regardless of tier, has submitted to FVRL a “*Statement of Intent to Pay Prevailing Wages*” that has been approved by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). No release of retainage will be made until the Contractor and each and every Subcontractor has submitted to FVRL an “*Affidavit of Wages Paid*” that has been approved by L&I’s Industrial Statistician. A receipt from L&I for filing these required prevailing wage documents is not an approval.

D. **Filing Requirements:** Intent and Affidavit forms shall be submitted electronically with Labor and Industries to expedite verification of submittal; however, FVRL will accept copies of approved forms submitted through paper procedures. In compliance with WAC 296-127, the Contractor agrees to pay L&I the appropriate processing fee for each Intent and Affidavit submitted to that Department for certification. All costs associated with such fees shall be included in the Bid Price as part of the fixed costs of overhead for this Contract, including any anticipated sub-contractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount.

E. **Certified Payrolls:** The Contractor shall submit certified payroll reports for itself and all



subcontractors in accordance with both Washington State prevailing wage requirements and applicable federal Davis-Bacon labor standards. Weekly certified payrolls shall be submitted through the Washington Department of Labor and Industries (L&I) online portal. FVRL will review certified payrolls for compliance, including underpayments or other issues, and the Contractor shall promptly resolve any identified issues. The City of Goldendale and CDBG administrator/Commerce may request copies of certified payrolls and related payroll review documentation for their records.

F. **Posting of Notices:** The Contractor shall post the applicable prevailing wage rates in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020, and shall include:

1. Contractor's registration certificate number;
2. The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020; and
3. The estimated number of workers in each classification.

3.14. Contract Bonds

A. In the event the Surety becomes unacceptable to FVRL during the course of the Contract Work, or FVRL deems the Surety or Sureties to be inadequate, it may, upon written request and at the Contractor's cost and expense, require the Contractor to furnish bonds from another Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

B. **Payment Bond:** The penal amount of the Payment Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor's payment of all Subcontractors and suppliers, taxes imposed under Title 82 RCW.

C. **Performance Bond:** The penal amount of the Performance Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor faithfully performing all of its obligations under this Contract within the time prescribed therein.

D. FVRL may require additional bond protection if the Contract Amount is increased. The increase in protection shall equal one-hundred percent (100%) of the increase in Contract price. FVRL may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

3.15. Retainage

A. For each payment made to the Contractor, an amount equal to five percent (5%) of the total pre-taxed amount earned by the Contractor shall be retained, including any additions or deletions by Change Order. Such amounts shall be withheld by FVRL for forty-five (45) days following the date of Final Acceptance or until any liens filed under RCW 60.28 are settled, whichever is later.

B. **Options for Withholding:** In accordance with RCW 60.28.011, the Contractor shall inform FVRL as to how monies may be retained by FVRL by selecting one of the following options on FVRL's "*Declaration of Option For Management of Statutory Retainage*" form: 1) Deposited in a



non-interest bearing account; 2) Deposited in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or 3) Placed in escrow with a bank or trust company.

C. **Optional Retainage Bond**: The Contractor may furnish FVRL, at the Contractor's cost and at FVRL's option, a retainage bond of five percent (5%) of the Contract amount to be held in lieu of actual retainage. The bond shall be issued by a corporate Surety acceptable to FVRL and licensed to do business in the State of Washington. In the event the Surety becomes unacceptable to FVRL during the course of construction, the Contractor shall, upon FVRL's written request and at the Contractor's sole cost and expenses, obtain a retainage bond from another Surety acceptable to FVRL.

3.16. Payment

A. Total payment shall not exceed the Contract Amount unless authorized herein by a written Change Order. Excluding retainage and providing an L&I approved "*Statement of Intent to Pay Prevailing Wages*" for the Contractor and every Subcontractor has been received by FVRL, payment shall be made within thirty (30) days after FVRL's acceptance and approval of a properly executed invoice for Work completed. Incorrect invoices will be subject to rejection or correction. Pre-payments are not permitted.

B. **Payment Requests**: Payment requests, including schedules, for the preceding month shall be submitted by the Contractor to the Project Manager for review and certified approval prior to FVRL making any payment to the Contractor. Any subsequent changes shall be submitted at least twenty (20) days before the applicable request for payment using the agreed schedules. After the Project Manager reviews the Contractor's pay request, a Certificate for Payment will be issued to FVRL to make payment within thirty (30) days of approving the invoice. Upon request of a Subcontractor, the Project Manager will furnish, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Project Manager and FVRL on account of portions of the Work done by such Subcontractor.

C. **Progress Payments**: FVRL shall make monthly progress payments for Work performed by the Contractor. Progress payments will be based upon an agreed upon Schedule of Values, schedule of payments, critical milestones and any performance metrics. A breakdown of the Contract Amount shall be provided in enough detail to facilitate continued evaluation of applications for payment and progress reports. Payments will be reduced by five percent (5%) for retainage; Contractor invoices will reflect the retainage reduction.

D. **Prompt Payment of Subcontractors**: The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than ten (10) days after the Contractor's receipt of payment for that Work from FVRL. In addition, the Contractor is required to return any retainage payments to those Subcontractors within ten (10) days after the Contractor receives the applicable retainage from FVRL, provided the Subcontractor's Work related to this Contract has been satisfactorily completed and any applicable liens have been secured. Any delay or postponement of payment from the above time frames may occur only for



good cause following written approval of FVRL.

E. **Final Payment:** Shall be the release of the retained percentage to the Contractor. Retainage shall be released in accordance with Section 3.15 and Chapter 60.28 RCW, provided that FVRL has received the following:

1. An “*Affidavit of Wages Paid*” for the Contractor and every Subcontractor as approved by the Industrial Statistician of the Department of Labor and Industries.
2. A release of liability from the WA State Department of Labor and Industries (L&I), WA State Department of Revenue (DOR), and the Employment Security Department (ESD), or any claims that have been paid from L&I or DOR, whichever comes first.
3. Lien releases for the Contractor and each Subcontractor and supplier who performed Work and provided supplies and materials for the Project. These conditional releases will be submitted to FVRL as soon as practical after completion of the Work. FVRL may provide release forms to the Contractor for distribution. If a lien claimant refuses to furnish a release, FVRL may withhold funds to defray the cost of lien foreclosure and to pay attorney’s fees in an amount no less than 150% of the lien amount.
4. Satisfaction of any lien claims or unpaid claims FVRL may have against the Contractor or, where applicable, the consent of the Surety to release retainage. In the event a claim is filed against the retainage, the Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

F. Payment does not in any way relieve the Contractor from its responsibility for the Work or to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of any payment does not constitute a waiver of FVRL’s right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of FVRL. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

3.17. Claims

In the event a claim is filed against the retainage, Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

3.18. Delays – Responsibility

In the event of delay to the Contractor in performing the Work resulting from the conduct or lack of conduct by FVRL or their Contractors, officers, employees, agents; or resulting from delay or failure of FVRL in making the site available; or in furnishing any items required to be furnished to the Contractor pursuant to the Contract Documents; or resulting from changes to the Project ordered by FVRL; or resulting from:

1. Extraordinary conditions of weather shall not be deemed extraordinary if they fall within two



standard deviations from the mean of data recorded for the Goldendale, Washington area over the last twenty (20) years. To preclude the difficulties of actual measurement, the parties hereto agree that weather data at the site shall be deemed to be the same as that measured by the nearest applicable National Weather Service/NOAA weather station for Goldendale, Washington,

2. War or national conflicts or priorities arising therefrom,
3. Fires beyond the reasonable control of the Contractor,
4. Acts of God,
5. Strikes or other labor disruptions, except for the first five working days of any strike or labor disruption,
6. Any other causes beyond the Contractor's reasonable control (but not including delays caused by the Contractor, Subcontractors of any tier or suppliers); and for no other cause or causes,
7. Epidemic/Pandemic.

The Contractor shall be entitled to an extension of time, and cost as appropriate, with regard to the time for completion of the Project and only by the amount of time the Contractor is actually delayed thereby in the performance of the Project, provided notice is given and claim is made, both as hereinafter provided. It shall be Contractor's burden to prove that a delay exists for which an extension of time is allowable.

3.19. Suspension of Work

The Project Manager may direct that all or any part of the Work be suspended for such time period as the Project Manager deems proper because of unsuitable weather or other conditions beyond the control of FVRL and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the Project Manager. Such suspension of Work shall not be grounds for a claim by the Contractor for an increase in the Contract Amount; however, Contract Time may be adjusted in accordance with the provisions herein unless the Project Manager concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension. FVRL may also suspend Work for its convenience and without cause, after giving the Contractor ten (10) days written notice. In the event such suspension causes a change in the Contractor's cost or time of performance of the Work, the Contractor shall be entitled to make a claim for a change in Contract Time and Contract Amount as set forth elsewhere herein.

3.20. FVRL'S Right to Stop Work

If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work, or fails to comply with any other directive issued by FVRL, FVRL may order that the Contractor stop all or any portion of the Work until the cause for such order is eliminated. In the event of an order to stop Work, the Contractor shall not be entitled to any increase in the Contract Time or Contract Amount, nor to any damages or relief from liability, on account of such order to stop Work.

3.21. Disruptions Caused by Labor or Other Disputes

A. The term "dispute" as used in this paragraph includes labor-related and non-labor-related disputes, whether or not the persons or other entities involved in the dispute have an



employment relationship with either the Contractor or FVRL. Examples of such disputes include, but are not limited to: informational or other picketing, and all other forms of concerted or non-concerted activity. The Contractor shall pay all attorneys' fees and expenses incurred by FVRL in establishing and enforcing FVRL's rights whether or not suit was instituted.

B. The Contractor shall take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the Contractor, its Subcontractors and lower tier Subcontractors, suppliers, or other persons performing any of the Work, from disrupting the Project or otherwise interfering with access to FVRL property by FVRL, its agents, employees, tenants or employees thereof, or other Contractors engaged on or near the site of the Project. If such a dispute disrupts the Project or interferes with access to FVRL property, the Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to:

1. Utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to FVRL property;
2. Policing entrances to assure that only authorized personnel may use the same;
3. Posting notices or signs which advise interested persons and labor organizations that a particular entrance to FVRL property is for the employees of "primary" or, as the case may be, "neutral" employers;
4. Notifying all interested labor organizations or the "primary" or "neutral" status of particular entrances;
5. Upon request of FVRL, altering or rerouting the access to the Project;

C. In the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or Contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental FVRL or State or Federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers. FVRL will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, FVRL shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the interests of FVRL and those of its tenants and other Contractors.

D. The foregoing actions to be taken by the Contractor are the Contractor's primary responsibility. Neither the failure of FVRL to request the Contractor take a specific action, nor the exercise by FVRL of its rights under this paragraph, shall modify, constitute a defense to, or waiver the obligations imposed upon the Contractor in this paragraph. Failure to take the action described above or to comply with the directives of FVRL shall be considered a material breach of the Contract.



3.22. Changes in The Work and Change Orders

A. Change Orders shall be the only acceptable way to modify the Contract Amount or Contract Time. No oral statement by any person shall change or modify the Contract. Should any changes to the Contract Work be required, the Contractor or FVRL shall refer same to each other before Work which deviates from the original requirements is started. All mutually agreed upon changes must be made in writing, on a form or format acceptable to FVRL, and incorporated into the Contract Documents through the execution of a Change Order by FVRL's Project Manager, which shall provide for any increase or decrease in the Contract Time, Contract Amount, or both as caused by such change. Such changes shall not invalidate or nullify any portion of the Contract Documents nor release the Contractor's Surety. In event of disagreement on the necessity of such changes, FVRL's decision shall be final.

B. **Contractor Requested Changes:** Any other written or oral direction, instruction, interpretation or determination (collectively, "order") from any source that the Contractor believes may cause any change in cost, in time, or both, shall be treated as a Change Order under this clause; provided that the Contractor gives FVRL written notice within five (5) calendar days of having known of the occurrence of the event giving rise to the change. The notice must state the date, circumstances, cost details, time implications, source of the order and a certification that the Contractor regards the order as a necessary change. The Contractor's Change Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Amount and/or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption to schedule, or loss of efficiency or productivity occasioned by the Change in Work.

C. **Owner Directed Changes:**

1. FVRL may make at any time during the Work, without notice to the Surety and by written order designated or indicated to be a Change Order, any changes in the Work within the general scope of the Contract, including but not limited to the following:
 - a. Deleting any part of the Work;
 - b. Increasing or decreasing quantities;
 - c. Altering Specifications, designs, or both;
 - d. Altering the way Work is to be done;
 - e. Adding new Work;
 - f. Altering FVRL-provided facilities, equipment, materials, services, or sites; or
 - g. Directing acceleration or delay in the performance of the Work.
2. For any change requested by FVRL, the Contractor shall submit to the Project Manager, within seven (7) calendar days of FVRL's request, a detailed price and time schedule proposal supported with documentation that reflects all cost and time related impacts on the Contract. The proposal shall be prepared in accordance with provisions hereunder and shall include a complete breakdown of direct costs of both deletions and additions directly attributable to the proposed change in the Work.



3. Any Field Directive, response to Requests for Information (RFI), or other written directive, interpretation, instruction or determination (hereinafter referred to as “Direction”) provided by FVRL’s Project Manager, is not considered a Change Order or a change to Contract requirements and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price, Contract Time, or both.

D. **Cardinal Change:** Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a “Cardinal Change” and will not be permitted regardless of whether or not the change is “in-scope” or a significant change. For purposes of this Contract, a significant change is when the character of the Work as altered differs materially in kind or nature from that originally included in the solicitation.

E. **Time Extension:** Requests for a time extension shall only be limited to the effect on the Critical Path of the Contractor’s approved Progress Schedule attributable to the change or event giving rise to the request. As used herein, “Critical Path” means the longest, continuous sequence of interrelated activities that begins on the date FVRL issues a Notice To Proceed and extends to Substantial or Final Completion of the Project.

1. To be considered, the request shall be in sufficient detail to enable the Project Manager to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) Had a specific impact on the Critical Path, and except in cases of concurrent delay, was the sole cause of such impact; and (2) Could not have been avoided by resequencing of the Work or by using other reasonable alternatives.
2. Evaluating any request, the Project Manager will consider effective Contractor use of time from the Notice to Proceed up to the point of the delay and the effect the delay has on completion times included in the Specifications or Scope of Work. The Project Manager will evaluate and respond within seven (7) calendar days of receiving the request.
3. The authorized time for Physical Completion will be extended for a period equal to the time the Project Manager determines the Work was delayed because of: Adverse weather, providing the Project Manager had not already declared the time to be unworkable and the Contractor has filed a written protest according the provisions herein; Any action, neglect, or default of FVRL, its officers, or employees, or of any other Contractor employed by FVRL; Fire or other casualty for which the Contractor is not responsible; Strikes; and Any other conditions for which these Specifications permit time extensions.

F. **Equitable Adjustment:**

1. Except as specifically provided for herein, the Contractor is not entitled to an equitable adjustment, and FVRL will have no obligation or liability, on account of a change in the Work that is not made through a properly executed Change Order. The method of how a Change Order will be priced, be it negotiated lump sum or unit price, is solely at FVRL’s discretion. Nothing in this Section shall be deemed to require a change in the Contract Amount when additional, extra, or changed Work is the result of an estimating,



contracting or engineering error by the Contractor. In no event shall the Contractor be entitled to compensation for the loss of anticipated profits on deleted, terminated, or uncompleted Work or consequential damages of any kind. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

2. If any change under this provision causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly, provided; however, that except for claims based on defective Specifications, no claim for any Contractor requested change shall be allowed for any costs incurred more than seven (7) calendar days before the Contractor gives proper written notice as herein required; and provided further, that in the case of defective Specifications for which FVRL is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.
3. If the Contractor intends to assert a claim for an equitable adjustment under this paragraph, it must, within seven (7) calendar days after receipt of a written Change Order by FVRL, or the furnishing of a written notice to FVRL, submit to FVRL a written proposal ("**Change Request**") further setting forth the general nature, time implications, monetary extent of such claims, and a certification that the Contractor regards the order as a necessary change, unless this period is extended by FVRL. The Contractor may request, in writing, an extension in time to submit the Change Request.
4. The Contractor's Change Request shall include detailed price calculations for the proposed change, which shall itemize the cost of all labor, materials, equipment, and any other allowable direct costs for the Contractor and, further, shall be accompanied by the signed Bids of any Subcontractors or suppliers who will perform any portion of the change in the Work or will furnish materials or equipment for incorporation therein. Each labor classification shall be broken out in detail. Any aggregate labor total will NOT be acceptable. The Contractor's Change Request shall also show as a separate item, the proposed amount for markup, contingency, overhead and fee. No allowance for increasing the bonds will be made. The same level of detail required for the Contractor's Change Request shall be included in all Subcontractor quotations.
5. Overhead and profit percentage markups shall not exceed those specified as allowed under this Section and shall be deemed to cover all costs and expenses of any nature whatsoever, including without limitation those for general condition items such as clean-up, protection, supervision, estimating, field operations, small tools and security, which the Contractor or any of its Subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Section. The parties agree and acknowledge that the adjustments to Contract Amount and Contract Time, if any, contained in a Change Order shall constitute the total and complete compensation and remedy for the Change in the Work, including any effect of the individual change and any cumulative effects



prior to Change Orders on the Work as a whole, and all direct and indirect costs of whatsoever kind or nature, including, without limitation, overhead, extended overhead, profit, impact costs, ripple costs, delay costs, inefficiency costs, and all other special, incidental and consequential damages.

6. Upon receipt of the Contractor's fully documented Change Request, FVRL may accept or reject the Request, request further documentation, negotiate acceptable terms with the Contractor, or inform the Contractor that additional time is needed to evaluate the Change Request. Under such circumstances, FVRL will identify a date certain when a decision on the Change Request will be made. For any Change Request which has merit, FVRL will initiate a written Change Order to the Contract. If FVRL and the Contractor reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, such agreement shall be incorporated into a Change Order and signed by both parties. This bilateral Change Order shall represent full and complete payment, time adjustments, and final settlement of all changes and claims for direct, indirect, and consequential costs, including cost 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 bilateral Change Order.
7. If the change in the Work will result in a decrease in the Work to be performed on the Project, the Contract Amount will likewise be decreased by an amount equal to the estimated cost of the Work as contained in the Contractor's or Subcontractors' underlying Bid, Bid, or Schedule of Values. Further, if such decrease in the Work will result in a decrease in the time required to complete the Project, then the Contract Time will be reduced by the length of time fairly attributable to such decrease in the Work.
8. If FVRL and the Contractor are unable to reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, the Contractor may request in writing, at any time, a final offer from FVRL. FVRL shall provide the Contractor with its written response within thirty (30) calendar days of the Contractor's request. FVRL may also provide the Contractor with a final offer at any time. If the Contractor rejects FVRL's final offer, or the parties are otherwise unable to reach agreement, the Contractor's only remedy shall be to file a claim as provided in the claims section.

G. **Unilateral Change Order:** If FVRL and the Contractor are unable to reach an agreement concerning adjustment in the Contract Amount or Contract Time caused by a change in the Work, FVRL may unilaterally issue a Change Order in its sole discretion without invalidating the Contract and without notice to the Surety, implementing changes within the general scope of the Contract and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as FVRL deems appropriate and the Contractor shall promptly and diligently perform the Work in the most efficient, economical, and workmanlike manner, consistent with the best interest of FVRL, and shall not slow or stop the progress of the Work pending resolution of any such disputes. The Contractor shall be entitled to seek compensation in the Contract Amount or Contract Time to the extent directly caused by the change in Work. If the Contractor disagrees



with the adjustment in Contract Price or Contract Time as indicated in the Unilateral Change Order, it may file a claim as outlined in this document. Unless FVRL agrees in writing to the contrary, the Contractor shall only be permitted to perform changes in the Work with its own forces if the Contractor was the entity that performed, or was contemplated to perform, the original Work of the trade in question.

H. Differing Site or Changed Conditions:

1. In the event the Contractor encounters: (1) pre-existing subsurface or latent physical conditions at the worksite which differ materially from those indicated in the Contract Documents; (2) unknown physical conditions of an unusual nature at the worksite which differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, or (3) physical conditions have changed since the site walk, and such conditions cause an increase in Contractor's cost or time of performance, the Contractor may be entitled to an equitable adjustment in the Contract Time, Contract Amount, or both.
2. The Contractor shall promptly notify the Project Manager orally of such encounter and, no later than seven (7) calendar days after having known of the occurrence and before the conditions are disturbed, the Contractor shall furnish FVRL written notice of the changed conditions or other conditions for which an equitable adjustment in Contract Amount or Contract Time is desired.
3. If such notice is not given prior to the condition being disturbed, or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Amount, or such condition is disturbed before FVRL directs the Contractor to proceed with the Work despite the condition, FVRL's right to address the changed conditions will be deemed to be prejudiced and the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different Work (including labor, materials and equipment) required because of such condition. Oral notice alone by the Contractor to FVRL's Project Manager, regarding such condition shall not be adequate to avoid such waiver.
4. Upon receiving the Contractor's written notification, FVRL shall promptly investigate the worksite conditions and if the Project Manager determines that conditions exist which entitle the Contractor to an equitable adjustment in the Contract Amount to account for performance of the Work involved, and the additional Contract Time, if any, required to perform such Work, whether or not changed as a result of the conditions, then an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Project Manager will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.
5. If FVRL determines that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final. If the parties are unable to agree on an equitable adjustment, FVRL may nevertheless issue a Unilateral Change Order directing the Contractor to perform the changed Work pursuant to the paragraph below.



I. Contractor's Obligation to Proceed:

1. A request by FVRL's Project Manager, to the Contractor for a change proposal shall not constitute authorization for the Contractor to proceed with any such proposed change in the Work, nor shall such request justify any delay in the performance of existing Work. Pending agreement on the terms and conditions of any Change Order in writing, FVRL's Project Manager may direct the Contractor to proceed immediately with the Work in question, in which event the Contractor shall promptly and diligently proceed with any changed Work, in accordance with the Contract Documents, so as to avoid delay and minimize any increase in the time required for performance of the Work. The Contractor shall keep daily records of the costs incurred in connection with such Work and submit daily timesheets to FVRL accordingly. The Project Manager's action in approving timesheets submitted by the Contractor shall not be construed as acceptance of the Contractor's position regarding the need for the magnitude of an equitable adjustment for such Work. An inadvertent payment made by FVRL for Work not specifically authorized in writing by FVRL shall not constitute evidence or acknowledgement of FVRL's liability for such payment.
2. Subject to Sections above, no later than thirty (30) calendar days from the "Satisfactory Completion" of any additional Work, the Project Manager shall prepare and issue to the Contractor either an agreed upon Bilateral Change Order or Unilateral Change Order, including any adjustment in the Contract Amount, Contract Time, or both. As used herein, "Satisfactory Completion" means that the Project Manager shall have confirmed in writing that all tasks have been completed to the reasonable satisfaction of FVRL, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion. In no event shall the Contractor proceed with any change in the Work until it has obtained a fully executed Change Order from the Project Manager to proceed.

3.23. Claims Procedure for Change Orders

The Contractor accepts all requirements of a Change Order by: 1) endorsing it, 2) writing a separate acceptance, or 3) not protesting in the way this Section provides. A Change Order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including but not limited to that for labor, materials, equipment, overhead, fee (profit), costs of delays, and damages (direct or indirect), or any other claim for damages of any kind or nature, if any, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Project Manager any written or oral order, including directions, instructions, interpretations, and determinations.

If the Contractor disagrees with any of the terms of a Change Order, the Contractor shall give immediate oral notice of protest to the Project Manager, prior to performing the Work, and shall submit a written protest within ten (10) calendar days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the



change. When protest of a Change Order relates to compensation, the Contractor shall keep full and complete records of the cost of such changed Work and shall permit FVRL to have access to those records as requested to enable FVRL to evaluate the merits of the protest.

A protest shall not relieve the Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Amount or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the Project Manager to be followed by written protest as required herein.

Within fourteen (14) calendar days of the Project Managers receipt of written notice above, the Contractor shall provide the following details:

1. A detailed factual statement of the claim for a change in the Contract Amount and Contract 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 or agent or consultant of FVRL knowledgeable about the claim;
4. The specific provisions of the Contract Documents which supported 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 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 (time impact analysis);
8. If an adjustment in the Contract Amount is sought, the exact amount sought and a breakdown of that amount; and
9. A statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the 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 Amount or Contract Time for which the Contractor believes FVRL is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification.
10. A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and all subcontractors and suppliers of any tier are entitled.

FVRL shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not



recoverable from FVRL. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.

3.24. Final Inspection

If the Contractor does not expeditiously proceed with correctional completion of the listed deficiencies identified in the Final Inspection, FVRL may, in its sole discretion, remove such items from the Scope of Work by Change Order. In such instance, FVRL may choose to: 1) have the Work performed by another Contractor with the cost of such Work to be deducted from the amount due the Contractor or claimed against the retained percentage, or 2) accept a credit for the uncompleted Work to be deleted by Change Order, with the amount of the credit to be negotiated between the parties. The costs incurred by FVRL to conduct re-inspections of uncompleted Punch List items may be offset from any monies due the Contractor. The rights provided FVRL under this Section shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

3.25. Final Completion and Final Acceptance

Final Completion: Shall mean final approval of the Project only in that the Contract Work has been physically performed, cleaned up, and completed in accordance with the Contract terms and conditions; however, the Contractor may still have Punch List items to complete and Record Documents, warranties and other documents to submit to FVRL.

Final Acceptance: Shall mean that the Project is complete in accordance with the Contract Documents AND has been performed to the full satisfaction of FVRL. Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. FVRL shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for same. A *"Certificate of Final Completion and Final Acceptance"* will be issued by FVRL provided that:

- The physical Work on the Project is complete and the Contractor has satisfactorily demobilized.
- All temporary locks, keys or other items loaned or signed-out to the Contractor, Subcontractors, suppliers and vendors are returned to FVRL.
- Project Record Documents, drawings, manuals, and warranties have been submitted to FVRL and approved by the Project Manager.
- Outstanding claims are settled, or are identified in writing by the Contractor as unsettled at the time of application for Final Payment.
- An invoice representing 95% payment of the Contract Amount, less any progress payments, has been requested.
- FVRL's Project Manager approves Final Acceptance.

The date of Final Acceptance further marks the start of the forty-five (45) day waiting period for any liens or claims against the Contractor's retainage before releasing the retained funds. Final Acceptance may not be given if any claims previously made in writing and identified by the Contractor, a Subcontractor, or material supplier remain unsettled at the time of the Contractor's application for Final Payment.



Neither Final Completion nor Final Acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect FVRL against any claim or loss resulting from the failure of the Contractor or its Subcontractors to pay all laborers, mechanics, Subcontractors, suppliers, or any industrial insurance and medical aid required under Title 51 RCW.

3.26. Project Closeout

In addition to any Contract close-out requirements stated elsewhere in the Contract Documents, the Contractor shall submit to FVRL, upon Final Acceptance of the Work, the following items:

- A. An L&I approved "Affidavit of Wages Paid" for Prime and all Subcontractors.
- B. An invoice representing 5% Final Payment for retainage.
- C. Certificate of payment of State excise taxes, if applicable.
- D. Release of any outstanding claims.

3.27. Forfeiture of Contract

Should the Contractor, at any time, refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, FVRL may, at its option, after giving ten (10) calendar days written notice to the Contractor, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this Contract. In the event of such refusal, neglect, or failure, FVRL may, by written notice to the Contractor and its Surety or its representative, or if the Contractor abandons the Work undertaken under the Contract, FVRL may, at its option with such written notice to the Surety and without any written notice to the Contractor, transfer the employment of said Work from the Contractor to the Surety. Upon receipt of such notice, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under this Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the material therefore, without termination of the continuing full force and effect of the Contract.

In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering the Work subsequently performed under the terms of the Contract and according to the terms hereof, without any right of the Contractor to make any claim for the same or any part thereof. In lieu of the foregoing, if FVRL so elects, it may terminate the employment of the Contractor for said Work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of completing the Work included under the Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the materials therefore. In case of the discontinuance of employment by FVRL as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this Contract until the Work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by FVRL in finishing the Work, and all damages sustained or which may be sustained by FVRL by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by FVRL



to the Contractor. If such expense and damages shall exceed the unpaid balance, the Contractor and its Surety and each thereof shall be jointly and severally liable therefore to FVRL and shall pay the difference to FVRL.

Notwithstanding the foregoing, FVRL, in the event of the Contractor's breach of the Contract, reserves the right to terminate the Contractor and exercise any and all remedies at law or in equity.

3.28. Claims

A "claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. All claims shall be made in writing. The responsibility to substantiate claims shall rest with the party making the claim.

A. **Notice of Intent to Claim:** It is an express condition of the Contractor's right that to make a claim, or to receive any recovery or relief under or in connection with the Contract, the Contractor must submit a written "Notice of Intent to Claim" to FVRL within seven (7) calendar days of the Contractor having known of the event, or commencement of the event giving rise to the claim. If the event or occurrence is claimed to be an act of omission of FVRL, notice shall be given prior to the commencing of the portion of Work to which such alleged act or omission relates. The written "Notice of Intent to Claim" shall set forth: 1) the reasons for which Contractor believes additional compensation will or may be due; 2) the nature of the costs involved; 3) the Contractor's plan or action for mitigating such costs; and 4) if ascertainable, the amount of the potential claim. Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against FVRL.

B. **Written Claim:** Within ten (10) calendar days of FVRL's receipt of the written Notice of Intent to Claim, the Contractor shall provide FVRL, at a minimum, the following details:

1. The date and a detailed description of the event giving rise to the Claim;
2. A detailed statement of the nature of all impacts to the Contractor and all others, if any, affected by the Claim event;
3. A detailed breakdown and calculation of the amount of the adjustment in Contract Amount, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
4. A detailed explanation of the amount of the adjustment to Contract Time, if any, sought by the Contractor, together with Critical Path Method (CPM) schedule analysis showing the claimed impact on the Project completion date asserted by the Contractor;
5. A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and
6. A statement of all provisions of the Contract Documents upon which the Claim is based.

The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the



Contract. FVRL will continue to make proper payments for Work items that are undisputed and in accordance with the Contract.

The Contractor and FVRL acknowledge and agree that this Section has been specifically negotiated and they hereby waive all claims against each other for the following damages that may arise out of or relate to this Contract and Project, incurred by the Contractor (and those for whom the Contractor is responsible) for principal or home office expenses including, without limitation, the compensation of personnel stationed there, for losses of bonding capacity, and for loss of profit other than anticipated profits arising directly from Work performed.

C. **Time and Schedule:** If the Contractor claims entitlement to an extension of time to complete the Project, it shall be the Contractor's responsibility to prove that the delay in completion of the Project was caused specifically by a delay in a portion of the Project that was on the critical path of the approved Progress Schedule. Each Claim must be submitted in writing no later than seven (7) calendar days after the delay occurs and shall be accompanied by a revised Progress Schedule reflecting the effects of the delay and Bids to minimize these effects. If no Progress Schedule has been submitted to FVRL reflecting conditions prior to delay for which relief is sought, then a Progress Schedule so reflecting these conditions shall be prepared and submitted with the Claim.

D. **Additional Records and Audit:** The Contractor shall be responsible to furnish, when requested by FVRL, such further information and details as may be required to determine the facts or contentions involved in said Claim. The Contractor agrees to give FVRL access to account books, records or other materials relating to the Work and shall cause its Subcontractors to do the same so that FVRL can investigate such Claim. The right of audit shall continue throughout the claims and/or dispute processes described herein. Depending upon the grounds for relief and the nature of the relief sought, additional submittals and conditions upon submitting claims may be required, as set forth elsewhere in the Contract.

E. **Review Timeframe:** FVRL shall be entitled to reasonable time, in no case more than thirty (30) calendar days, after it receives the written Claim accompanied by proper supporting documents and evidence, in which to investigate, review and evaluate such Claim. When FVRL has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it has found the Contractor to be entitled. Should the Contractor not be satisfied with FVRL's findings, the disputes resolution process outlined in the Contract may be used within fourteen (14) calendar days after being so advised thereof. The Contractor shall submit written notice of a dispute within this fourteen (14) day period. In no event shall claims be made after Final Payment is made under the Contract completion provisions. A claim will cease to be a claim if, at any time, a Change Order or Contract Amendment resolving the issue is signed by both parties.

3.29. Audit of Records

Original accounting records and all other relevant records pertaining to the Work performed under this Contract by the Contractor shall be open to inspection and audit by representatives of FVRL, the City of Goldendale, the Washington State Department of Commerce, the State Auditor, HUD, and other authorized state or federal officials during the Contract Time and for a period of



not less than six (6) years after the date of Final Acceptance or Contract termination, unless a longer retention period is required by law, grant requirements, audit, claim, or litigation. The Contractor shall retain such records for that period. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of FVRL and other authorized state or federal officials on the same terms and conditions as the records of the Contractor.

FVRL shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. If an audit is to be commenced more than ninety (90) days after Final Acceptance, the Contractor will be given reasonable notice of the time when such audit is to begin. The Contractor agrees that no claim shall be made against FVRL for the Work described herein unless the Contractor makes available to FVRL all records to be maintained in accordance with this subparagraph.

-END OF SECTION 3-



4. Form Of Contract (Agreement)

Public Works Construction Agreement

For The

Goldendale Community Library Elevator Replacement Project

PARTIES:

Owner

Fort Vancouver Regional Library District

2018 Grand Blvd

Vancouver, WA 98661

Contractor

INSERT

ADDRESS

THIS AGREEMENT is made and entered into this _____ day of _____ (month), 2026 by and between the Fort Vancouver Regional Library District, hereinafter called "FVRL" or "OWNER", _____, hereinafter called the "CONTRACTOR".

In consideration of the terms and conditions contained herein, and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. **Scope of Work:** The Contractor shall diligently perform all Work and furnish all tools, materials, and equipment for the complete modernization or replacement of one hydraulic elevator serving three floors at the Goldendale Community Library, as further described in Section 8 (Scope of Work), including all associated electrical, HVAC, painting, access, fire alarm, fire sprinkler, ADA-accessibility, and other modifications necessary for a fully operational, code-compliant elevator.

2. **Contract Documents:** This Agreement; the ITB #2026-002 in its entirety (Advertisement, Instructions to Contractors, General Provisions, Form of Contract, Bid Form, Subcontractor Form, Scope of Work, and any Federal/CDBG Exhibits); Contractor's Bid (as accepted by FVRL); All



Addenda issued prior to and all modifications issued after execution of this Contract; shall constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein.

3. **Performance:** The Contractor shall diligently perform all Work and furnish all tools, materials, and equipment in accordance with and as described in the attached Bid Documents and Contract Drawings; and as directed shall perform any changes in the Work in accordance with the Contract Documents; and shall provide and bear the expense of all equipment, Work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in these Contract Documents, except any items mentioned therein to be furnished by FVRL.

4. **Time of Performance:** The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion within one hundred twenty (120) calendar days of that notice, unless extended in accordance with the Contract Documents.

5. **Payment Shall Not Exceed \$** _____ as set forth on the Contractor's Bid Form, attached herein by reference, unless a written Change Order is permitted hereunder and elsewhere in the Contract Documents. FVRL shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents.

6. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement. It is further provided that no liability shall attach to by reason of entering into this Contract, except as provided herein.

ARTICLE 1 ADDITIONS OR DELETIONS

FVRL reserves the right to add or delete items, agencies, or locations, as determined to be in its best interest, provided such items, agencies or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original Bid, and will be evidenced by issuance of a written Contract Amendment issued by FVRL in accordance with ARTICLE 6.00 below.

ARTICLE 2 ASSIGNMENT

The Contractor shall not assign its obligations, transfer any interest, or sublet the service provided



under this Contract, or any part thereof, without prior written consent of FVRL nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of FVRL. In the event consent is given by FVRL to permit subletting, no such consent shall be construed as making FVRL a party to such Subcontractor or assignee, or of subjecting FVRL to liability of any kind whatsoever, to any Subcontractor. No Subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with FVRL shall be made through the Contractor.

ARTICLE 3 COMPLIANCE WITH LAWS AND REGULATIONS

3.01 General Requirement: The Contractor will at all times, at its sole cost and expense, comply with all applicable Federal, State and local laws, ordinances, regulations, orders, and codes in regard to all matters of its business operation and to performance of the Work and services under this Contract.

3.02 Registration: The laws of the State of Washington require that the Contractor must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before FVRL can enter into a Contract with an out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. www.sos.wa.gov.

3.03 Licenses, Permits and Similar Authorizations: The Contractor, at no expense to FVRL, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Contract Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify FVRL immediately of such condition in writing.

3.04 Taxes: If applicable, the Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No adjustments will be made in the Contract Amount because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law, or under this Contract, or because of any increase in tax rates imposed by any federal, State or local government. No charge by Contractor shall be made for Federal Excise Tax and FVRL agrees to furnish the Contractor with an exemption certificate where appropriate.



3.05 Wage and Hours Laws: The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save FVRL free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

ARTICLE 4 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

4.01 FVRL employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special considerations or anything of economic value from any present or potential Contractor, Subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with FVRL. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).

4.02 Current and Former Employees: No current or former employee of FVRL and their immediate family members, or agents, officers, and board members of FVRL, may Contract with, influence, advocate, advise, or consult with a third-party about a FVRL transaction, or assist with preparation of Bids submitted to FVRL while employed by FVRL or after leaving FVRL's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a FVRL employee. It is unethical for any FVRL employee who is participating directly or indirectly in the procurement process to become or to be, such a FVRL employee, the employee of any person contracting with FVRL.

4.03 Organizational Conflicts of Interest: An organizational conflict of interest is a situation in which, because of other activities, relationships, or Contracts, a Contractor or Subcontractor is unable, or potentially unable, to render impartial assistance or advice to FVRL; a Contractor's objectivity in performing the Contract Work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. FVRL will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, FVRL may prohibit the Contractor and any of its Subcontractors from participating in such related procurements/projects.

ARTICLE 5 CONFLICT AND SEVERABILITY

5.01 In the event of conflict between the Bid Documents and the terms and conditions of the Contract, FVRL, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Document in its entirety and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.

5.02 In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, FVRL and the Contractor shall



negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

ARTICLE 6 CONTRACT MODIFICATIONS

6.01 No alterations or variances of any of the terms, conditions, delivery, price, quantities, or Specifications of this Contract shall be effective without written consent of FVRL. Oral changes, amendments or agreements are not permitted. When it is necessary to modify the Contract Documents, either FVRL or the Contractor may initiate a Change Request. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without invalidating any other portion of the Contract. Prior to becoming a Contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only FVRL's Executive Director shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of FVRL.

6.02 The Contractor must assert its right to an adjustment under this clause by delivering a written Change Request to FVRL which states the general nature and monetary extent of the claim. FVRL may require additional supporting documents in order to perform a cost analysis to determine the validity and reasonableness of the claim. If FVRL requests a change, the Contractor shall submit to FVRL, within seven (7) days after Contractor's receipt of any change request, a detailed price schedule proposal for the Work or service to be performed and note any modifications of other Contract provisions that may be required as a result of the change. No claim by the Contractor for an Equitable Adjustment hereunder will be allowed for any costs incurred more than seven (7) days before the Contractor gives written notice.

6.03 Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (ARTICLE 10.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

ARTICLE 7 DELIVERY

All Work or services must be made at the applicable project site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. The acceptance by FVRL of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor preclude FVRL from pursuing any other



remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Contractor.

ARTICLE 8 DETERMINATION OF RESPONSIBILITY

Should the Contractor be determined to be in violation of Federal, State, or local laws or regulations, FVRL reserves the right to modify its initial determination of responsibility at the time of Award and take other action as determined appropriate, including but not limited to termination of the Contract.

ARTICLE 9 DEVIATION FROM CONTRACT

The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of FVRL.

ARTICLE 10 DISPUTES

10.01 Decision of the Executive Director: Except for Bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by FVRL's Executive Director. Claims include, without limitation, controversies arising under the Contract and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached and shall inform the Contractor of its appeal rights stated below. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the FVRL of Board of Trustees or commences an action in a court of competent jurisdiction. If the Executive Director does not issue a written decision regarding any Contract controversy within seven (7) calendar days after the Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.

10.02 Performance During Dispute: Pending final resolution of a dispute, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.

10.03 Appeals: The Contractor may appeal the Executive Director's decision to the FVRL Board of Trustees by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director's decision which shall be deemed received within three (3) business days, exclusive of Sundays and holidays, of the date of posting of the decision, or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director. A three-member



committee of the FVRL Board, as appointed by the Board, shall decide the appeal. The Contractor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director or reverse the decision in part. The decision of the Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

10.04 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by FVRL or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between FVRL and the Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Clark County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Clark County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 11 EMERGENCY, DISASTERS AND FORCE MAJEURE

11.01 Force Majeure Definition: The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure.

The following shall be in effect during major emergencies or disasters: The Contractor acknowledges that government agencies are procuring goods/services for benefit of the public and therefore agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide the requested goods/services in as timely a manner as practicable.

The Contractor and FVRL agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps,



loss of utilities, fires, terrorist activities or combinations of the above.

11.02 In the event the Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, the Contractor agrees to make such delivery as soon as practicable or shall immediately assist FVRL in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

11.03 Notification: If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

11.04 Rights Reserved: FVRL reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and the Contractor shall have no recourse against FVRL.

ARTICLE 12 ENFORCEMENT COSTS

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or because of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other alternative dispute resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

ARTICLE 13 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, the Contractor becomes aware of any errors, omissions, discrepancies and actual or potential problems between the Contract Documents and any Federal, State or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to FVRL's Executive Director. Until such written notification has been given and one business day has elapsed, any services performed by the Contractor after such discovery will be done at the Contractor's risk.

ARTICLE 14 INDEMNIFICATION, HOLD HARMLESS AND STATUS

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



representatives in performing Work and services under this Contract provided; however, that if such liability is caused by or results from the concurrent negligence of FVRL, its officers, employees and agents, and the Contractor, or its employees and agents, this provision shall be valid and enforceable only to the extent of the Contractor's negligence; and provided further, that nothing herein shall require the Contractor to hold harmless or defend FVRL, its officers, employees and agents from any claims arising from the sole negligence of FVRL, its officers, employees and agents. The sole obligation to defend includes the payment of all reasonable attorney's fees and costs of FVRL's defense of any claim, suit or action within the scope of this Section whether or not suit was instituted. The Contractor specifically waives any immunity under the Industrial Insurance Act and assumes all liability for actions brought by him/her or his/her employees against FVRL for injuries in the performance of this Contract. The Contractor represents that this waiver has been negotiated with FVRL. FVRL will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable the Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

ARTICLE 15 INSPECTION AND REJECTION

15.01 FVRL's inspection of all materials, equipment or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, FVRL will promptly notify the Contractor thereof. If there are defects detected post-delivery, FVRL will notify the Contractor with a description of such non-compliance. Within seven (7) days of receiving such written notification, the Contractor shall provide FVRL with a detailed written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. Without limiting any other rights, FVRL may require the Contractor to: 1) repair or replace any or all of the damaged goods at Contractor's expense; 2) refund FVRL the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If FVRL rejects the Contractor's written plan, the Contractor may be determined to be in material default of the Contract.

15.02 This procedure to remedy defects is not intended to limit or preclude any other remedies available to FVRL by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by FVRL of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 16 INSURANCE REQUIREMENTS

16.01 The Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein to protect FVRL against any and all claims for damages to persons or property arising under Contract performance, whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and



shall hold FVRL harmless for any claims presented to it as a result of the Contractor's negligence. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to FVRL. Any exclusion must be pre-approved by FVRL.

16.02 Additional Insured Endorsement: Language such as the following will be used in the description area of the ACORD Certificate when referring to the "Contracting FVRL": "FVRL, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT PW#2026-002 Goldendale Community Library Elevator Replacement Project. Additional Insured Endorsement: General Liability Insurance and Builder's Risk Insurance must state that FVRL will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name FVRL as an additional insured. The Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against FVRL. The Contractor and its insurers also waive their right of subrogation against FVRL for loss of its owned or leased property or property under its care, custody and control. No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits. The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by FVRL. The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

16.03 **Subcontractors:** The Contractor shall include all Subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor providing their own coverage will also name FVRL as an Additional Insured on their General Liability insurance policies and such a copy will be provided to FVRL. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

16.04 **Excess Liability:** Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within the insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.



16.05 Cancellation: In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, the Contractor shall provide written notice of such to FVRL within one (1) business day of the Contractor's receipt of such notice.

16.06 Attorney Fees: If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of FVRL to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. The Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by FVRL, its officers, agents, and employees, the Contractor shall pay the same.

16.07 Failure of Coverage: The Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of Contract upon which FVRL may, after giving five (5) business days written notice to the Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). FVRL may offset the cost of such insurance against payment due to the Contractor under the Contract. If FVRL is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify FVRL, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder. Furthermore, the Contractor's failure to provide such insurance in a time frame acceptable to FVRL shall enable FVRL to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination For Convenience/Default".

16.08 Rights of Subrogation: FVRL reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. The Contractor shall cooperate with FVRL in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by FVRL as provided hereunder, after deduction only of court costs, shall be reimbursed to the Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of the Contractor to promptly remit the sums due to FVRL under the provisions of this subpart.

ARTICLE 17 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more Contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be severally and jointly. Any notice, order direction, request or other communications required to be or



that may be given by FVRL to the Contractor under this Contract shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons.

ARTICLE 18 JURISDICTION LAWS AND VENUE

This Contract shall be governed in all respects by the laws of the State of Washington and authorities having jurisdiction over the Contract Work will be deemed to be included in the Contract the same as though herein written out in full. The jurisdiction for any action hereunder shall be exclusively brought in the Superior Court for Clark County in the State of Washington.

ARTICLE 19 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services performed or delivered by the Contractor shall be free of all liens, claims, or encumbrances of any kind.

ARTICLE 20 NON-DISCRIMINATION

20.01 FVRL is an Equal Opportunity Employer. With respect to performance under this Contract, the Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. The Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.

20.02 In all solicitations made by the Contractor for Work to be performed under subcontract, including procurements of goods or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto. In the event of breach of any of the above non-discrimination covenants, FVRL shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, FVRL may bar the Contractor from performing any services for FVRL now, or in the future, unless a showing is made satisfactorily to FVRL that discriminatory practices have terminated and that recurrence of such action is unlikely.

ARTICLE 21 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, Specifications, software applications and other products or materials produced by the Contractor in connection with this Contract shall be the property of FVRL. All such documents, products and materials shall be forwarded to FVRL at its request and may be used by FVRL as it sees fit. The Contractor shall preserve the confidentiality of all FVRL documents and data accessed for



use in the Contractor's Work product.

ARTICLE 22 PAYMENT

22.01 All payments under this Contract are considered reimbursement for goods delivered and services rendered. Pre-payments are not permitted. If applicable, the Contractor and its Subcontractors shall have a business license with the City having jurisdiction over the Contract Work prior to any Work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.

22.02 Payment: Except for retainage, payment will be made by FVRL to the Contractor within thirty (30) days after acceptance and approval of invoices by the FVRL Project Manager, providing a Labor and Industries approved "Statement of Intent to Pay Prevailing Wages" is received by FVRL for the Contractor and every Subcontractor who performed under the Contract and Certified Payrolls have been received within the specified time. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.

22.03 **Prompt Payment of Subcontractors:** The Contractor, as the Prime Contractor, is required, in accordance with RCW 39.04.250, to make payment to Subcontractors no later than ten (10) days after receipt of each payment from FVRL for satisfactorily completed Subcontractor Work, whether such payment is a progress or final payment. The Contractor further agrees to return any retainage payments to each Subcontractor within ten (10) days after the Contractor receives the applicable retainage payment from FVRL, provided the Subcontractor's Work has been satisfactorily completed. If payment disputes arise between the Contractor and Subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to Small Business Subcontractors. The Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, the Contractor will not be paid for Subcontractors' Work unless it can show that a prompt payment method for Subcontractors is in place. The Contractor shall be required to provide copies of the Subcontracts to FVRL showing inclusion of these provisions, especially the Federal clauses. FVRL may withhold the applicable sum due a Subcontractor for non-compliance with this Section.

22.04 **Approval of Invoices:** Prior to approval of payment, the FVRL Project Manager shall make verification of Work performed. Payment shall be based upon the Contractor's prices submitted on the Bid Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.

22.05 **Pay Requests:** A request for payment is to be submitted with detailed documentation of the Work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the Work completed less any lawful deductions such as retainage, tax or as otherwise authorized. Each pay request must contain the following minimum



information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. The Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, Work Orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.

22.06 Invoices shall be submitted to: FVRL, Accounting, 2018 Grand Blvd, Vancouver, WA 98661 or accounting@fvrl.org for all transactions made during a calendar month by the 5th day of the following month.

22.07 Final Payment: A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract. Retainage will be administered in accordance with RCW 60.28 as outlined elsewhere in the Contract provisions.

22.08 Payment does not imply acceptance of Work: The granting of any progress payment or payments by FVRL, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work or a waiver of FVRL's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of FVRL and shall in no way lessen the liability of the Contractor to remedy defective Work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the Contract requirements will be rejected and shall be replaced or remedied by the Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

ARTICLE 23 PERFORMANCE STANDARDS

23.01 The word service(s), as used in this clause, includes services performed, craftsmanship, and materials or products furnished or used in performing services. The Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, craftsmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.

23.02 If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract Document, Federal, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to FVRL's Executive Director.



23.03 In the case of an emergency where FVRL believes delay could cause serious injury, loss or damage, FVRL may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, the Contractor is responsible for all costs of remedying the defect and FVRL will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.

23.04 Non-Performance of Services: If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the Contract requirements, FVRL shall give written notice to the Contractor and request that the Work be performed again in conformity with the Contract. The Contractor shall, within twenty-four (24) hours of receiving such notice, immediately facilitate the Work to repair the condition, correct the defect, error, or non-conformity to the satisfaction of the FVRL Project Manager, or designee, and at no additional cost to FVRL.

23.05 If the Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, FVRL reserves the right to dispatch a third-party Contractor, to perform or otherwise resolve any unacceptable Work or scope of service. The Contractor is responsible for all incurred costs, including freight, to resolve the documented issues performed by a third-party Contractor or FVRL personnel. FVRL will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.

23.06 After the first occurrence of any non-performance, FVRL may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining Work to be performed, and the date of non-performance. The Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to FVRL's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.

23.07 Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by the Contractor for FVRL Contracts may be rejected without consideration. FVRL may also recommend the Contractor be removed from any Small Works Roster. Acceptance by FVRL of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 24 PROPERTY LIABILITY

Unless otherwise provided for, the Contractor assumes the risk of, and shall be responsible for, any loss or damage to FVRL furnished property in its possession, or in the possession of any agents or employees of the Contractor, resulting from the Contractor's negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. The Contractor shall bear no liability for any



negligent acts or abuse of property by FVRL.

ARTICLE 25 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

25.01 The Contractor is and shall be considered at all times during the term of this Contract, an independent Contractor whereby the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of FVRL under Chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.

25.02 The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, Subcontractors or representatives during the performance of this Contract. The implementation of all services and the authority to control and direct the performance of the details of the Work lies solely with the discretion of the Contractor; however, the results of the Work contemplated herein must meet FVRL's approval and shall be subject to FVRL's general rights of inspection and review to secure the satisfactory completion thereof.

25.03 Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third-party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

25.04 The Contractor shall indemnify and hold harmless FVRL from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent Contractor.

25.05 Upon Contract execution ("Effective Date"), the Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

ARTICLE 26 REPRESENTATIVES

26.01 FVRL Representatives. The Project Manager is FVRL's designated representative for Contract compliance. FVRL's Project Manager is the designated primary representative for performance compliance. The Engineer is the designated A&E Consultant ("Engineer").

26.02 Contractor Representative. The Contractor shall appoint a representative as the Contract liaison agent through whom FVRL will communicate with the Contractor. The Contractor



shall respond to all written communications from FVRL representatives within seven (7) calendar days from receipt.

26.03 Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

ARTICLE 27 RISK OF LOSS AND TITLE

Regardless of the Work Site, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery and acceptance. Such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.

ARTICLE 28 SERVICE OF NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract by either party to the other shall be promptly made in writing and shall be sufficiently given if served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the office of such representative as stated in this Contract, or to such other address as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing. The Contractor agrees to provide copies of any notices given FVRL to such other persons or entities as FVRL may require from time to time.

ARTICLE 29 STATE AND LOCAL LAW DISCLAIMER

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, FVRL and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 30 SUGGESTIONS TO CONTRACTOR

Any plan or method of Work suggested to the Contractor by FVRL, but not specified or required in writing under the Contract, if adopted or followed by the Contractor in whole or part, shall be used at the risk and responsibility of the Contractor and FVRL shall assume no responsibility therefore.

ARTICLE 31 SUPERVISION AND COORDINATION

The Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by FVRL to the representative or shall be binding on the Contractor.

ARTICLE 32 SUSPENSION OF CONTRACT

FVRL may at any time and without cause suspend the Contract or any portion thereof for a period of not



more than thirty (30) calendar days by written notice to the Contractor. FVRL will not be liable for any additional travel costs incurred by the Contractor while the Work is suspended. The Contractor shall resume performance within fifteen (15) calendar days of written notice from FVRL.

ARTICLE 33 TERMINATION

33.01 Termination for Convenience. FVRL may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in FVRL's best interest. After receipt of a written Notice of Termination, and except as directed by FVRL, the Contractor shall immediately stop Work as directed in the Notice and comply with all other requirements in the Notice. The Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its termination claim to FVRL, together with detailed supporting documentation, to be paid to the Contractor. If the Contractor has any property in its possession belonging to FVRL, the Contractor will account for the same and dispose of it in the manner FVRL directs.

33.02 **Termination for Default.** If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or fails to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract or any extension, or fails to complete the Work within this time, or if the Contractor fails to comply with any other provision of this Contract, FVRL may terminate this Contract for default. Termination shall be affected by FVRL serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. In this event, FVRL may assume the Work and complete it by Contract or otherwise, and may take possession of and use any materials, equipment, and facilities on the Work site necessary for completing the Work. The Contractor and its Sureties shall be liable for any damage to FVRL resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by FVRL in completing the Work. The Contractor will only be paid the Contract Price for supplies delivered and accepted, or on only that portion of the Work satisfactorily performed in accordance with the manner of performance set forth in the Contract, less any damages to FVRL caused by such default, up to the date of termination as specified in the Notice. If the Contractor has any property in its possession belonging to FVRL, the Contractor will account for the same and dispose of it in the manner FVRL directs. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of FVRL, acts of another Contractor in the performance of a Contract with FVRL, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The Contractor, within ten (10) calendar days from the beginning of any delay, notifies FVRL in writing of the causes of delay. If in the judgment of FVRL the delay is excusable, the time for completing the Work shall be extended. The judgment of FVRL shall be final and conclusive on the parties, but subject to appeal under the Disputes clause. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the



delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of FVRL.

33.03 Opportunity to Cure. FVRL in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to FVRL's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by the Contractor of written notice from FVRL setting forth the nature of said breach or default, FVRL shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude FVRL from also pursuing all available remedies against the Contractor and its Sureties for said breach or default.

33.04 Waiver of Remedies for any Breach. In the event that FVRL elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by FVRL shall not limit FVRL's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ARTICLE 34 WAIVER OF RIGHTS BY FVRL

FVRL shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by FVRL. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

ARTICLE 35 WARRANTY OF TITLE

35.01 The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the Work or existing real property, or after any payment has been made by FVRL towards the value of materials delivered to the site of the Work, or stored subject to or under the control of FVRL. Title to all such materials shall become the property of FVRL upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of FVRL, whichever occurs earlier.

35.02 No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work and are free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, nor corporation furnishing any material or labor for any Work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. This Article shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Payment Bond given by the Contractor for their protection, or any rights under State law permitting such



persons to look to retained funds due the Contractor in the hands of FVRL.

The provisions of this Article shall be inserted or referenced in or otherwise made a part of all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal Contract is entered into for such materials. Additionally, as part of the subcontract, material Contract, or notice, the Contractor shall provide to such Subcontractors and suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the Subcontractor or supplier would make its claim.

ARTICLE 36 Signatures

IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year written below.

Owner:

Fort Vancouver Regional Library
District

By _____

Name _____

Title _____

Date _____

Contractor:

By _____

Name _____

Title _____

Date _____

-END OF SECTION 4-



5. Bid Form

Bid Form

Project: Goldendale Community Library Elevator Replacement

Invitation to Bid: #2026-002

Owner: Fort Vancouver Regional Library District (FVRL)

PART 1 – INSTRUCTIONS

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive.

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: _____

E-mail Address: _____

Federal Tax Identification Number (EIN): _____

SAM.gov Unique Entity ID (UEI) (Required for CDBG): _____

WA State Contractor Registration Number: _____

WA Elevator Contractor License Number, or identified licensed elevator subcontractor: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. (ESD) Number: _____

WA State Excise Tax Registration Number: _____

PART 3 – RECEIPT OF ADDENDA

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Failure to acknowledge receipt of addenda may result in your bid being considered non-responsive.



PART 4 - PRICE

The undersigned Bidder declares that they have carefully examined and reviewed the ITB, including the Instructions to Bidders, the General Terms and Conditions, and the scope of work relating to the above-referenced project; has attended the mandatory walkthrough of the project site located at Goldendale Community Library, 131 W Burgen Street, Goldendale, WA 98620 on August 20, 2026 at 10:00 AM PT; and has made all necessary investigations to determine the character of materials and conditions of the project environment to be encountered.

I/we the undersigned Bidder, hereby propose to furnish all material, transportation, equipment, and labor to complete the work in accordance with the Contract Documents for the sum as follows:

Total Base Bid: To furnish all materials, transportation, equipment, and labor to modernize one hydraulic elevator serving three floors at Goldendale Community Library, including all related electrical, HVAC, painting, access, fire alarm, fire sprinkler, accessibility, permitting, testing, inspection, and code-compliance work as specified in the Contract Documents.

Base Bid Amount, excluding Washington retail sales tax:

\$ _____

(In Figures)

Dollars (In Words)

Washington retail sales tax: Applicable Washington retail sales tax shall be added to the awarded Contract amount and stated separately on invoices as required by law. Bids will be evaluated based on the Base Bid Amount excluding Washington retail sales tax.

PART 5 - ATTESTATIONS

Statement of Eligibility: The Bidder hereby certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Bidder further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

Statement of Prevailing Wage Compliance: The Bidder hereby certifies that, within the three-year period immediately preceding this bid submittal due September 1, 2026, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The Bidder further certifies that it has received training, provided



by the Department of Labor and Industries (L&I) or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages, or is exempt from this requirement.

Statement of Non-Collusion: The Bidder hereby certifies that this bid is genuine and not a sham or collusive, and is not made in the interest or on behalf of any person, firm, or corporation not therein named. The Bidder affirms that prices and cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, and that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham proposal or to refrain from bidding.

Statement of No Conflicts of Interest: In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation, the Bidder affirms that there is no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required under this Contract. If the Contractor or its agents hereafter acquire such a conflict of interest, it shall immediately disclose such interest to FVRL and take immediate action to eliminate the conflict or withdraw from the Contract as FVRL may require.

Federal CDBG & Davis-Bacon Compliance: By submitting this Bid, the Bidder certifies that it will comply with applicable federal CDBG requirements, including Davis-Bacon and Related Acts, Build America, Buy America / Buy America Preference requirements where applicable or waived by HUD/Commerce guidance, anti-lobbying requirements, debarment and suspension requirements, and all Federal/CDBG Exhibits included in the Contract Documents. The Bidder further certifies that neither the Bidder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions.

I declare, under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct; and I am an authorized representative of the Bidder's Company and able to bind the Company to this Bid.

Bidder's Company Name

Signature of Authorized Official

Printed Name

Title

Date

-END OF SECTION 5-



6. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as PRINCIPAL and _____, a corporation duly organized under the laws of the State of WASHINGTON, and authorized to do business in the State of Washington, as SURETY, are held and firmly bound unto Fort Vancouver Regional Library District, as OBLIGEE, in the full and penal sum of five percent (5%) of the total amount of the Bid Proposal of said PRINCIPAL for the Work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of this bond is such, that whereas the PRINCIPAL is herewith submitting its sealed Proposal for the following construction, to wit:

Goldendale Community Library Elevator Replacement Project (PW#2026-002) said Bid and Proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said Proposal Bid by the PRINCIPAL be accepted, and the Contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said Contract and shall furnish bonds as required by the OBLIGEE within a period of five (5) days from and after said Award, exclusive of the day of such Award, then this bond shall be null and void, otherwise it shall remain and be in full force and effect. Alternatively, if the PRINCIPAL, after submitting a Bid for the above-named project, is awarded the Contract and fails to provide bonds acceptable to the OBLIGEE, the PRINCIPAL shall forfeit to the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed and sealed this _____ day of _____, 2026

By

Principal

By

Surety

Contractor Name

-END OF SECTION 6-



7. Subcontractors

Subcontractors

Goldendale Community Library Elevator Replacement Project

In your Bid submittal, if you will be using subcontractors for any portion of this project, they must be listed below, and state what work they will perform. Subcontractors must follow all prevailing wage requirements that also pertain to the main contractor, with the responsibility of the Contractor to verify each subcontractor is following all criteria listed for the Contractor. If using more subcontractors than the space provided below, they may be attached to a separate page and slotted into bid here.

Subcontractor Name: _____
Work to Perform _____

Subcontractor Name: _____
Work to Perform _____

Subcontractor Name: _____
Work to Perform _____

Subcontractor Name: _____
Work to Perform _____

Subcontractor Name: _____
Work to Perform _____

If no Subcontractors are anticipated, the Bidder shall write "None" below.

-END OF SECTION 7-



8. Scope of Work

8.1. Project Description.

The project consists of the complete modernization of one (1) hydraulic elevator rated at 2,500 pounds capacity, 120 feet per minute, serving three stops at the Goldendale Community Library. The Contractor shall provide a turnkey modernization as described herein, including all labor, materials, equipment, supervision, testing, permits, inspections, adjustments, and incidentals required for a complete and operational system.

8.2. General Requirements.

All Work shall be performed by or under the supervision of properly licensed elevator mechanics and shall comply with all applicable federal, state, and local codes, standards, regulations, permit requirements, and requirements of authorities having jurisdiction, including but not limited to WAC 296-96, ASME A17.1, Washington State Department of Labor and Industries elevator requirements, and any applicable fire alarm, sprinkler, electrical, mechanical, and accessibility requirements.

The Contractor shall coordinate with FVRL to minimize disruptions to library operations. The Contractor shall schedule and obtain all required permits, inspections, and acceptance testing from the Washington State Department of Labor and Industries and other authorities having jurisdiction.

8.3. Modernization Scope

The Contractor shall provide and install new equipment and components including, but not limited to:

- Hydraulic power unit, including tank, motor, pump, muffler, and valve.
- Microprocessor-based control system.
- Solid-state starter with soft start.
- Emergency operation system upgraded to current code.
- Pit stop switch.
- Hoistway access switches or Lunar Key Access, as required by code.
- Top-of-car inspection station.
- New car operating panel.
- ADA/State-compliant communication device.
- Digital car position indicator.
- Braille markings and ADA signaling devices.
- 6V emergency lighting system.
- Hall station fixtures.
- Interlocks.
- New in-car lanterns indicating direction of travel.
- Closed-loop door operator.
- Code-compliant door restrictors.
- Door detector.



- Traveling cables and hoistway wiring.
- Updated signage.
- Adjustments for proper car-to-door relationship.
- Toe guards, as required by code.
- Seismic rupture valve upgrade.
- Battery backup emergency return unit capable of returning the elevator to the lowest landing upon power failure.
- New cab interior finishes and LED ceiling lighting system.
- New Mini-split for machine room cooling

8.4. Existing Components to Remain.

The following existing components shall remain in service unless replacement is required by code: car guides; hydraulic cylinder; car frame; car door tracks and hangers; hoistway doors; hoistway door closers; and hoistway limit switches.

8.5. Related Work

The Contractor shall perform all electrical, HVAC, painting, access, fire alarm, fire sprinkler, and other modifications necessary to bring the elevator, elevator shaft, and machine room into compliance with current code and to provide a complete, fully functioning elevator system.

8.6. Submittals.

The Contractor shall provide all submittals, product data, shop drawings, permits, and other documentation required by applicable codes, authorities having jurisdiction, and the Contract Documents.

8.7. Testing and Acceptance

Upon completion, the Contractor shall perform all testing and inspections required by WAC 296-96 and the Contract Documents. The Contractor shall schedule the final inspection with the Washington State Department of Labor and Industries and provide certificates of inspection and operation.

8.8. Warranties and Maintenance.

The Contractor shall provide a minimum one-year warranty on all equipment, materials, and workmanship and shall transfer to FVRL all manufacturers' warranties.

-END OF SECTION 8-



9. Federal/CDBG Exhibits

The following exhibits will be attached to the issued ITB and incorporated into the Contract, as applicable. Some exhibits may be provided separately by Washington Commerce or HUD.

Exhibit A: 2 CFR Part 200 Appendix II Federal Contract Provisions

Exhibit B: Federal Davis-Bacon Wage Determination (WA20260031, Building, Klickitat County)

Exhibit C: CDBG Conditions, including HUD-4010 Federal Labor Standards Provisions

Exhibit D: HUD Build America, Buy America Waiver

Exhibit E: Certification Regarding Lobbying - **must be completed, signed, and submitted with the Bid**

Exhibit F: Disclosure of Lobbying Activities, Standard Form-LLL - **must be completed, signed, and submitted with the Bid only if applicable**

Exhibit G: Washington State Prevailing Wage Rates

EXHIBIT A: FEDERAL CONTRACT PROVISIONS ADDENDUM

2 CFR Part 200, Appendix II Mandated Provisions for Goldendale Elevator Replacement/Modernization Project

This Addendum is incorporated into and made a part of the Agreement between Owner and Contractor. In the event of any conflict between the terms of the main Agreement and this Addendum, the terms of this Addendum shall control.

1. Remedies for Breach

If the Contractor violates or breaches any term of this Agreement, the Owner reserves all rights and remedies available at law or in equity, including but not limited to: immediate withholding of payments, procurement of substitute services at Contractor's expense, termination of the contract, and any other remedies available at law or in equity. Contractor shall be liable for any and all administrative, legal, and environmental costs resulting from such breach.

2. Termination for Cause and Convenience

- **Termination for Convenience:** The Owner may terminate this contract, in whole or in part, at any time for its convenience by providing thirty (30) days written notice to the Contractor. Upon receipt of notice, Contractor shall immediately cease all work, unless the notice dictates otherwise. Contractor will be paid for verifiable work satisfactorily completed up to the date of termination.
- **Termination for Cause:** The Owner may terminate this contract immediately for cause if the Contractor fails to perform any of its obligations, fails to maintain required insurance, or violates federal, state, or local laws. In the event of termination for cause, the Owner shall not be liable to Contractor for any amount, and Contractor shall be liable to Owner for any clearance or completion costs incurred.

3. Equal Employment Opportunity

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

- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Part 60).

4. Davis-Bacon Act and Copeland "Anti-Kickback" Act

- **Davis-Bacon Act:** Contractor and all subcontractors must pay laborers and mechanics employed directly upon the site of the work unconditionally and not less often than once a week, the full amount of wages and bona fide fringe

benefits due at time of payment computed at rates not less than those contained in the federal wage determination issued by the Department of Labor (DOL).

- **Copeland "Anti-Kickback" Act:** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor must submit weekly certified payroll records to the Owner.

5. Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times (1.5x) the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety.

6. Clean Air Act and Federal Water Pollution Control Act

- **Clean Air Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671q).
- **Federal Water Pollution Control Act:** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).
- Contractor agrees to report each violation immediately to the Owner and understands that the Owner will, in turn, report each violation to the Federal Awarding Agency and the Environmental Protection Agency (EPA).

7. Debarment and Suspension (Executive Orders 12549 and 12689)

Contractor certifies that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor agrees to immediately notify Owner if its status changes at any time during the project. Contractor shall not knowingly enter into any lower-tier covered transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in federally assisted transactions, and shall include this requirement in all lower-tier covered transactions and solicitations for lower-tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not have used and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

9. Procurement of Recovered Materials (2 CFR § 200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe allowing compliance with the contract performance schedule, at a reasonable price, or meeting contract performance requirements.

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

Contractor certifies that it will not procure, install, or use any equipment, services, or systems that use covered telecommunications equipment or services (including tech produced by Huawei, ZTE, Hytera, Hikvision, or Dahua) as a substantial or essential component of any system, or as critical technology as part of any system, pursuant to 2 CFR § 200.216.

11. Domestic Preferences for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Exhibit B: Federal Davis-Bacon Wage Determination
WA20260031, Building, Klickitat County, Washington
Modification No. 1, published May 18, 2026**

"General Decision Number: WA20260031 05/18/2026
State: Washington
Construction Types: Building
Counties: Washington Counties of
Klickitat

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0036-002 03/31/2025

Rates

Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (PIPE
INSULATION ONLY)\$ 62.02
22.36

BRWA0001-004 06/01/2025

Rates

Fringes
TILE SETTER.....\$ 43.93
21.81

BRWA0001-012 06/01/2025

Rates

Fringes
BRICKLAYER (SOUTHERN PORTION)\$ 49.60
25.18
BRICKLAYER (NORTHERN PORTION)\$ 39.57
20.50

CARP0503-023 06/01/2025

Rates

Fringes
DRYWALL HANGER.....\$ 54.49
16.81
CARPENTER, INCLUDES FORM WORK.....\$ 54.69
16.81

ELEC0048-004 01/01/2025

Rates

Fringes
ELECTRICIAN: HOURLY ZONE PAY: HOURLY ZONE PAY
SHALL BE PAID ON JOBS LOCATED OUTSIDE OF THE FREE
ZONE COMPUTED FROM THE CITY CENTER OF THE FOLLOWING
LISTED CITIES: PORTLAND, THE DALLES, HOOD RIVER,
TILLAMOOK, SEASIDE AND ASTORIA
ZONE PAY: ZONE 1: 31-50 MILES \$1.50/HOUR ZONE
2: 51-70 MILES \$3.50/HOUR ZONE 3: 71-90 MILES
\$5.50/HOUR ZONE 4: BEYOND 90 MILES \$9.00/HOUR

*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON
DELORRNE STREET ATLAS USA 2006 PLUS.....\$ 63.50
29.73

ENGI0701-010 01/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: GROUP 6 ASPHALT, PUGMILL
(ANY TYPE); ASPHALT, RAKER; ASPHALT, TRUCK MOUNTED
ASPHALT SPREADER, WITH SCREED; AUGER OILER;
BOATMAN; BOBCAT, SKID STEED (LESS THAN ONE (1)
YARD); BROOM, SELF-PROPELLED; COMPRESSOR OPERATOR
(ANY POWER) UNDER 1,250 CU. FT. TOTAL CAPACITY;
CONCRETE CURING MACHINE (RIDING TYPE); CONCRETE
SAW; CONVEYOR OPERATOR OR ASSISTANT; CRANE, TUGGER;
CRUSHER FEEDERMAN; CRUSHER OILER; DECKHAND; DRILL,
DIRECTIONAL LOCATOR; FORK LIFT; GRADE CHECKER;
GUARDRAIL PUNCH OILER; HYDROGRAPHIC SEEDER MACHINE,
STRAW, PULP OR SEED; HYDROSTATIC PUMP OPERATOR;
MIXER BOX (CTB, DRY BATCH, ETC.); OILER; PLANT
OILER; PUMP (ANY POWER); RAIL, BRAKEMAN, SWITCHMAN,
MOTORMAN; RAIL, TAMPING MACHINE, MECHANICAL,
SELF-PROPELLED; RIGGER; ROLLER GRADING (NOT
ASPHALT); TRUCK, CRANE OILER-DRIVER ZONE

DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 -
\$3.00 ZONE 3 - \$6.00 FOR THE FOLLOWING
METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS;
MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK;
AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS
AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN
MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF
THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST
AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST
OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF
MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS
LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND
COLUMBIA COUNTY AND ALL JOBS OR PROJECTS LOCATED IN
CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT
PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS
"BLAST ZONE" SHALL RECEIVE ZONE I PAY FOR ALL
CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED
IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE,
BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL
SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES
FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE
IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY
FOR ALL CLASSIFICATIONS.

FOR THE FOLLOWING
CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS
PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL
JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE
RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES
SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES

AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..\$ 48.09 17.15

POWER EQUIPMENT OPERATOR: GROUP 5 ASPHALT, EXTRUSION MACHINE; ASPHALT, ROLLER (ANY ASPHALT MIX); ASPHALT, ROTO-MILL PAVEMENT PROFILER GROUND MAN; BULLDOZER, TWENTY THOUSAND (20,000) LBS. OR LESS, OR ONE HUNDRED (100) HORSE OR LESS; CEMENT PUMP; CHIP SPREADING MACHINE; CHURN DRILL AND EARTH BORING MACHINE; COMPACTOR, SELF-PROPELLED WITHOUT BLADE; COMPRESSOR, (ANY POWER) ONE THOUSAND TWO HUNDRED FIFTY (1,250) CU. FT. AND OVER, TOTAL CAPACITY; CONCRETE, BATCH PLANT QUALITY CONTROL; CONCRETE, COMBINATION MIXER AND COMPRESSOR OPERATOR, GUNITE WORK; CONCRETE, CURB MACHINE, MECHANICAL BERM, CURB AND/OR CURB AND GUTTER; CONCRETE, FINISHING MACHINE; CONCRETE, GROUTING MACHINE; CONCRETE, INTERNAL FULL SLAB VIBRATOR OPERATOR; CONCRETE, JOINT MACHINE; CONCRETE, MIXER SINGLE DRUM, ANY CAPACITY; CONCRETE, PAVING MACHINE EIGHT FOOT (8') OR LESS; CONCRETE, PLANER; CONCRETE, PUMP; CONCRETE, PUMP TRUCK; CONCRETE, PUMPCRETE OPERATOR (ANY TYPE); CONCRETE, SLIP FORM PUMPS, POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR CONCRETE FORMS; CONVEYORED MATERIAL HAULER; CRANE, BOOM TRUCK UNDER TWENTY (20) TONS; CRANE, BOOM TYPE LIFTING DEVICE, FIVE (5) TON CAPACITY OR LESS; DRILL, DIRECTIONAL TYPE LESS THAN TWENTY THOUSAND (20,000) LBS. PULLBACK; FORK LIFT, OVER TEN (10) TON OR ROBOTIC; HELICOPTER HOIST; HOIST OPERATOR, SINGLE DRUM; HYDRAULIC BACKHOE TRACK TYPE UP TO AND INCLUDING TWENTY THOUSAND (20,000) LBS.; HYDRAULIC BACKHOE WHEEL TYPE (ANY MAKE); LASER SCREED; LOADERS, RUBBER-TIRED TYPE, LESS THAN TWENTY FIVE THOUSAND (25,000) LBS.; PAVEMENT GRINDER AND/OR GROOVING MACHINE (RIDING TYPE); PIPE, CAST IN PLACE PIPE LAYING MACHINE; PULVA-MIXER OR SIMILAR TYPES; PUMP OPERATOR, MORE THAN FIVE (5) PUMPS (ANY SIZE); RAIL, BALLAST COMPACTOR, REGULATOR, OR TAMPER MACHINES; SERVICE OILER (GREASER); SWEEPER SELF-PROPELLED; TRACTOR, RUBBER-TIRED, FIFTY (50) HP FLYWHEEL AND UNDER; TRENCHING MACHINE OPERATOR, MAXIMUM DIGGING CAPACITY THREE FOOT (3') DEPTH; TUNNEL, LOCOMOTIVE, DINKEY; TUNNEL, POWER JUMBO SETTING SLIP FORMS, ETC. ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$3.00 ZONE 3 - \$6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR

PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PROJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....\$ 51.31
17.15

POWER EQUIPMENT OPERATOR: GROUP 4 ASPHALT, SCREED; ASPHALT PAVER; ASPHALT ROTO-MILL, PAVEMENT PROFILER, UNDER EIGHT FOOT (8') LATERAL CUT; ASPHALT, MATERIAL TRANSFER VEHICLE OPERATOR; BACK FILLING MACHINE; BACKHOE, ROBOTIC, TRACK AND WHEEL TYPE UP TO AND INCLUDING TWENTY THOUSAND (20,000) LBS. WITH ANY ATTACHMENTS; BLADE (ANY TYPE); BOATMAN; BORING MACHINE; BULLDOZER OVER TWENTY THOUSAND (20,000) LBS. AND MORE THAN ONE HUNDRED (100) HORSE UP TO SEVENTY THOUSAND (70,000) LBS.; CABLE-PLOW (ANY TYPE); CABLEWAY UP TO TWENTY FIVE (25) TON; CAT DRILL (JOHN HENRY); CHIPPER; COMPACTOR, MULTI-ENGINE; COMPACTOR, ROBOTIC; COMPACTOR WITH BLADE SELF-PROPELLED; CONCRETE, BREAKER; CONCRETE, GROUT PLANT; CONCRETE, MIXER MOBILE; CONCRETE, PAVING ROAD MIXER; CONCRETE, REINFORCED TANK BANDING MACHINE; CRANE, BOOM TRUCK TWENTY (20) TON AND UNDER FIFTY (50) TON; CRANE, BRIDGE LOCOMOTIVE, GANTRY AND OVERHEAD; CRANE, CARRY DECK; CRANE, CHICAGO BOOM AND SIMILAR TYPES; CRANE, DERRICK OPERATOR, UNDER ONE HUNDRED (100) TON; CRANE, FLOATING CLAMSHELL, DRAGLINE, ETC.

OPERATOR, UNDER THREE (3) CU. YDS. OR LESS THAN THIRTY (30) TON; CRANE, UNDER FIFTY (50) TON; CRANE, QUICK TOWER UNDER ONE HUNDRED FOOT (100') IN HEIGHT AND LESS THAN ONE HUNDRED FIFTY FOOT (150') JIB (ON RAIL INCLUDED); DIESEL-ELECTRIC ENGINEER (PLANT OR FLOATING); DIRECTIONAL DRILL OVER TWENTY THOUSAND (20,000) LBS. PULLBACK; DRILL CAT OPERATOR; DRILL DOCTOR AND/OR BIT GRINDER; DRILLER, PERCUSSION, DIAMOND, CORE, CABLE, ROTARY AND SIMILAR TYPE; EXCAVATOR OPERATOR OVER TWENTY THOUSAND (20,000) LBS. THROUGH EIGHTY THOUSAND (80,000) LBS.; GENERATOR OPERATOR; GRADE-ALL; GUARDRAIL MACHINES, I.E. PUNCH, AUGER, ETC.; HAMMER OPERATOR (PILEDRIIVER); HOIST, STIFF LEG, GUY DERRICK OR SIMILAR TYPE, FIFTY (50) TON AND OVER; HOIST, TWO (2) DRUMS OR MORE; HYDRO AXE (LOADER MOUNTED OR SIMILAR TYPE); JACK OPERATOR, ELEVATING BARGES, BARGE OPERATOR, SELF-UNLOADING; LOADER OPERATOR, FRONT END AND OVERHEAD, TWENTY FIVE THOUSAND (25,000) LBS. AND LESS THAN SIXTY THOUSAND (60,000) LBS.; LOG SKIDDERS; PILEDRIIVER OPERATOR (NOT CRANE TYPE); PIPE, BENDING, CLEANING, DOPING AND WRAPPING MACHINES; RAIL, BALLAST TAMPER MULTI-PURPOSE; RUBBER-TIRED DOZERS AND PUSHERS; SCRAPER, ALL TYPES; SIDE-BOOM; SKIP LOADER, DRAG BOX; STRUMP GRINDER (LOADER MOUNTED OR SIMILAR TYPE); SURFACE HEATER AND PLANER; TRACTOR, RUBBER-TIRED, OVER FIFTY (50) HP FLYWHEEL; TRENCHING MACHINE THREE FOOT (3') DEPTH AND DEEPER; TUB GRINDER (USED FOR WOOD DEBRIS); TUNNEL BORING MACHINE MECHANIC; TUNNEL, MUCKING MACHINE; ULTRA HIGH PRESSURE WATER JET CUTTING TOOL SYSTEM OPERATOR; VACUUM BLASTING MACHINE OPERATOR; WATER PULLS, WATER WAGONS ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$3.00 ZONE 3 - \$6.00

FOR THE FOLLOWING METROPOLITAN COUNTIES:
 MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL;
 AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON
 WITH MODIFICATIONS AS INDICATED: ALL JOBS OR
 PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION
 COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD
 NATIONAL FOREST AND WEST OF MILE POST 30 ON
 INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE
 HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22
 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY,
 WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS
 OR PORJECTS LOCATED IN CLARK & COWLITZ COUNTY,
 WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN
 THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE
 I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR
 PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED
 BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE
 PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR
 ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS

LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....\$ 52.55
17.15

POWER EQUIPMENT OPERATOR: GROUP 3 BULLDOZER, OVER SEVENTY THOUSAND (70,000) LBS. UP TO AND INCLUDING ONE HUNDRED TWENTY THOUSAND (120,000) LBS.; CRANE, BOOM TRUCK FIFTY (50) TON AND OVER WITH LESS THAN ONE HUNDRED FIFTY FOOT (150') BOOM; CRANE, FIFTY (50) TON THROUGH EIGHTY NINE (89) TON WITH ONE HUNDRED FIFTY FOOT (150') BOOM OR LESS (INCLUDING JIB INSERTS AND/OR ATTACHMENTS); CRANE, SHOVEL, DRAGLINE OR CLAMSHELL THREE (3) CU. YDS. BUT LESS THAN FIVE (5) CU. YDS.; EXCAVATOR OVER EIGHTY THOUSAND (80,000) LBS. THROUGH ONE HUNDRED THIRTY THOUSAND (130,000) LBS.; LOADER SIXTY THOUSAND (60,000) LBS. AND LESS THAN ONE HUNDRED TWENTY THOUSAND (120,000) LBS. ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$3.00 ZONE 3 - \$6.00

FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PROJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS "BLAST ZONE" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.

FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS.....\$ 55.88

17.15

POWER EQUIPMENT OPERATOR: GROUP 2 ASPHALT PLANT (ANY TYPE); ASPHALT ROTO-MILL, PAVEMENT PROFILER EIGHT FOOT (8') LATERAL CUT AND OVER; AUTO GRADER OR "TRIMMER"; BLADE, ROBOTIC; BULLDOZER, ROBOTIC EQUIPMENT (ANY TYPE); BULLDOZER, OVER ONE HUNDRED TWENTY THOUSAND (120,000) LBS. AND ABOVE; CONCRETE BATCH PLANT AND/OR WET MIX ONE (1) AND TWO (2) DRUM; CONCRETE DIAMOND HEAD PROFILER; CANAL TRIMMER; CONCRETE, AUTOMATIC SLIP FORM PAVER (ASSISTANT TO THE OPERATOR REQUIRED); CRANE, BOOM TRUCK FIFTY (50) TON AND WITH OVER ONE HUNDRED FIFTY FOOT (150') BOOM AND OVER; CRANE, FLOATING (DERRICK BARGE) THIRTY (30) TON BUT LESS THAN ONE HUNDRED FIFTY (150) TON; CRANE, CABLEWAY TWENTY-FIVE (25) TON AND OVER; CRANE, FLOATING CLAMSHELL THREE (3) CU. YDS. AND OVER; CRANE, NINETY (90) TON THROUGH ONE HUNDRED NINETY NINE (199) TON UP TO AND INCLUDING TWO HUNDRED FOOT (200') OF BOOM (INCLUDING JIB INSERTS AND/OR ATTACHMENTS); CRANE, FIFTY (50) TON THROUGH EIGHTY NINE (89) TON WITH OVER ONE HUNDRED FIFTY FOOT (150') BOOM (INCLUDING JIB INSERTS AND/OR ATTACHMENTS); CRANE, WHIRLEY UNDER NINETY (90) TON; CRUSHER PLANT; EXCAVATOR OVER ONE HUNDRED THIRTY THOUSAND (130,000) LBS.; LOADER ONE HUNDRED TWENTY THOUSAND (120,000) LBS. AND ABOVE; REMOTE CONTROLLED EARTH MOVING EQUIPMENT; SHOVEL, DRAGLINE, CLAMSHELL, FIVE (5) CU. YDS. AND OVER; UNDERWATER EQUIPMENT REMOTE OR OTHERWISE, WHEN USED IN CONSTRUCTION WORK; WHEEL EXCAVATOR ANY SIZE ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$3.00 ZONE 3 - \$6.00

FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF

MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PROJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..\$ 57.03 17.15

POWER EQUIPMENT OPERATOR: GROUP 1B CRANE, THREE HUNDRED (300) TON THROUGH THREE HUNDRED NINETY NINE (399) TON, WITH OVER TWO HUNDRED FOOT (200') BOOM (INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); FLOATING CRANE, THREE HUNDRED FIFTY (350) TON AND OVER; CRANE, FOUR HUNDRED (400) TON AND OVER ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$3.00 ZONE 3 - \$6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PROJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES

FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..\$ 63.26
17.15

POWER EQUIPMENT OPERATOR: GROUP 1A CRANE, FLOATING TWO HUNDRED FIFTY (250) TON AND OVER; CRANE, TWO HUNDRED (200) TON THROUGH TWO HUNDRED NINETY NINE (299) TON, WITH OVER TWO HUNDRED FOOT (200') BOOM (INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); CRANE, THREE HUNDRED (300) TON THROUGH THREE HUNDRED NINETY NINE (399) TON; CRANE, TOWER CRANE WITH OVER ONE HUNDRED SEVENTY FIVE FOOT (175') TOWER OR OVER TWO HUNDRED FOOT (200') JIB; CRANE, TOWER CRANE ON RAIL SYSTEM OR 2ND TOWER OR MORE IN WORK RADIUS ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$3.00 ZONE 3 - \$6.00 FOR THE FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PROJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES

SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..\$ 61.10 17.15

POWER EQUIPMENT OPERATOR: GROUP 1 CONCRETE BATCH PLAN AND OR WET MIX THREE (3) UNITS OR MORE; CRANE, FLOATING ONE HUNDRED AND FIFTY (150) TON BUT LESS THAN TWO HUNDRED AND FIFTY (250) TON; CRANE, TWO HUNDRED (200) TON THROUGH TWO HUNDRED NINETY NINE (299) TON WITH TWO HUNDRED FOOT (200') BOOM OR LESS (INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); CRANE, NINETY (90) TON THROUGH ONE HUNDRED NINETY NINE (199) TON WITH OVER TWO HUNDRED (200') BOOM INCLUDING JIB, INSERTS AND/OR ATTACHMENTS); CRANE, TOWER CRANE WITH ONE HUNDRED SEVENTY FIVE FOOT (175') TOWER OR LESS AND WITH LESS THAN TWO HUNDRED FOOT (200') JIB; CRANE, WHIRLEY NINETY (90) TON AND OVER; HELICOPTER WHEN USED IN ERECTING WORK ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$3.00 ZONE 3 - \$6.00 FOR THE FOLLOWING

METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND COLUMBIA COUNTY AND ALL JOBS OR PROJECTS LOCATED IN CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS ""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED IN THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT LESS THAN 50 MILES FROM THE PORTLAND CITY HALL SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING

CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS OR PROJECTS LOCATED WITHIN 30 MILES OF THE RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE ZONE I PAY FOR ALL CLASSIFICATIONS.

ALL JOBS OR PROJECTS LOCATED MORE THAN 30 MILES AND LESS THAN 50 MILES FROM THE RESPECTIVE CITY

HALL OF THE ABOVE MENTIONED CITIES SHALL RECEIVE
ZONE II PAY FOR ALL CLASSIFICATIONS. ALL JOBS
OR PROJECTS LOCATED MORE THAN 50 MILES FROM THE
RESPECTIVE CITY HALL OF THE ABOVE MENTIONED CITIES
SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..\$ 58.94
17.15

IRON0029-003 07/07/2025

Rates

Fringes
IRONWORKER (REINFORCING, STRUCTURAL AND ORNAMENTAL)\$. \$ 48.31
34.52

LABO0335-025 06/01/2025

Rates

Fringes
LABORER: GROUP 6 GRADE CHECKER; PIPELAYER.....\$ 46.08
15.60
LABORER: GROUP 4 MASON TENDER-CEMENT/CONCRETE.....\$ 45.54
15.60
LABORER: GROUP 3 COMMON OR GENERAL LABORER, MASON
TENDER BRICK.....\$ 44.06
15.60

PAIN0010-015 07/01/2025

Rates

Fringes
PAINTERS: (BRUSH AND ROLLER, EXCLUDE SPRAY).....\$ 40.85
16.68

PAIN1236-002 07/01/2025

Rates

Fringes
SOFT FLOOR LAYER (INCLUDING VINYL AND CARPET).....\$ 41.77
21.18

PLAS0555-005 06/01/2025

Rates

Fringes
CEMENT MASON/CONCRETE FINISHER: ZONE DIFFERENTIAL
(ADD TO ZONE 1 RATES): ZONE 2 - \$0.65 ZONE 3 -
1.15 ZONE 4 - 1.70 ZONE 5 - 3.00 BASE
POINTS: BEND, CORVALLIS, EUGENE, MEDFORD,
PORTLAND, SALEM, THE DALLES, VANCOUVER ZONE 1:
PROJECTS WITHIN 30 MILES OF THE RESPECTIVE CITY
HALL ZONE 2: MORE THAN 30 MILES BUT LESS THAN 40
MILES FROM THE RESPECTIVE CITY HALL. ZONE 3:
MORE THAN 40 MILES BUT LESS THAN 50 MILES FROM THE
RESPECTIVE CITY HALL. ZONE 4: MORE THAN 50 MILES
BUT LESS THAN 80 MILES FROM THE RESPECTIVE CITY
HALL. ZONE 5: MORE THAN 80 MILES FROM THE
RESPECTIVE CITY HALL.....\$ 46.13
20.31

PLUM0598-006 06/01/2025

Rates

Fringes

PIPEFITTER.....\$ 65.20
34.91

ROOF0189-015 07/01/2025

Rates

Fringes

ROOFER (INCLUDES ROOF TEAR OFF, WATERPROOFING, AND
INSTALLATION OF METAL ROOFS).....\$ 35.64
14.89

SHEE0055-013 06/01/2025

Rates

Fringes

SHEET METAL WORKER (INCLUDING HVAC DUCT
INSTALLATION).....\$ 50.00
28.41

SUWA2002-011 06/18/2009

Rates

Fringes

TRUCK DRIVER, INCLUDES DUMP TRUCK.....\$ 23.50
6.87
PLUMBER.....\$ 35.00
0.00
PAINTER: SPRAY.....\$ 17.80
4.18
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....\$ 27.94
0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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

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END OF GENERAL DECISION
"

Exhibit C: CDBG Conditions

Washington State Department of Commerce Community Development Block Grant Program

Attachment 7-A, April 2026

Including HUD-4010 Federal Labor Standards Provisions

ATTACHMENT 7-A (1)

Washington State Department of Commerce
Community Development Block Grant Program

CDBG CONDITIONS

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1. Access to Records

The Contractor agrees to keep such records as the Owner may require. All such records shall be available to the Owner and duly authorized officials of the state for examination. All records pertinent to this project shall be retained by the Contractor for a period of six years after the final audit.

2. Contract Security

For contracts in excess of \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

3. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract. Any property acquisition shall comply with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. 4630).

4. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

5. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U. S. Department of Labor or the Secretary of Housing and Urban Development, to receive such subcontract. Verifications of Subcontractors need to be obtained by the Contractor from www.sam.gov.

6. Buy America Preference – Build America, Buy America Act

The Contractor must comply with the requirements of the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301. The Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless BAP application has been waived by HUD. Additional details on fulfilling the BABA requirements can be found at <https://www.hudexchange.info/programs/baba>.

7. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (Public Law 88-352, Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.)

8. Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the grounds of race, color, national origin, sex or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

9. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

10. Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

11. Section 3 Clause of the Housing and Community Development Act of 1968

- a. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds the [Section 3 thresholds, as amended](#). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons.

- c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12. Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

13. Compliance with State Prevailing Wage Requirements (RCW 39.12)

Before any payment is made of any sums due under this Contract, the Local Government Body must receive from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries. Also following the acceptance of the project, the Local Government Body must receive from the Contractor and each subcontractor a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. The Contractor and each subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.010, are released to the Contractor. Payment by the Contractor or subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the project.

14. Federal Labor Standards Provisions

Form HUD-1040 (10/2023) Federal Labor Standard Provisions inserted below in its entirety.

HUD provisions may not include the most updated information.

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

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

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

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

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

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

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

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

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit D: HUD Build America, Buy America Waiver

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Docket No. FR-6331-N-08

Public Interest *De Minimis* and Small Grants Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance

AGENCY: Office of the Secretary, U.S. Department of Housing and Urban Development (HUD).

ACTION: Final Notice.

SUMMARY: In accordance with the Build America, Buy America Act (“BABA” or “the Act”) this notice advises that HUD has issued a departmentwide public interest *De Minimis* and Small Grants waiver to the Buy America Domestic Content Procurement Preference (“Buy America Preference,” or “BAP”) as applied to the iron, steel, manufactured products, and construction materials requirement of the Act for recipients of Federal Financial Assistance (“FFA”). For the purposes of this waiver, HUD has waived the application of the BAP for infrastructure projects whose total cost (including HUD funding and funding from any other source) is an amount equal to or less than the 2 CFR 200.1 Simplified acquisition threshold, which is currently \$250,000. HUD has also waived the application of the BAP for all Small Grants of FFA provided by HUD that are equal to or below the Simplified acquisition threshold, which is currently \$250,000. However, if FFA provided by HUD is combined with other FFA from another Federal agency, and the total amount of FFA in a single project is greater than the Simplified acquisition threshold, currently \$250,000, then the waiver shall not apply to the FFA provided by HUD. Additionally, HUD has waived the application of the BAP for a *De Minimis* portion of an infrastructure project, meaning a cumulative total of no more than 5 percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.

In accordance with the Act, HUD has found that such *De Minimis* and Small Grants waivers are in the public interest. The waiver will assist HUD and its grantees and funding recipients in preventing immediate delays to critically important projects that serve to ensuring the safety and health of HUD constituents and continuing to provide economic opportunity through housing and community development projects. Moreover, this waiver will assist HUD in working to strengthen the housing market to bolster the economy and protect consumers, meet the need for quality affordable rental homes, utilize housing as a platform for improving quality of life, and build inclusive and sustainable communities free from discrimination.

DATES: As required under section 70914 of the Act, HUD published this proposed waiver on its website on October 31, 2022, for public comment. In addition, HUD published the proposed waiver in the Federal Register. Comments on the proposed waiver set out in this document were due on or before November 15, 2022. Through this Final Notice, HUD is announcing that it has issued this waiver effective November 23, 2022. This waiver will remain effective for a period of five years or such shorter time period as HUD may announce via Notice.

FOR FURTHER INFORMATION CONTACT: Joseph Carlile, Department of Housing and Urban Development, 451 Seventh Street SW, Room 10226, Washington, DC 20410-5000, at (202) 402-7082 (this is not a toll-free number). HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech and communication disabilities. To learn more about how to make an accessible telephone call, please visit <https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs>. HUD encourages submission of questions about this document be sent to BuildAmericaBuyAmerica@hud.gov.

SUPPLEMENTARY INFORMATION:

I. Build America, Buy America

The Build America, Buy America Act (“BABA” or “the Act”) was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal infrastructure programs. Section 70914(a) of the Act establishes that no later than 180 days after the date of enactment, HUD must ensure that none of the funds made available for infrastructure projects may be obligated by the Department unless it has taken steps to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. In section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Thus, starting May 14, 2022, new awards of FFA from a program for infrastructure, and any of those funds obligated by the grantee, are covered under BABA provisions of the Act, 41 U.S.C. 8301 note, unless covered by a waiver.

II. HUD’s Progress in Implementation of the Act

Since the enactment of the Act, HUD has worked diligently to implement the BAP. Consistent with the requirements of section 70913 of the Act, HUD produced a report identifying and evaluating all of HUD’s FFA programs for compliance with the BAP on January 19, 2022, through Federal Register notice “Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act”. (87 FR 2894) In order to ensure orderly implementation of the BAP across HUD’s programs, HUD published two general applicability waivers for HUD’s programs

on May 3, 2022. The first notice, “General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (87 FR 26219), extended the implementation date for the BAP until November 14, 2022, unless covered by a subsequent waiver. Thus, no funds obligated by HUD before November 14, 2022, are subject to the BAP. The second notice, “General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance” (87 FR 26221), extended the implementation date for the BAP for Federal Financial Assistance (“FFA”) provided to Tribal recipients for a period of one year. HUD published a Notice proposing the waiver that is being finalized through this notice on its website on October 31, 2022, and via the Federal Register. Additional details on HUD’s implementation of the BABA requirements can be found at <https://www.hud.gov/program offices/general counsel/BABA>.

III. Waiver Authority

Under section 70914(b), HUD has authority to waive the application of a domestic content procurement preference when (1) application of the preference would be contrary to the public interest, (2) the materials and products subject to the preference are not produced in the United States at a sufficient and reasonably available quantity or satisfactory quality, or (3) inclusion of domestically produced materials and products would increase the cost of completing the infrastructure project by more than 25 percent. Section 70914(c) provides that a waiver under 70914(b) must be published by the agency with a detailed written explanation for the proposed determination and provide a public comment period of not less than 15 days.

IV. Public Interest in this General Applicability Waiver of Buy America Provisions

The Office of Management and Budget’s April 18, 2022, memorandum, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial

Assistance Programs for Infrastructure” (M-22-11) encourages agencies to consider whether it is in the public interest to waive application of a BAP to awards below the Simplified acquisition threshold. HUD is issuing this waiver not as an alternative to increasing domestic production, but as an important tool to implement the Buy American provisions in the most efficient manner. HUD understands that advancing Made in America objectives is a continuous effort. HUD plans to move forward to implement the new requirements in a way that maximizes coordination and collaboration to support long-term investments in domestic production.

Through this notice, HUD has waived the application of the BAP for infrastructure projects whose total cost (including HUD funding and funding from any other source) is an amount equal to or less than the 2 CFR 200.1 Simplified acquisition threshold, which is currently \$250,000. HUD has also waived the application of the BAP for all Small Grants of Federal Financial Assistance provided by HUD that are equal to or below the 2 CFR 200.1 Simplified acquisition threshold, which is currently \$250,000. However, if FFA provided by HUD is combined with other FFA from another Federal agency, and the total amount of FFA in a single project is greater than the Simplified acquisition threshold, currently \$250,000, then the waiver shall not apply to the FFA provided by HUD. HUD has also waived the application of the BAP for a *De Minimis* portion of an infrastructure project, meaning a cumulative total of no more than 5 percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.

For purposes of the Act, an infrastructure project involves the undertaking of any “construction, alteration, maintenance, or repair” of “infrastructure,” which includes, among other things, the “structures, facilities and equipment” of “buildings and real property.”

In accordance with the Act, HUD has found that such *De Minimis* and Small Grants waivers are in the public interest. Such waivers will allow HUD, grantees and funding recipients to focus their efforts on such critical projects. Issuing the waivers is not an alternative to increasing domestic production. The waivers are in the interest of efficiency, to ease burdens for HUD grantees and funding recipients, and will also allow HUD to focus, particularly in the early phases of BABA implementation, on key products, and critical supply chains where increased U.S. manufacturing can best advance our economic and national security. These waivers will allow HUD grantees and funding recipients to continue with projects. Without these waivers, HUD grantee and funding recipient participation could be impacted, such as modification of current plans.

HUD is issuing this waiver to facilitate the effective implementation of the BAP and will therefore not permit the artificial subdivision of infrastructure projects to fit within the scope of this waiver of the BAP. Thus, for purposes of this waiver, HUD will evaluate the total cost of the infrastructure project as it would for purposes of the review contemplated under 24 CFR Part 58, i.e., by defining the scope consistent with 24 CFR 58.2(a)(4), as “the activity, or a group of integrally related activities, designed by the recipient to accomplish, in whole or in part, a specific objective.” HUD believes its grantees and recipients of FFA that will be used for infrastructure projects are familiar with this regulation and understand the proper application of the concept in connection with their activities, or as otherwise defined by HUD in a notice. However, in connection with the public housing program, evaluation of certain maintenance and repair activities within the definition of infrastructure projects under the Act is not appropriate using this standard. Therefore, for the purposes of determining the applicability of this waiver in connection with the maintenance and repair of public housing, HUD will evaluate the

infrastructure project as including the single relevant procurement contract for such maintenance or repairs, or, where applicable, the collection of procurements focused on the same specific objective (e.g., construction of a resident service space) or limited scope of work (e.g., lead based paint abatement).

In fiscal year 2022, HUD grantees will receive more than \$15 billion through the Department's programs where infrastructure is an eligible activity and may be subject to the BAP. For example, Community Development Block Grant ("CDBG") funds may be used for infrastructure projects (e.g., water and sewer improvements, street improvements, neighborhood facilities) or non-infrastructure uses (e.g., senior services, youth services, operation of food banks, administrative and planning expenses). HUD estimates that 40 percent of CDBG funds awarded in 2021 (\$1.4 billion of \$3.5 billion total) were used on infrastructure projects where the BAP could apply.

As HUD's initial waivers advised and as supported by several comments received during the comment period on those waivers, many of HUD's programs may be subject to the BAP and have previously not required compliance with similar Buy American preferences. Because the potential application of BAP mandated by the Act is new to the majority of HUD's programs and FFA, this waiver advances BABA by reducing the administrative burden to potential assistance recipients where the costs of compliance with BABA could distract from the focus on higher value BABA compliant items. Failure to provide recipients such flexibilities could delay the award for infrastructure projects as grantees and funding recipients must exert considerable effort accounting for the sourcing for miscellaneous, low-cost items. Moreover, HUD does not believe the waiver of the BAP for such awards will undermine the full and robust implementation of the Act or the ability of the agency to support the purposes behind the Act.

HUD expects to review this waiver every five years from the effective date of this waiver or more often as appropriate. No funds obligated by HUD or the grantee/funding recipient during the period of the waiver that are exempted from compliance with BAP as a result of the waiver will be required to apply the BAP.

V. Public Comments on the Waiver

As required under section 70914 of the Act, HUD solicited comment from the public on the public interest waiver announced in this Notice on its website and then published the proposed waiver in the Federal Register. A total of 14 comments were received in response to the proposed waiver. HUD thoroughly reviewed and considered each of the comments in determining to move forward with the issuance of this waiver as published in this Final Notice. The comments generally favored a *De Minimis* and Small Dollar waiver as proposed.

A few commenters expressed support for a broader scope waiver, including requesting higher limits for a Small Grants exclusion, a higher percentage exclusion on portions of infrastructure projects, and a higher cap on the total cost under the *De Minimis* waiver. A similar number of commenters requested that the limits be lowered to afford more opportunities for the application of the BAP. HUD appreciates the comments from both perspectives, but believes that, as an initial matter, the limits proposed in the initial waiver are set at the appropriate levels to balance the intent of the Act with the public interest in the continued efficiency and success of infrastructure projects funded through HUD's affordable housing and community development programs. HUD declines to make changes to the amounts represented by these limits at this time, but is clarifying that all FFA, whether received by HUD or from another Federal source, in connection with infrastructure projects must be used to calculate the total, cumulative FFA in a single project to determine the applicability of a Small Grants waiver. HUD will continue to

monitor the implementation of the BAP across its programs to ensure the most robust application possible in light of the important public interests discussed above.

Several proponents of the waiver requested that HUD provide greater clarity regarding the implementation of the BAP and the appropriate application of this waiver. HUD appreciates these comments and will continue to work to develop robust guidance regarding the implementation of the BAP across its programs. HUD remains committed to reviewing the waivers it issues every five years or more often if necessary and appropriate.

A few comments were received from manufacturers and trade organizations that opposed portions of the proposed waiver because they would prefer a more narrowly tailored waiver, if a waiver is issued at all. These commenters expressed confusion over the reference to Minor Components in the proposed waiver. HUD agrees that use of the term Minor Components did not accurately reflect the waiver HUD was proposing. As a result, the waiver issued by HUD and announced via this Final Notice deletes all references to Minor Components and instead focuses on the true intent of the waiver – coverage for small grants and a *De Minimis* waiver.

Additionally, several of the opponents expressed concern that the waiver could give rise to a loophole to avoid compliance with the BAP. HUD appreciates the comments but believes that the waiver is sufficiently narrowly tailored with protections in place to avoid artificial manipulation of project size and that the risk of abuse is outweighed by the need to provide this important flexibility for Small Grants and the *De Minimis* portions of larger infrastructure projects. HUD expects the future guidance and technical assistance it provides to grantees regarding the implementation of the Act to further address any concerns that the scope or applicability of this waiver will be misconstrued by grantees. HUD will not allow the use of the waiver in any artificial or contrived circumstances designed to avoid the proper application of the

BAP requirements. HUD has therefore declined to modify the waiver at this time, beyond the clarification of the use of the cumulative total of all FFA funding the infrastructure project in determining application of this waiver. As previously indicated, HUD will continue to monitor the usage of the waiver so it may swiftly address any potential confusion concerning the proper application of the waiver.

The complexities of applying the BAP in connection with Small Grants and *De Minimis* portions of projects are such that the Agency maintains, for the reasons outlined herein, the public interest necessitates this waiver of the BAP. HUD will continue its work to assess compliance alternatives and options best suited to enable grantees and funding recipients to more efficiently and effectively implement the BAP in connection with Small Grants and *De Minimis* portions of infrastructure projects and will reevaluate this waiver in five years or sooner as appropriate. Additionally, HUD will continue to assess the need for and provide additional guidance for funding recipients and grantees to ensure the appropriate implementation of the BAP in its programs. At this time, however, HUD has issued this Small Grant and *De Minimis* waiver with the minimal substantive changes described herein and with other minor, inconsequential grammatical revisions.

V. Impact of this Waiver on other Federal Financial Assistance

Where the BAP or other BABA requirements are made applicable to projects of a grantee or funding recipient by another Federal agency, the grantee or funding recipient may not rely on this waiver as a waiver of any requirement imposed by the other Federal agency for the projects, nor is the grantee or funding recipient exempt from the application of those requirements in accordance with the requirements of the Federal agency providing such FFA.

VI. Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB Memorandum M-22-11, “Memorandum for Heads of Executive Departments and Agencies,” published on April 18, 2022, agencies are expected to assess “whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products” as appropriate before granting a public interest waiver.¹ HUD’s analysis has concluded that this assessment is not applicable to this waiver, as this waiver is not based in the cost of foreign-sourced products. HUD will perform additional market research during the duration of the waiver to better understand the market to limit the use of waivers caused by dumping of foreign-sourced products.

Dated: 11/23/2022



Marcia L. Fudge
Secretary

[Billing Code 4210-67]

¹ See OMB Memorandum M-22-08, Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act, <https://www.whitehouse.gov/wp-content/uploads/2021/12/M-22-08.pdf>

Exhibit E: Certification Regarding Lobbying

OMB Number: 4040-0013
Expiration Date: 06/30/2028

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or

guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

Exhibit F: Disclosure of Lobbying Activities — Standard Form LLL, if applicable

DISCLOSURE OF LOBBYING ACTIVITIES

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

Expiration Date: 06/30/2028

1. * Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. * Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ SubAwardee * Name * Street 1 Street 2 * City State Zip 		
6. * Federal Department/Agency: 		
8. Federal Action Number, if known: 		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: * Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date:		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Exhibit G: Washington State Prevailing Wage Rates
Klickitat County – Effective September 1, 2026

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 09/01/2026

Klickitat County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note	Ris
Asbestos Abatement Workers	Journey Level	\$62.61	6Z	1M		
Boilermakers	Journey Level	\$77.39	5N	1C		
Brick Mason	Brick Finisher	\$50.38	5A	1B		
Brick Mason	Caulker-Pointer-Cleaner	\$76.59	5A	1B		
Brick Mason	Journey Level	\$76.59	5A	1B		
Building Service Employees	Janitor	\$17.13		1		
Building Service Employees	Shampooer	\$17.13		1		

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

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

	Tenderman				
Dredge Workers	(boatman Attending Dredge Plant)	\$71.05	5D	1N	8D
Dredge Workers	Welder	\$72.54	5D	1N	8D
Drywall Applicator	Journey Level	\$67.80	5A	1B	
Drywall Tapers	Journey Level	\$69.95	7E	1E	
Electrical Fixture Maintenance Workers	Journey Level	\$17.13		1	
Electricians - Inside	Journey Level	\$99.74	5A	1B	
Electricians - Inside	Journeyman, Welder	\$106.48	5A	1B	
Electricians - Motor Shop	Craftsman	\$17.13		1	
Electricians - Motor Shop	Journey Level	\$17.13		1	
Electricians - Powerline Construction	Cable Splicer	\$107.31	5A	4D	
Electricians - Powerline Construction	Certified Line Welder	\$98.45	5A	4D	
Electricians - Powerline Construction	Groundperson	\$61.75	5A	4D	
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$98.45	5A	4D	
Electricians - Powerline Construction	Journey Level Lineperson	\$98.45	5A	4D	

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

Heating Equipment Mechanics	Journey Level	\$81.31	5A	1X	
Hod Carriers & Mason Tenders	Journey Level	\$65.23	5D	1B	
Industrial Power Vacuum Cleaner	Journey Level	\$17.13		1	
Inland Boatmen	Journey Level	\$17.13		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$17.13		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$17.13		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$17.13		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$17.13		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$17.13		1	
Insulation Applicators	Journey Level	\$71.87	15J	11U	9L
Ironworkers	Journey Level	\$85.13	15K	11N	

Laborers	Anchor Machines	\$62.61	6Z	1M
Laborers	Application (Including Pot Power Tender For Same), Applying Protective Material By Hand Or Nozzle On Utility Lines Or Storage Tanks On Project	\$61.96	6Z	1M
Laborers	Asbestos Removal	\$62.61	6Z	1M
Laborers	Asphalt Plant Laborers	\$61.10	6Z	1M
Laborers	Asphalt Raker	\$63.17	6Z	1M
Laborers	Asphalt Spreaders	\$61.10	6Z	1M
Laborers	Ballast Regulators	\$62.61	6Z	1M
Laborers	Batch Weighman	\$61.10	6Z	1M
Laborers	Bit Grinder	\$62.61	6Z	1M
Laborers	Brick Pavers (Dry)	\$61.10	6Z	1M
Laborers	Broomers	\$61.10	6Z	1M
Laborers	Brush (Power Saw)	\$61.96	6Z	1M

Laborers	Brush Burners And Cutters	\$61.10	6Z	1M
Laborers	Burners	\$61.96	6Z	1M
Laborers	Car And Truck Loaders	\$61.10	6Z	1M
Laborers	Carpenter Tender	\$61.10	6Z	1M
Laborers	Change-house Man Or Dry Shack Man	\$61.10	6Z	1M
Laborers	Chipping Guns	\$61.96	6Z	1M
Laborers	Choker Setters	\$61.10	6Z	1M
Laborers	Choker Splicer	\$61.96	6Z	1M
Laborers	Chuck Tender	\$61.96	6Z	1M
Laborers	Clary Power Spreader And Similar Types	\$61.96	6Z	1M
Laborers	Clean Up Laborers	\$61.10	6Z	1M
Laborers	Clean-up Nozzleman-Green- Cutter (Concrete Rock, Etc.)	\$61.96	6Z	1M
Laborers	Concrete Crew, Bull Gang	\$61.96	6Z	1M

Laborers	Concrete Laborers	\$61.96	6Z	1M	
Laborers	Concrete Nozzlemen	\$63.17	6Z	1M	
Laborers	Concrete Power Buggyman	\$61.96	6Z	1M	
Laborers	Concrete Saw Operator	\$62.61	6Z	1M	
Laborers	Concrete Saw Operator (Walls)	\$63.17	6Z	1M	
Laborers	Confined Space / Hole Watch	\$57.51	6Z	1M	8S
Laborers	Crusher Feeder	\$61.96	6Z	1M	
Laborers	Curing, Concrete	\$61.10	6Z	1M	
Laborers	Demolition And Wrecking Charred Materials	\$61.96	6Z	1M	
Laborers	Demolition, Wrecking And Moving Laborers	\$61.10	6Z	1M	
Laborers	Drill Doctor	\$62.61	6Z	1M	
Laborers	Drill Operators, Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills And Other	\$63.17	6Z	1M	

Similar Types,
Including At Crusher
Plants

Laborers	Dry Pack Machine	\$61.96	6Z	1M	
Laborers	Dry Stack Walls	\$61.10	6Z	1M	
Laborers	Dumpers, Road Oiling Crew	\$61.10	6Z	1M	
Laborers	Dumpmen (for Grading Crew)	\$61.10	6Z	1M	
Laborers	Elevator Feeders	\$61.10	6Z	1M	
Laborers	Erosion Control Specialist	\$61.10	6Z	1M	
Laborers	Final Clean-up	\$57.51	6Z	1M	8S
Laborers	Fine Graders	\$61.10	6Z	1M	
Laborers	Fire Watch	\$57.51	6Z	1M	8S
Laborers	Form Strippers (Not Swinging Stages)	\$61.10	6Z	1M	
Laborers	General Laborer	\$61.10	6Z	1M	
Laborers	Grade Checker	\$63.17	6Z	1M	

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

slopping and
stripping

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

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

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

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

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

Landscape Construction	Landscaping or Planting Laborer	\$49.42	6Z	1M	8T
Landscape Maintenance	Groundskeeper	\$17.13		1	
Lathers	Journey Level	\$71.80	5A	1B	
Marble Setters	Journey Level	\$77.59	5A	1B	
Metal Fabrication (In Shop)	Fitter	\$17.13		1	
Metal Fabrication (In Shop)	Laborer	\$17.13		1	
Metal Fabrication (In Shop)	Machine Operator	\$17.21		1	
Metal Fabrication (In Shop)	Painter	\$17.13		1	
Metal Fabrication (In Shop)	Welder	\$17.13		1	
Millwright	Journey Level	\$84.40	5A	1B	
Modular Buildings	Journey Level	\$17.13		1	
Painters	Bridge Painter	\$63.95	7E	11L	
Painters	Commercial Painter	\$54.86	7E	11L	
Painters	Industrial Painter	\$57.06	7E	11L	9F
Pile Driver	Journey Level	\$73.07	15J	11U	9L
Plasterers	Journey Level	\$64.24	5H	1E	

Playground & Park Equipment Installers	Journey Level	\$17.13		1	
Plumbers & Pipefitters	Journey Level	\$100.41	6Z	1Q	
Power Equipment Operators	Air Filtration Equipment(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Asphalt, Extrusion Machine Operator(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Asphalt, Paver (screed Man Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Asphalt, Pugmill (any Type)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Asphalt, Raker(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Asphalt, Roller (any Asphalt Mix)(group 5)	\$68.46	7B	4G	8U

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

Power Equipment Operators	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Band Wagons (in Conjunction With Whell Excavator) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Bell Man (any Type Of Comunication) (group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Blade Any Type(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Blade, Robotic(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Boatman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Boatman, Licensed(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Bobcat, Skid Steer (< 1yd)(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Boring Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Broom Self-propelled, Construction Job Site(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Bulldozer Over 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U

Power Equipment Operators	Bulldozer Robotic Equipment(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Cable-plow (any Type)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Cableway 25 Ton & Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Cableway Up To 25 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Canal Trimmer (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Cat Drill (john Henry)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Cement Pump(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Challenger(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Chip Spreading Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Chippers (asst To Engineer If Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Churn Drill & Earth Boring Machine(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compactor Self Propelled Without Blade(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Compactor With Blade Self Propelled(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compactor, Multi-engine(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compactor, Robotic(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	\$76.09	7B	4G	8U

Power Equipment Operators	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Concrete Batch Plant Quality Control(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete Breaker (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Concrete Curing Machine (riding Type)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Concrete Diamond Head Profiler(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Concrete Paving Road Mixer(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete Planer(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete Saw(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators	Concrete, Automatic Slip Form Paver (asst To Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Concrete, Combination Mixer & Compressor Operator, Guniting Work(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Finishing Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Grout Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete, Grouting Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Joint Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Mixer Mobile(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Concrete, Mixer Single Drum Any Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Paving Machine 8' And Less (asst To Engineer Required) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Placing Boom(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Pump Truck(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Pump(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Pumpcrete Operator (any Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For	\$68.46	7B	4G	8U

	Concrete Forms(group 5)				
Power Equipment Operators	Concrete, Spreader(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Telebelt(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Conveyor Operator Or Assistant(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Conveyored Material Hauler(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Carry Deck(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Chicago Boom & Similar Types(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Floating (derrick Barge) 30	\$74.18	7B	4G	8U

	Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)				
Power Equipment Operators	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required) (group 1)	\$78.25	7B	4G	8U
Power Equipment Operators	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel- electric Engineer Required)(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	\$78.25	7B	4G	8U

Power Equipment Operators	Crane, Hydraulic Crane 400 Ton And Over(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Crane, Hydraulic Under 50 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$78.25	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	\$78.25	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$80.41	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$73.03	7B	4G	8U

Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom Under 50 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required) (group 3)	\$73.03	7B	4G	8U

Power Equipment Operators	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Tugger(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Crane, Whirley 90 Ton And Over (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Crane, Whirley Under 90 Ton(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Crusher Feederman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Crusher Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Crusher Plant(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Deckhand(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Derrick Operator Under 100 Ton (two	\$69.70	7B	4G	8U

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

Power Equipment Operators	Drill, Directinal Locator(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Elevating Loader Operator (any Type) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Elevator To Move Personnel Or Materials(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$73.03	7B	4G	8U
Power Equipment Operators	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Excavator Operator, Over 130,000	\$74.18	7B	4G	8U

Lbs(group 2)

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

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

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

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

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

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

5)

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

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

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

Power Equipment Operators	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Offroad Trucks, Articulated And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Vacuum(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Truck, Water(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Tub Grinder(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Boring Machine Mechanic(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Boring Machine(group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Tunnel Segment Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Separation Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel Shaef Loader(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators	Tunnel, Locomotive, Dinkey(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Tunnel, Micro Boring Tunnel Machine(group 1)	\$76.09	7B	4G	8U
Power Equipment Operators	Tunnel, Mucking Machine(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators	Tunnel, Shield Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Underwater Equipment, Remote Or Otherwise(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Vacuum Blasting Machine Operator(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Water Pulls, Water Wagon(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Welder's Assistant(group 6)	\$65.24	7B	4G	8U

Power Equipment Operators	Welder; Heavy Duty, Certified Or Not(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators	Welding Machine(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators	Wheel Excavation Any Size (grade Oiler Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators	Wire Mat Or Brooming Machine(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Air Filtration Equipment(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Extrusion Machine Operator(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Asphalt, Paver (screed Man Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Pugmill (any Type)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Raker(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Roller (any Asphalt Mix)(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Asphalt, Screed(group 4)	\$69.70	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Auger Oiler(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Back Filling Machine (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Band Wagons (in Conjunction With Whell Excavator) (group 2)	\$74.18	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Bell Man (any Type Of Comunication) (group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Blade Any Type(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Blade, Robotic(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Boatman(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Boatman, Licensed(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Bobcat, Skid Steer (< 1yd)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Boring Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U

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

Power Equipment Operators- Underground Sewer & Water	Cableway 25 Ton & Over(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cableway Up To 25 Ton(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Canal Trimmer (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cat Drill (john Henry)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Cement Pump(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Challenger(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Chip Spreading Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Chippers (asst To Engineer If Required)(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Churn Drill & Earth Boring Machine(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Combination Heavy Duty Mechanic- welder, When Required To Do Both(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compactor Self Propelled Without Blade(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compactor With Blade Self Propelled(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compactor, Multi- engine(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compactor, Robotic(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground	Concrete Batch Plant And/or Wet	\$76.09	7B	4G	8U

Sewer & Water	Mix (3 Units Or More) (group1)				
Power Equipment Operators- Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Batch Plant Quality Control(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Breaker (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Curing Machine (riding Type)(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Diamond Head Profiler(group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete Paving Road Mixer(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground	Concrete Planer(group 5)	\$68.46	7B	4G	8U

Sewer & Water

Power Equipment Operators- Underground Sewer & Water	Concrete Saw(group 6)	\$65.24	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Automatic Slip Form Paver (asst To Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Combination Mixer & Compressor Operator, Gunite Work(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Finishing Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Grout Plant(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Grouting Machine(group 5)	\$68.46	7B	4G	8U

Power Equipment Operators- Underground Sewer & Water	Concrete, Joint Machine(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Mixer Mobile(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Mixer Single Drum Any Capacity(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Paving Machine 8' And Less (asst To Engineer Required) (group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Placing Boom(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Pump Truck(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Pump(group 5)	\$68.46	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Concrete, Pumpcrete Operator (any Type) (group 5)	\$68.46	7B	4G	8U

Power Equipment	Concrete,				
Operators- Underground	Reinforced Tank				
Sewer & Water	Banding Machine	\$69.70	7B	4G	8U
	(asst To Engineer Required)(group 4)				
Power Equipment	Concrete, Slip Form				
Operators- Underground	Pumps, Power				
Sewer & Water	Driven Hydraulic	\$68.46	7B	4G	8U
	Lifting Device For Concrete Forms(group 5)				
Power Equipment	Concrete,				
Operators- Underground	Spreader(group 5)	\$68.46	7B	4G	8U
Sewer & Water					
Power Equipment	Concrete,				
Operators- Underground	Telebelt(group 5)	\$68.46	7B	4G	8U
Sewer & Water					
Power Equipment	Concrete, Treated				
Operators- Underground	Base Roller	\$68.46	7B	4G	8U
Sewer & Water	Operator, Oiling(group 5)				
Power Equipment	Conveyor Operator				
Operators- Underground	Or Assistant(group	\$65.24	7B	4G	8U
Sewer & Water	6)				
Power Equipment	Conveyored				
Operators- Underground	Material	\$68.46	7B	4G	8U
Sewer & Water	Hauler(group 5)				

Power Equipment Operators- Underground Sewer & Water	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Carry Deck(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Chicago Boom & Similar Types(group 4)	\$69.70	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	\$74.18	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	\$76.09	7B	4G	8U
Power Equipment Operators- Underground Sewer & Water	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required) (group 1)	\$78.25	7B	4G	8U

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

Tower Attachment
(group 1)

Power Equipment	Crane, Hydraulic 90				
Operators- Underground	Ton Through 199	\$74.18	7B	4G	8U
Sewer & Water	Ton(group 2)				
Power Equipment	Crane, Hydraulic Crane 200 Ton Through 300 Ton				
Operators- Underground	With Luffing Or	\$78.25	7B	4G	8U
Sewer & Water	Tower Attachment(group 1)				
Power Equipment	Crane, Hydraulic				
Operators- Underground	Crane 400 Ton And	\$80.41	7B	4G	8U
Sewer & Water	Over(group 1)				
Power Equipment	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton				
Operators- Underground	With Luffer Or	\$80.41	7B	4G	8U
Sewer & Water	Tower Attachment(group 1)				
Power Equipment	Crane, Hydraulic				
Operators- Underground	Under 50 Ton(group	\$69.70	7B	4G	8U
Sewer & Water	4)				
Power Equipment	Crane, Lattice Boom				
Operators- Underground	200 Ton Through	\$78.25	7B	4G	8U
Sewer & Water	299 Ton, With Over 200' Boom(group 1)				

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

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

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

Sewer & Water

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

Operator Or
Grader(group 5)

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

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

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

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

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

Sewer & Water

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

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

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

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

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

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

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

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

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

Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.79	7E	4A
Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.98	7E	4A
Refrigeration & Air Conditioning Mechanics	Journey Level	\$100.41	6Z	1Q
Residential Brick Mason	Journey Level	\$76.59	5A	1B
Residential Carpenters	Journey Level	\$33.37		1
Residential Cement Masons	Journey Level	\$17.62		1
Residential Drywall Applicators	Journey Level	\$30.45		1
Residential Drywall Tapers	Journey Level	\$36.00		1
Residential Electricians	Journey Level	\$22.00		1
Residential Glaziers	Journey Level	\$21.22		1
Residential Insulation Applicators	Journey Level	\$34.81		1
Residential Laborers	Journey Level	\$17.13		1
Residential Marble Setters	Journey Level	\$77.59	5A	1B
Residential Painters	Journey Level	\$31.35		1
Residential Plumbers & Pipefitters	Journey Level	\$48.34		1

Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$18.40		1
Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$58.36	5A	1X
Residential Soft Floor Layers	Journey Level	\$64.08	7E	11Q
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$18.40		1
Residential Stone Masons	Journey Level	\$76.59	5A	1B
Residential Terrazzo Workers	Journey Level	\$17.13		1
Residential Terrazzo/Tile Finishers	Journey Level	\$17.13		1
Residential Tile Setters	Journey Level	\$17.13		1
Roofers	Irritable Bituminous Roofer	\$53.53	7G	4I
Roofers	Journeyman Roofer, Waterproofing, Kettleman	\$50.53	7G	4I
Sheet Metal Workers	Journey Level (Field or Shop)	\$81.31	5A	1X
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.79	5N	1F

Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.79	5N	1F	
Sign Makers & Installers (Electrical)	Journey Level	\$17.13		1	
Sign Makers & Installers (Non-Electrical)	Journey Level	\$17.13		1	
Soft Floor Layers	Journey Level	\$64.08	7E	11Q	
Solar Controls For Windows	Journey Level	\$17.13		1	
Sprinkler Fitters (Fire Protection)	Journey Level	\$76.94	7J	1R	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$17.13		1	
Stone Masons	Journey Level	\$76.59	5A	1B	
Street And Parking Lot Sweeper Workers	Journey Level	\$17.13		1	
Surveyors	Chain Person	\$65.24	7B	1B	9H
Surveyors	Instrument Person	\$68.46	7B	1B	9H
Surveyors	Party Chief	\$74.18	7B	1B	9H
Telecommunication Technicians	Journey Level	\$83.46	5A	1B	
Telephone Line Construction - Outside	Cable Splicer	\$42.62	5A	2B	

Telephone Line Construction - Outside	Hole Digger/Ground Person	\$27.97	5A	2B	
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$35.60	5A	2B	
Telephone Line Construction - Outside	Telephone Lineperson	\$40.28	5A	2B	
Terrazzo Workers	Journey Level	\$43.81	5A	1M	
Tile Setters	Journey Level	\$43.81	5A	1M	
Tile, Marble & Terrazzo Finishers	Journey Level	\$35.93	5A	1M	
Traffic Control Stripers	Journey Level	\$91.39	15N	1K	
Truck Drivers	Asphalt Mix Over 20 Yards	\$66.73	5D	1V	8M
Truck Drivers	Asphalt Mix To 20 Yards	\$66.52	5D	1V	8M
Truck Drivers	Dump Truck	\$66.52	5D	1V	8M
Truck Drivers	Dump Truck & Trailer	\$66.73	5D	1V	8M
Truck Drivers	Other Trucks	\$62.14	5D	1V	8M
Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	\$66.73	5D	1V	8M

Truck Drivers - Ready Mix	Transit Mixers over 20 yards	\$67.10	5D	1V	8M
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.13		1	
Well Drillers & Irrigation Pump Installers	Oiler	\$17.13		1	
Well Drillers & Irrigation Pump Installers	Well Driller	\$17.13		1	