



Housing Authority of Grant County

1139 Larson Blvd. • Moses Lake, WA 98837-3308

Phone: (509) 762-5541 • Fax: (509) 762-2202

Toll Free: (800) 747-9202 • TTY: (800) 833-6388

BID PACKAGE

Frenchman Hills Mold Remediation, Roofing Replacement, and Ventilation Improvements

**590 Beech Avenue NE
Royal City, Washington**

Housing Authority of Grant County
Attn: Doug Larsen
1139 Larson Boulevard
Moses Lake, Washington



The Housing Authority of Grant County, Washington is an equal opportunity provider and employer and does not discriminate on the basis of race, color, national origin, religion, sex, physical or mental disability, or familial status. The Housing Authority of Grant County's policies and practices are designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing programs and related services.



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General Contract Conditions (Form 5370)

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Daily Log-(Sample) will be required- *Will be given at the time of Award*

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Requests for Bids

The Housing Authority of Grant County is requesting sealed bids for a 10 unit project (5 duplexes) in Royal City, Washington:

Complete removal and replacement of insulation and roofing with mold remediation and correction of ventilation.

Bid packages are available at 1139 Larson Blvd., Moses Lake, WA, or on www.hagc.net or by calling Doug Larsen at (509) 762-5541 ext 127, or 509-750-1132

All bids over \$150,000 must be accompanied by a bid guarantee in the form of a bid bond or certified cashier's check made payable to Housing Authority of Grant County in the amount of five percent (5%) of the total bid amount. Cost of bonds must be included in the bid price.

This project is subject to State Prevailing Wage Rates. There will be a bid walk through on Monday, August 16, 2021 at 10:00 am at the project site in Royal City, Washington. Time and location are listed in the project bid package.

Bids must be submitted in a sealed envelope bearing the project name no later than 2:00 p.m. August 25, 2021. No facsimiles or emails will be accepted. The Housing Authority will open bids publicly at 1139 Larson., Moses Lake, WA at 2:00 p.m. on August 25, 2021.

The Housing Authority has the right to reject any or all bids and to waive any minor irregularities in the bids. Minority, Women, and Small owned business are encouraged to submit bids.

Thank you,

Doug Larsen

Doug Larsen
Contract Manager



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INFORMATION TO BIDDERS

BID PACKAGE – Frenchman Hills Mold Remediation, Roofing Replacement, and Ventilation Improvements

Project #:

Project Location: Royal City, Grant County, WA.

Project Units:

Base Bid: 101, 102, 105, 106, 107, 108, 109, 110, 111, 112

Alternate Bid: 117, 118

Scope of Work:

- See attached performance standards and statement of work.

Prevailing wage rates:

- All Contractors performing “public works” contract are bound by the laws of the State of Washington to pay their employees prevailing wage rates. Contractor shall prepare and submit an intent and maintain certified payrolls. RCW 39.12.040 governs the way in which this filing is made.

Section 3 Compliance:

- Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance. Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to residents and businesses in that area. See attached pamphlet located in the small works application for full details.

Bid Bond:

- All bids over \$150,000 **must be accompanied** by a bid bond or certified cashier’s check in the amount of five percent (5%) of the total bid amount. Bids received without the required bid guaranty will be considered non-responsive and will be returned to the bidder.

Payment/Performance Bond:

- Bids **over** \$150,000 require submittal of a Performance and Payment Bond in the amount of 100% of the total bid amount, or a 20% cash escrow, or a 25% irrevocable letter of credit naming the Housing Authority of Grant County as the insured within ten days after contract signing.

Non-Collusive Affidavit:

- **All** bids require the submittal of a signed non-collusive affidavit that is attached and must be returned with the bid.

Bid Submittal and Deadline:

- Pre-Bid Walk through meeting will be held on Monday, August 16, 2021 at 10:00 AM., meeting at 590 Beech Avenue NE, Royal City, Washington.
- Bids must be submitted on the enclosed bid form, with **all attachments signed and dated**, and will be accepted at 1139 Larson Blvd, Moses Lake, Washington 98837, Attention Doug Larsen, no later than 2:00 PM, Wednesday, August 25, 2021.
- Timeline for completion of this project will be 3 months from the notice to proceed start date.

Bidder's Site Investigation and Acknowledgement of Conditions Affecting the Work

By submitting its bid, the bidder acknowledges and certifies the following:

- Bidder has fully familiarized itself with all terms and conditions of the Bid Documents and is prepared to execute the form of construction contract provided, without any modifications or qualifications thereto, in the event it is determined to be the successful bidder.
- Bidder has taken steps reasonably necessary to ascertain the nature and location of the Project, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.
- Bidder has satisfied itself as to the character, quality and quantity of materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the HAGC, as well as from the drawings and specifications made a part of the bid document.

Bid Award:

- The award of bid shall be made to the most responsible bidder as determined by HAGC; provided, however, that HAGC reserves the right to reject any or all bids and to waive minor irregularities in the bids. In evaluating the most responsible bid, HAGC may consider the following factors, set forth in RCW 39.04:
 1. The ability, capacity, and skill of bidder to perform the contract.
 2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 3. Whether bidder can perform the contract within the time specified.
 4. The quality of performance of previous contracts.
 5. The previous and existing compliance by bidder with laws and requirements relating to the contract.
 6. Such other information as may be secured having a bearing on the decision to award the contract.
- In addition, in determining the responsibility of the bidder, HAGC reserves the right to:
 1. Find that bidder is unqualified, and therefore not responsible, if bidder is unable to demonstrate specific prior project experience.
 2. Reject any bid submitted by a bidder who has been terminated by the HAGC within 3 years of submission of the bid at issue.
 3. Consider the responsibility of any subcontractors that were listed in the bid form as performing a category of work.

Monthly Payment:

- Contractor will be paid on a monthly basis usually the first week of the month barring any holidays or extenuating circumstances.

Vendor Qualifications:

- Any bidder who has not completed a HAGC Qualified Contractor/Vendor Packet will be required to do so before a bid award will be made.

Equal Opportunity Employer:

- The Housing Authority of Grant County is an Equal Opportunity and Affirmative Action Contractor; Small, Women, and Minority owned businesses are encouraged to submit bids. The Housing Authority of Grant County does not discriminate on the basis of race, color, national origin, religion, sex, physical or mental disability or familial status.

PART 1 – GENERAL**1.1 SUMMARY**

- A. The intent of this specification to complete existing roofing removal, mold remediation, and repair construction deficiencies present in select attics of the Frenchman Hills Apartments as detailed in these Technical Provisions.
- B. General work summary:
1. Remove all attic insulation, including all insulation in the soffit venting.
 2. Remediate moisture and mold impacted building materials in all units according to the specifications, including removal and replacement of all insulation and remediation of all mold growth on wood surface and replacement of all gypsum wallboard with visible mold growth.
 3. Remove all solid blocking between trusses at the soffit and replace with vented soffit blocking of type that matches the existing venting. Repair existing baffles or install new baffles for all soffit vents.
 4. Clean and repair roof trusses, install new sheathing, and new architectural laminated roofing shingles, flashings, etc.
 5. Exhaust ducting kitchen and bathroom: remove and replace flex style ducting with insulated hard or rigid ducting and eliminate horizontal runs as much as possible. All ducting shall extend in solid piping through the roof. The ducting shall not permit air to escape into the attic space.
 6. Install RVO 38 ridge vent cans per current building codes, not less than one square foot of attic ventilation per 150 square feet of attic floor space, in all units. Continuous ridge venting shall not be permitted.
 7. Install new attic insulation and confirm correct installation of insulation baffles in all units to an R-value and insulation depth meeting current building codes.
- C. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Type of the Contract.
 3. Work Phases.
 4. Work under separate contracts.
 5. Use of premises.
 6. Coordination with occupants.
 7. Work restrictions.
 8. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Frenchman Hill Apartments
- B. Project Location: 590 Beech Avenue NE, Royal City, Washington
- C. Owner: Housing Authority of Grant County
- D. Owner's Representative: Ryan K. Mathews, CIH, Fulcrum Environmental Consulting, Inc.

Owner's Representative has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and Contractor, according to a separate contract between Owner and Owner's Representative.

E. The work consists of the following:

1. Contractor shall provide costs as shown on the bid form and in these documents. All work shall be conducted in accordance with pertinent federal, state, and local regulations and building codes in effect at the time of the work in addition to these specifications.
2. Contractor shall be responsible for obtaining any building permits necessary for this project and shall include all such costs in the project bid(s).
3. No hazardous building materials are known to be present in the attic space work areas. Should suspect hazardous materials be identified during the course of the work, Contractor shall stop work and contact the Owner's Representative to complete an inspection.
4. The Contractor shall be responsible for all damages or injuries due to his action or neglect.
5. Contractor's work shall be limited to the hours of 8:00 am to 5:00 pm, Monday through Friday, except federal holidays.
6. Post-work documentation, as specified herein, shall be forwarded to the Owner's Representative for review prior to acceptance of substantial completion for this project.

F. Project prohibitions shall include, but are not limited to the following:

1. Use of unauthorized remediation techniques, tools, or equipment not common to industry standard.
2. Application of any chemicals, cleaners, or sealers not authorized by the Owner and Owner's Representative.

1.3 TYPE OF CONTRACT

A. See Contracting Documents provided **i**n these Bidding Documents.

1.4 WORK PHASES

- A. Work will be conducted during one phase and completed within 90 days of notice to proceed.
- B. Before commencing Work for each phase, submit a copy of the Contractor's construction schedule showing the proposed sequence, unit commencement date, and unit completion dates for all authorized work.

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Preceding Work: Owner reserves the right to award separate contract(s) for other site activities at Project site.

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for project activities. The Contractor shall cooperate and coordinate with the Owner's Representative and site management of Frenchman Hills Apartments such that project activities do not interfere with tenant access and usage of the tenant spaces.
- B. The Contractor will have access to the general area of the project site.
- C. Driveways, Walkways, and Entrances: Except where noted in Section 1.7, keep all driveways, loading areas, and entrances serving premises clear and available to Owner, tenants, visitors, lessees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials or equipment.
- D. Do not park on grass or other landscaped area. Prevent damage to landscaping and repair any damage at the conclusion of the project.
- E. Contractor is expected to keep a clean project site, including picking up garbage or other construction debris on a daily basis.

1.7 COORDINATION WITH OCCUPANTS

- A. Tenant Occupancy: Living spaces underlying and associated with the attic spaces are anticipated to be fully occupied during the project. Additionally, all site buildings will require access by the Owner, emergency medical personnel, and visitors throughout the duration of the project. Maintain existing access to existing buildings exiting to the public way or intra-community roadways, sidewalks, etc. Provide temporary egress and enclosures from portions of the building where existing exits are affected by the project, comply with authorities having jurisdiction for safe egress paths of occupants to the public way.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations or tenant's use of his/her space.

1.8 WORK RESTRICTIONS

- A. Onsite Work Hours: Work shall be generally performed during normal working hours of between 8 a.m. to 5 p.m., Monday through Friday, except federal holidays unless otherwise arranged by agreement between the Contractor and the Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities in use by others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify authorities having jurisdiction of not less than 2 days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without written permission from the Owner and tenant(s).

- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Tenant occupancy with Owner.
 - 1. Notify Owner's Representative not less than 2 days in advance of proposed disruptive operations.
 - 2. Obtain Owner's Representative's written permission before proceeding with disruptive operations.
- D. Use of Tobacco Products: Use of tobacco products, including smoking or smokeless tobacco, is not permitted within site buildings, including attic spaces.
- E. Controlled Substances: Use of alcohol or illicit drugs and other controlled substances on the Project site is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Drawing Coordination: Requirements for materials and products identified on the Contractor provided Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Manual.

PART 2 – EQUIPMENT AND MATERIALS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 1

PART 1 – GENERAL**1.1 SUMMARY**

- A. Contractor shall inspect the attics of all specified units and correct construction deficiencies identified in this Technical Provision. The combination of construction deficiencies present in each unit will vary. Contractor shall be responsible for inspecting the units, identifying those deficiencies requiring correction, and implementing the appropriate corrections consistent with these Technical Provisions.
- B. Section includes conditions and procedural requirements for the following:
 - 1. Remove insulation blocking or restricting soffit vents and other roof system vents. Place baffles as need to prevent future blockage of vent systems.
 - 2. Remove solid soffit blocking and replacing with vented soffit blocking.
 - 3. Install new soffit vents, other roof system vents, and baffles as needed where deficiencies are identified.
 - 4. Replace all flexible duct work, repair all existing metal ducting, and insulate all duct work associated with the kitchen and bathroom exhaust ventilation systems.
 - 5. Repair or install roof attic accesses as required.
 - 6. Restore and finish weather tight consistent with industry standard all roof penetrations.

1.2 CODES PERMITS AND FEES

- A. Mechanical work shall be in accordance with the following:
 - 1. The latest edition of all applicable State and Local Codes and Ordinances.
 - 2. The Contractor at his expense shall obtain permits and inspections required for the construction deficiencies work on this project.
- B. Electrical work shall be in accordance with the following:
 - 1. The latest edition of all applicable State and Local Codes and Ordinances.
 - 2. The Contractor at his expense shall obtain permits and inspections required for the construction deficiencies work on this project.

PART 2 – PRODUCTS**2.1 EQUIPMENT AND MATERIALS – STANDARDS/CODES**

- A. Materials used under this Contract, unless specifically noted otherwise, shall be new and of the latest and most current model line produced by the manufacturer. Each item of equipment shall conform to the latest Standard Specifications of the ASTM International and shall conform to any applicable standards of the United States Department of Commerce.
- B. Exhaust system serving the range exhaust hoods or bathroom exhaust shall be constructed of 24 gauge fully sealed aluminum or stainless steel ductwork. Sheet metal screws are prohibited. Use of lap joints or rivets or equivalent is acceptable. Exhaust ventilation ducts shall be insulated on the exterior of the pipe with fiberglass-type insulation.
- C. The addition of soffit or roof vents on units where supplementary venting is necessary shall be consistent with vents currently installed on individual units.

- D. Provide loose fill blown-in glass fiber insulation consistent with industry standard of a thickness and R rating consistent with insulated units present at the complex.

PART 3 – EXECUTION

3.1 DUCT INSTALLATION

- A. Install ducts with fewest possible joints, the most direct route, and the shortest distance.
- B. Take due care to prevent piping, conduit or other building materials from touching ductwork.
- C. Install ducts, unless otherwise indicated, vertically and perpendicular to building lines; avoiding horizontal runs.
- D. Verify the physical dimensions of each item of mechanical equipment to fit the available system.

3.2 SOFFIT AND ROOF VENT INSTALLATION

- A. Install soffit and roof vents consistent in size and appearance with the current vent installation.
- B. Install baffles in the attic in locations where soffit vents are present.

3.3 JOINT SEALING AND INSULATION

- A. Seal ducts before external insulation is applied.
- B. The insulation shall be cut and fitted to assure all joints are neatly and tightly butted with no interruptions or gaps. An allowance for 1-inch or 2-inch thick insulation is included and duct sizes do not need to be increased to compensate for the insulation.

3.4 DUCTWORK PROTECTION

- A. Protect equipment and materials in storage on site, during and after installation until final acceptance. Leave factory covers in place and take special precautions to prevent entry of foreign material into working parts of piping and duct systems.

3.5 LOOSE FILL BLOWN-IN INSULATION

- A. Contractor shall place blown-in insulation to current building code in all attics.
- B. Insulation shall be loose fill blown-in glass fiber type insulation.

3.6 INSPECTION

- A. Equipment shall be subject to inspection.
- B. Maintain a record of all work completed in each unit, including the number of soffit vents replace, number of exhaust ducts repaired or replaced, number of baffles installed, and thickness of new insulation. etc.

END OF SECTION 2

PART 1 – GENERAL**1.1 SUMMARY**

A. Section includes conditions and procedural requirements for the following:

1. Remove and replace all roof sheathing and asphalt composite roofing as provided in Section 8.
2. Remove solid soffit blocking and replace with vented soffit blocking matching existing type and style.
3. Paint new soffit blocking to match existing.
4. Repair or replace damaged trusses.
5. Install new roof sheathing.
6. Install new metal edging, penetration flashing, etc. for all penetrations.
7. Install new laminated architectural shingles per manufacturer's instruction and industry best practices.
8. Install new roof ventilation.

1.2 CODES PERMITS AND FEES

A. Roofing work shall be in accordance with the following:

1. The latest edition of all applicable State and Local Codes and Ordinances.
2. The Contractor at his expense shall obtain permits and inspections required for the roofing repair work on this project.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.4 PROJECT CONDITIONS

- A. Do not deliver or install asphalt shingles until all substrates have been installed and are clean and dry.
- B. Install all materials within the range of ambient and substrate temperatures recommended by manufacturer.

1.5 WARRANTY

A. Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Manufacturing defects.
 - b. Structural failures including failure of asphalt shingles to self-seal after a reasonable time.
2. Material Warranty Period: 35 years from date of Substantial Completion, prorated, with first five years nonprorated.

3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 130 mph for 10 years from date of Substantial Completion.
4. Workmanship Warranty Period: 10 years from date of Substantial Completion.
5. Algae resistance: 10 years from date of substantial completion.

1.6 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Asphalt Shingles: 200 sq. ft of each type, in unbroken bundles.

PART 2 – PRODUCTS

2.1 ROOF SHEATHING

- A. Provide new plywood or oriented strand board (OSB) sheathing for the project. Thickness of the material shall be as required by the roofing manufacturer and industry best practice.

2.2 SOFFIT VENTS

- A. Provide new soffit vents and blocking as needed for the project.

2.3 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Provide Owen's Corning Oakridge series in Shasta white glass-fiber-reinforced architectural shingles, or comparable shingle from another manufacturer.

2.4 UNDERLAYMENT MATERIALS

- A. Provide self-adhering sheet underlayment as required by current building codes and industry best practice.
- B. Provide synthetic underlayment as required by current building codes and industry best practice.

2.5 ACCESSORIES

- A. Nails and fasteners: Provide new nails to repair trusses, secure new vented soffit blocking, secure new roof sheathing, and for all other project uses.
- B. Roofing Clips: Provide new roofing clips and other incidental materials required for sheathing installation per current building codes.
- C. Asphalt Roofing Cement: Use only asphalt roofing cements and adhesives that do not contain detectable levels of asbestos fibers.
- D. Roofing Nails: Provide new roofing nails as specified by the roofing manufacturer. Nails used to secure roofing shall extend at least 1/8 inch through OSB or plywood sheathing. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- E. Paint: Provide paint for the project tasks, including at the soffit, eaves, and trim.

2.6 METAL FLASHING AND TRIM

- A. Sheet Metal: Provide zinc-tin alloy-coated steel for non-exposed conditions and pre-finished aluminum for exposed conditions.
- B. Vent Pipe Flashings: Provide all vent flashings of type required by the roofing manufacturer.

2.7 RIDGE VENTS

- A. Provide RVO 38 ridge vent cans per current building codes for installation at not less than one square foot of attic ventilation per 150 square feet of attic floor space, in all units.
- B. Provide ridge vents in a color that matches selected roofing.

PART 3 – EXECUTION**3.1 EXISTING TRUSSES**

- A. Repair or replace any damaged trusses.
- B. Inspect all trusses and ensure they are adequately secured.

3.2 SOFFITS

- A. Remove all solid soffit blocking.
- B. Install new vented blocking, of same type and style as current blocking.
- C. Paint new blocking to match existing blocking.

3.3 SHEATHING INSTALLATION

- A. Secure new sheathing as required by current building codes and industry best practice.
- B. Stagger roof sheathing joints.

3.4 UNDERLAYMENT INSTALLATION

- A. Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Install underlayment on a clean and dry sheathing, beginning at the eave and running parallel with the roof deck.
- C. Lap sides and ends of underlayment as required by the manufacturer and current building codes.

3.5 METAL FLASHING INSTALLATION

- A. Install metal flashings and trim on all edges of the roof as required by roofing manufacturer, building codes, and industry best practices.

- B. Pipe Flashings: Install flashing around all pipe penetrations and and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.6 ROOF TOP VENTS

- A. Install new roof top roof vents at a rate of not less than than one square foot of attic ventilation per 150 square feet of attic floor space, in all units.
- B. Flash all roof top vents.

3.7 ASPHALT SHINGLE INSTALLATION

- A. Install asphalt shingles according to manufacturer's written instructions and building codes.
- B. Install shingles under the weather conditions directed by the manufacturer and on a dry substrate.

END OF SECTION 3

PART 1 – GENERAL

1.1 GENERAL DESCRIPTION

- A. All costs associated with remediation of moisture and mold impacted building materials in select residential units located in Royal City, Washington shall be included in the lump sum bid. Furnish all supervision, labor, tools, materials, equipment, machinery permits, personnel monitoring and building monitoring, etc. required to remove, handle, and dispose of mold impacted building materials and associated components described in this section.
- B. Select units operated by the Housing Authority of Grant County (HAGC) have been identified with excessive and unusual mold growth within the attic spaces of select units. An inspection completed by Fulcrum Environmental Consulting, Inc. (Fulcrum) in October 2019 confirmed mold presence and formed the basis for preparation of the description of work, work practices, and remediation strategies (collectively the specification) presented herein.

Source of moisture impact appeared characteristic of inadequate or inappropriate roof venting and/or discharge of kitchen, bathroom, and laundry exhaust vent fans into the attic space. All observed mold growth and water damage was observed to be limited to components associated with the roof system, including sheathing and truss components and fire walls. For purposes of this specification, blow-in fiberglass type insulation shall be removed as directed in this specification. No indication of water impact or mold growth was observed on ceiling systems or wall components.

- C. Refer to the *Mold Inspection Report, Fulcrum Environmental Consulting of Yakima, Washington*, dated December 7, 2019, for additional information regarding conditions of identified mold growth and building materials. ***The referenced report is available for informational purposes and should not be used for bidding or estimating purposes.*** It is specifically not incorporated as part of this specification. An attachment of the report will be included in bid package.
- D. Typical units are approximately 1,080 to 1,250 square feet. One unit consists of a half of a multi-family residence. Most roofing systems consist of a 5:12 pitch plywood, or oriented strand board (OSB) sheathing.

All duplex units were found to consist of attic spaces with gypsum wallboard “fire break” dividers in the attic space.

Attics spaces are accessible from one interior attic hatch per unit. Hatch dimensions are commonly 2-feet by 2-feet, but vary in size. Attic hatches are commonly located in the main hallway of the unit, but some unit’s hatches are located in closets or other locations.

All units are occupied and will remain occupied throughout the course of the project. Access to attic will be available in each unit requiring mold remediation, Contractor shall create one exterior gable end access location, where reasonable access from the exterior of the unit does not already exist.

All units have blown-in fiberglass type insulation along with fiberglass batt insulation with a random depth of insulation from 8 inches to 24 inches.

- E. Contractor shall provide all pre-work submittals as specified in Section 1.05 A as a portion of the bid.
- F. HAGC reserves the right to determine if the training, qualifications, and experience of the Contractor are insufficient. In such a case, the apparent low-bid Contractor may elect to withdraw their bid without penalty or shall provide to HAGC a plan for resolution of insufficient training. Plan shall include at a

minimum schedule and number of courses, certifications, or exams proposed. HAGC shall reserve the sole right to determine that the Contractor's proposed resolution is insufficient due to proposed qualification, timeliness, or for any other reason. See Section 1.05 for Contractor Qualification requirements.

- G. Contractor shall complete work in an efficient and discreet fashion being mindful of the site setting and use. Barriers and signage shall be placed as appropriate to restrict access to work areas and be typical of "Construction Area"-type settings. Site-access and scheduling shall be coordinated through the General Contractor.

In addition to detailed requirements of this specification, the Contractor shall comply with all applicable laws, ordinances, rules, and regulations, and shall submit matters of interpretation of standards to the appropriate administrative agency for resolution before commencing the work. If matters of interpretation are submitted to an agency, copy of request and response shall be provided to Fulcrum. Where the requirements of this Specification and referenced documents vary, the most stringent shall apply.

The use of bleach, commercial biocides, ozone, or other chemicals shall be prohibited, except where requested in writing by the Contractor and approved in writing by the Owner and Owner's Representative.

1.2 SUMMARY FOR REMEDIATION

- A. Work covered by this section includes the remediation of mold growth and removal of mold growth impacted building components. Portions of work include cleaning and decontamination of all areas in which mold growth has been identified, application of a sealing agent, and restoration of site conditions.
- B. Dimensions, quantities and locations are approximate, included solely to provide general information to the Contractor.
1. Contractor shall be responsible for remediation of all moisture and mold growth from the attic space specified herein without regard to accuracy of quantity or location recorded.
 2. Contractor shall be responsible for mold growth present in all attic spaces.
 3. Contractors shall visit the sites and familiarize themselves with the work and conditions under which the work is to be performed. A 48 hour tenant notice is required.
- C. Contractor shall complete work within a negative pressure enclosure as defined by WAC 296-62-07712(7)(a). The NPE shall be capable of maintaining a minimum of 4 air exchanges per hour with - 0.02 column inches of water pressure differential, relative to outside pressure as evidenced by manometric measurements. The NPE shall be inspected for breaches and smoke-tested for leaks prior to commencement of mold remediation and at the beginning of each subsequent shift.
- D. Contractor shall be prepared to assemble and disassemble any access within the interior of the units during non-work hours and shall maintain at least a critical barrier at the interior attic hatch when not onsite. Contractor may leave intact any exterior NPE or other methods installed to access the exterior attic hatch (gable end) when not at the site.
- E. Contractor shall not transport mold impacted building materials within the living space of a unit except when materials are present within two independently sealed 6-mil plastic bags.
- G. Units

1. Intent is to remove all components, except trusses, with mold growth (roofing, sheeting, fire wall etc.) Contractor shall prepare work area by placing critical barriers on all access locations and prepare the work areas as an NPE.
2. Contractor shall remove all blown-in insulation from the attic spaces of all units. Following removal of insulation and remediation of mold growth, Contractor shall complete HEPA vacuum cleaning of all surfaces in the work area. Replace blown-in insulation to meet R Factor codes
3. Contractor shall seal all penetrations within attic with fire caulking.

1.3 MOLD REMEDIATION SPECIFIC SUBMITTALS

- A. Pre-work Submittals: The following items shall be submitted along with other bid packet submittals and approved in writing by the Owner's.

1. Training: Submit documentation that supervisory staff, who shall be present at the project locations during the course of contractor activities, has received training and/or certification in moisture and mold remediation from a third-party certification body, such as American Council for Accredited Certification (former American Indoor Air Quality Association), Institute of Inspection, Cleaning, and Restoration (IICRC), Restoration Sciences Academy (RSA), or through an in-house program. If Contractor seeks to qualify through an in-house program, Contractor shall provide a copy of all training documentation, including manuals, schedules, agendas, etc.

Contractor shall provide evidence that all workers have received training in mold and moisture remediation, personal protective equipment use, and any equipment or tools used in the remediation process.

HAGC reserves the right to determine that the qualifications presented by the Contractor are insufficient. In such a case, the apparent low-bid Contractor may elect to withdraw their bid without penalty or shall provide to HAGC a plan for resolution of insufficient training. Plan shall include at a minimum schedule and number of courses, certifications, or exams proposed. HAGC shall reserve the sole right to determine that the Contractor's proposed resolution is insufficient due to proposed qualification, timeliness, or for any other reason.

2. Insurance: A Certificate of Insurance shall be provided naming the Housing Authority of Grant County, United States Department of Housing and Urban Development, United States Department of Agricultural as primary and noncontributory additional insured on the Contractor's insurance policy. In addition to insurance requirements specified in the General Conditions, the Contractor shall submit and maintain coverage types and amounts in companies acceptable to the Owner demonstrating insurance coverage that includes all work activities required under this specification specifically including mold remediation services.
3. License: Contractor shall obtain business licenses for the municipality in which remediation activities will be completed during this project if municipality requires it.
4. Permits and Notifications: Submit copies of all permits and notifications that are secured in conjunction with mold remediation, and reconstruction. Provide timely notification of such actions as may be required by federal, state, regional, and local authorities.

5. Mold Remediation Plan: Submit a detailed site-specific plan of the work schedule and procedures to be used in the removal of materials containing mold. The Owner's Representative, prior to the start of any mold work shall approve the mold plan. Such plan shall include the following:
 - a. Project-specific health and safety summary.
 - b. Location and layout of mold remediation areas.
 - c. Location of decontamination enclosures and negative air filtration units.
 - d. Sequencing of mold related work.
 - e. Type of post-remediation sealants to be used.
 - f. Fire caulking or other sealant proposed to seal for attic penetrations.
 - g. Weather protection plan for all structures from which the roofing system is removed.
 - h. Material Safety Data Sheets (MSDS) for products stored or used onsite.
 - i. Documentation that a respirator program has been established as required by ANSI Z88.2, 29 CFR 1910.134, WAC 296-842.
- B. Work-In-Progress Submittals: The Contractor shall have the following documentation onsite and available for review by Owner's Representative during the project. Work-in-progress submittals shall also be included with post-work submittals.
 1. Daily Logs: For each shift the Contractor is onsite, a daily work log (Supervisor's report) shall be completed. Each log shall document at least the following information:
 - a. Workers' name.
 - b. Power and water usage log.
 - c. Labor hours and details of job tasks for each worker.
 - d. Respiratory protection used by each worker.
 - e. Negative air machine readings.
 - f. Problems or delays.
 - g. Project progress.
 2. Notification Revisions: Notification of change in work dates, hours, practices, and quantities removed shall be submitted to the appropriate agencies and the Owner's Representative.
- C. Post-work Submittals: Contractor shall submit post-work project documentation to Owner's Representative within 10 days of substantial completion of mold remediation for **each unit**. Post-work submittals must be received and approved by Owner's Representative prior to project payment. Post-work documentation shall include at least the following:
 1. All permits and notifications.
 2. Daily work logs (Supervisor's report).
 3. All worker certification documentation.
 4. All waste disposal receipts.

1.4 JOB CONDITIONS

- A. The Contractor shall work closely together with subcontractors to integrate and schedule mold remediation activities with other site activities. Contractor shall complete remediation work, inclusive of time allowance for post-remediation validation inspections in accordance with work requirements.

- B. Mold remediation will occur while the units remain occupied by tenants. Other subcontractor may be working in area adjacent to mold remediation work areas.
- C. Power and water will be available at each unit. Contractor shall maintain a log for period of usage in each unit.
- D. Owner's Representative shall be notified in writing 10 working days prior to Contractor's mobilization or remobilization to any project location.
- E. Contractor shall be responsible for coordinating notification, scheduling, mobilization, and remobilization of mold remediation work. Contractor coordination and scheduling shall allow for post-remediation validation inspection as specified below for substantial completion.
- F. Substantial completion for the mold remediation portion of this project is defined as the time when a post-remediation validation inspection is in complete compliance with the contract documents. The Contractor shall have completed work and provided Owner's Representative's field technician access to work area for visual inspection a minimum of 48 hours prior to substantial completion.
 - 1. Post-Remediation Validation Inspection: A post-remediation validation inspection is comprised of two distinct steps: A visual inspection and moisture testing. If for any reason any of these steps fail to meet the established criteria the post-remediation validation inspection shall be considered unacceptable and the Contractor shall be required to complete additional work. A PRVI shall be considered failed if debris or suspect mold growth is found within the work area or excess moisture is identified in work area building components.
 - a. Visual Inspection: Following completion of remediation activities and prior to start of any restoration activities, Contractor shall contact the Owner's Representative and request a PRVI. Contractor shall provide access to the work area and have at least one employee of supervisor or foreman level standing on-site during inspection.

The PRVI will include visual inspection for evidence of suspect mold growth or associated debris and moisture testing to confirm absence of excessive moisture.
 - b. Contract Disputes: Air samples with analysis for airborne fungal spores, by Indoor Environmental Hygiene Laboratory (IDEHL) of Sammamish, Washington shall be used to determine fungal spore conventions in order to resolve a dispute or receive post-remediation validation inspection. Sampling shall consist of not less than one interior sampling in the attic space, and one exterior sample. Results shall be considered acceptable when concentrations within the attic space are less than exterior concentrations. The cost of such analysis will be borne by the party requesting use of air sampling.
 - 2. If the Owner's Representative is requested by the Contractor to perform a cleanup or post-remediation validation inspection and arrives to find the work area not ready for inspection, the Contractor will be responsible for any additional expenses incurred by the Owner's Representative. This will include any additional travel time, onsite time and expenses resulting from inspection delay.
- G. Number of Post-Remediation Validation Inspections: Owner shall provide 22 clearance inspections for the project. If visual inspection finds that conditions are unacceptable as described in other portions of this Section, subsequent re-inspection of the work area shall be considered an additional post-remediation validation inspection. The Contractor shall be responsible for the cost of each additional clearance event

in excess of the quantity stated above. Additional post-remediation validation inspections shall be accrued at a rate of **\$1,500 per failed event**. If the number of sites areas requiring post-remediation validation inspection is extended in accordance with the General Conditions, costs will not be assessed until after the extended number has been reached.

- H. Final Mold Remediation Completion: Final completion for the mold remediation portion of this project is defined as the time when all post-work submittals are reviewed and approved by the Owner's Representative.
- I. Unacceptable post-remediation validation inspection results, include but are not limited to, suspect mold growth or associated debris, dust or other indications of incomplete cleaning, presence of excessive moisture in remaining building materials, post-remediation sealer that has not dried, etc.
- J. Final Mold Remediation Completion: Final completion for the mold remediation portion of this project is defined as the time when all post-work submittals, including waste shipment records signed by the disposal facility, are reviewed and approved by the Owner's Representative.

1.5 APPLICABLE CODES, REGULATIONS, AND PUBLICATIONS

- A. All applicable codes, regulations, and standards have the same force and effect, and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith. Contractor is responsible and liable for full compliance with all applicable federal, state and local mold regulations.
- B. Safety Compliance: In addition to detailed requirements of this specification, comply with laws, ordinances, rules and regulations of storing, transporting, and disposing of mold waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification and referenced documents vary, the most stringent shall apply.

PART 2 – PRODUCTS

2.1 EQUIPMENT

- A. The Contractor shall use equipment listed below. Deviations from any equipment listed herein shall be submitted to the Owner's Representative for approval. All such submittals must be accompanied by U.S. Department of Labor approval. Contractor shall allow Owner's Representative to inspect any materials and equipment used during the project for suitability and/or condition.
 - 1. Respirators: Minimal respiratory protection during mold removal activities shall be negative pressure, half face respirator equipped with HEPA filtration cartridges. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), or by the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 42 CFR part 85.
 - 2. Protective Clothing: Contractor shall supply protective clothing for all personnel and authorized visitors. Protective clothing shall be fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Protective clothing shall be disposed of as solid waste at the end of each workday.
 - 3. Eye Protection: Provide goggles to personnel engaged in mold operations when the use of a full-face respirator is not required.

4. Plastic Sheeting: Plastic sheeting shall be two layers of 6 mil (0.15 mm) thickness on walls, barriers, ceilings, and floors and as necessary to prevent damage to underlying materials during course of work. Plastic shall extend a minimum of 12 inches beyond the adjacent surface interface. Contractor shall immediately repair any tears or punctures in sheeting to prevent mold spores from contaminating underlying materials.
5. Tape: Shall be capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheeting to finished or unfinished surfaces of dissimilar materials. Tape shall be capable of adhering under both dry and wet conditions, including use of amended water.
6. Impermeable Containers: Impermeable Containers shall be both air and watertight. Containers shall be double layered 6 mil. plastic bags, each layer capable of being independently sealed. Alternate impermeable container systems must have two separate air and water tight sealing mechanisms and be approved by the Owner's Representative prior to their use.
7. Pressure Differential Equipment: Pressure differential equipment shall be utilized continuously from first disturbance of mold growth until completion of successful post-remediation validation inspection. Pressure differential equipment shall be high efficiency particulate air (HEPA) filtration systems equipped in compliance with ANSI 29.2-1979 (local exhaust ventilation). No air movement system or air filtering equipment shall discharge unfiltered air outside work areas. Exchange rates in all areas of local HEPA exhaust and all NPE (including Mini-NPE) shall be maintained at no less than 4 air changes per hour as calculated by Contractor and reviewed by Owner's Representative. Pressure differential shall be maintained at a minimum of -0.02 inches of water.
8. Sealable Plastic Bags: Shall be 6 mil minimum thickness for transportation and disposal of mold contaminated material within the occupied portions of the units.
9. Special Materials: Use materials such as plywood, cardboard, polyethelyene sheeting, etc., as necessary to protect non-movable objects in the work area from unnecessary damage resulting from remediation activity.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Site Inspection. While performing mold related work, the Contractor shall be subject to inspection by the Owner's Representative who may be assisted by other safety, health, or environmental personnel. If work is found to be in violation of this specification, as determined by the Owner's Representative, a stop work order shall be in effect immediately and remain in effect until the violation is resolved. Standby time and any additional monitoring and laboratory analyses required to resolve and document violation resolution shall be at the Contractor's expense.
- B. Negative Pressure Enclosure Inspections. All NPE shall be inspected and smoke tested daily by the Contractor. Visual inspections by Owner's Representative will be at the Owner's Representative's sole discretion. Contractor is required to notify the Owner's Representative a minimum of 24 hours prior to an initial NPE visual inspection. Removal work in a NPE shall not commence until Owner's Representative inspects and accepts initial NPE construction or accepts documentation of Contractor's inspection.
- C. Satisfactory completion of the following standard procedures and checks shall constitute acceptable NPE

construction and inspection documentation.

1. Negative Air Machines are sized and placed strategically to ensure airflow is strong and consistent throughout the enclosure, as evidenced by work area schematic drawings.
 2. A minimum of four air exchanges per hour will be maintained in the NPE, as calculated by the Contractor and accepted by the Owner's Representative. Note: Negative air machines with 2,000 cubic feet per minute (cfm) capacity shall be conservatively calculated to have a 1,500 cfm capacity (25% less capacity).
 3. Visual inspection and smoke tests shall indicate that critical barriers, openings, and surfaces are sealed properly and that no enclosure breaches have occurred.
 4. A minimum of -0.02 column inches of water pressure differential shall be maintained within the NPE as evidenced by manometric measurement (a continuous strip chart readout for each NPE or mini-NPE must be available for inspection and submitted as part of post-work documentation).
 5. Smoke testing all corners and pockets of the enclosure document strong and consistent airflow towards HEPA filtration or collection device.
 6. Record the person's name and negative air machine hours each time a pre-filter or HEPA filter is replaced.
- D. Post-Remediation Validation Inspection. If the Owner's Representative is requested by the Contractor to perform a cleanup or post-remediation validation inspection and arrives to find the work area not ready for inspection, the Contractor will be responsible for any additional expenses incurred by the Owner's Representative. This will include any additional travel time, onsite time and expenses resulting from inspection delay.
- E. Air Sampling for Fungal Spores for Contract Disputes. If air sampling is used to determine fungal spore concentrations, then the cost of such analysis will be borne by the party requesting use.

3.2 PREPARATION OF WORK AREAS

- A. The following tasks have been developed to provide minimum remedial requirements based on observations of the work area. Additional remedial services may be necessary based on conditions identified during remedial activities. Contractor shall complete removal of any remaining furnishings or contents from the work area prior to beginning remedial efforts. Contractor shall submit to Fulcrum and HAGC documentation of all chemical products, including cleaner, sealers, etc. that will be used on the project prior to start of site activities. Submitted documents shall include material safety data sheets (MSDS), product sheets, and all other relevant product information. If during the course of work additional products are found to be necessary Contractor shall provide aforementioned information to Fulcrum and HAGC.

Contractor shall prepare a negative pressure enclosure (NPE) of the work area. The following tasks shall be completed as minimum Work Area Preparation prior to start of moisture and mold remediation activities:

Openings in the work area, such as windows and doors, shall be closed and sealed. Ventilation ducts/grills and other penetrations shall be sealed to restrict the spread of mold, dust, and other contaminants. Work area heating ventilation and air conditioning (HVAC) shall be taken off-line or all returns sealed until acceptable PRVI is achieved.

Contractor shall contain the work area with a negative pressure enclosure (NPE) utilizing not less than one high efficiency air particulate (HEPA) filtered air scrubber to reduce construction and demolition dust and airborne particulates. The NPE shall be maintained with an operational HEPA filtered air scrubber until documentation of completed remedial activities, as demonstrated by a PRVI as outlined in Section 6.0.

The NPE shall maintain a minimum of four air exchanges per hour with -0.02 column inches of water pressure differential, relative to outside pressure as evidenced by contractor calculation or manometric measurements. The negative air machine(s) will be exhausted outdoors away from air intake system(s.) The Contractor will determine the exact location of the entry doors, negative air machine exhaust, and source of make-up air subject to on-site review.

The Contractor shall provide for controlled entry of make-up air into the work area as necessary to prevent contamination of the work area from outdoor or non-work area sources of naturally occurring mold or areas of unrelated mold growth outside. The NPE shall be inspected for breaches and smoke-tested for leaks prior to commencement of remediation activities and at the beginning of each subsequent shift. Penetrations into the NPE arising from demolition/remediation activities shall be sealed immediately upon identification to prevent movement of air into or out of the work area.

3.3 MOLD REMEDIATION

A. Following establishment of the NPE the Contractor shall, at a minimum, complete the following remedial activities:

1. Fire Exits. Maintain emergency and fire exits from the work areas, or establish alternative exits.
2. All surfaces shall be wet wiped with an anti-microbial sanitizer and/or cleaned with a high efficiency air particulate (HEPA) filtered vacuum. Vacuums shall be of a professional grade suitable for remediation or abatement activities.
3. Contractor shall ensure that all remaining building materials are dried to acceptable moisture content following the current ANSI/IICRC S500 *Standard and Reference Guide for Professional Water Damage Restoration* (S500) or equivalent standard.
4. All debris shall be removed from the work area either in double lined 6-mil plastic bags or directly to the exterior of the building when the entirety of the area is within the NPE.
5. Remaining wood and porous building components to be cleaned will be damp-scrubbed using plastic brushes or abrasive scrubbing pads with a quaternary ammonia solution or equivalent sanitizer to remove any remaining mold growth or visible discoloration. Dilution of cleaner shall be completed as specified by the manufacturer. Allow for a minimum of 15 minutes of contact time between the surface cleaning and the sanitizer. Damp-wipe the cleaned surfaces using sponges, rags, or towels as described to remove mold growth and dust so that no visible dust or debris remains.
6. At the completion of cleaning activities, the entirety of the work area shall be vacuumed clean with a HEPA filtered vacuum.
7. Following cleaning activities, Contractor shall contact the Owner's Representative and request completion of a Post-Remediation Validation Inspection.
8. Contractor shall provide one employee, of project superintendent or foreman standing, at the time of the Consultant's choosing to facilitate the Post-Remediation Validation Inspection.

3.4 WASTE REMOVAL FROM THE WORK AREA

A. Gross mold debris shall be bagged by the end of each workday. Building components with mold growth shall be sealed in clean impermeable disposal bags of 6 mil. thickness immediately upon removal if

transported through the occupied unit. All personnel handling mold contaminated building materials shall wear protective clothing and respiratory protection.

3.5 CLEANUP OF WORK AREAS

- A. After completion of gross removal work, remove visible accumulations of mold impacted material and debris. Surfaces from which mold has been removed with physical means shall be wire brushed, and/or wet sponged, or cleaned by an equivalent method to remove all visible material. During cleaning operations, critical barriers, such as windows, doors, and HVAC vents and protective barriers shall remain sealed, and any HEPA filtration negative air pressure systems, air filtration and decontamination enclosure systems shall remain in service. Following acceptable Post-Remediation Validation Inspection, Contractor shall apply an appropriate mold inhibiting encapsulant such as Fiberlock IAQ 6000™, Portersept with Intersept®, Foster 40-20™, Fosters 40-50/51, ProRestore SurfaceShield, or similar sealer to all wood products that remain in the work area. Manufacturer's encapsulation instructions shall be strictly observed. Owner's Representative shall approve deviation from Manufacturer's instructions.
1. Clean all other surfaces in the work area and any other contaminated areas with HEPA vacuum equipment. After cleaning the work area, allow surfaces to dry completely. After completion of the cleaning operation, the Owner's Representative will perform a complete visual inspection of the work area to ensure that the work area is dust free as part of the post-remediation validation inspection.
 2. When the visual inspection and moisture testing indicates that the removal and cleanup performance is satisfactory and complete as determined by the Owner's Representative, all exposed surfaces shall be sealed with an approved mold inhibiting encapsulant. Manufacturer's encapsulation instructions shall be strictly observed. The Owner's Representative must approve deviation from Manufacturer's instructions.
 3. Following a period of time sufficient to allow the encapsulant to dry completely (8-hrs. minimum), remove plastic sheeting covering walls and floors and dispose of as contaminated materials. Critical barriers including plastic sheets covering doors, vents, windows, air plenum grills, and the decontamination system barriers will be left in place until completion of all site remedial activities. Surfaces exposed by the removal of plastic sheeting on walls and floors will be thoroughly cleaned. If underlying surface cleaning or project performance is not satisfactory as determined by the Owner's Representative, reclean all surfaces.
 4. The Owner's Representative shall conduct a PRVI on each work area. When post-remediation validation inspection determines that the area is free of visible accumulations of dust and suspect mold growth and moisture content in remaining materials the decontamination enclosure systems shall be removed; the area thoroughly cleaned; and materials from the NPE disposed of as mold impacted waste. A final check shall be carried out to ensure that no dust or debris remains on surfaces as a result of dismantling operations. Objects that were removed prior to remediation shall be relocated to the clean work area.

3.6 WASTE DISPOSAL

- A. Mold Impacted Materials and Mold-Contaminated Waste. Transport mold impacted building materials typical with other building materials destined for disposal at a refuse facility.
- B. Landfill Criteria. Waste generated during this project shall be disposed at an appropriately licensed and permitted landfill.

- C. Disposal Documentation. Submit waste disposal documentation including name and address of landfill, quantity of waste removed from work site, and quantity of waste disposed of at the landfill.
- D. Hazardous Waste. If hazardous waste is generated, all documentation of waste characterization, transport and disposal shall be submitted to the Owner's Representative.

3.07 CONTRACTOR EXPERIENCE AND TRAINING

- A. Work involving moisture and mold impact requires a Contractor experienced in moisture mitigation, negative pressure enclosure construction and operation, and microbial cleaning. Contractor shall have working knowledge of the following industry publications or equivalent standards:
 - *Institute for Inspection, Cleaning, and Restoration Certification (IICRC): Standard and Reference Guide for Professional Mold Remediation – Third Edition, 2015.*
 - IICRC: Standard and Reference Guide for Professional Water Damage Restoration – ANSI/IICRC S500-2021 (Fifth Edition).
 - Environmental Protection Agency's Office of Air Radiation, Indoor Environments Division, Mold Remediation in Schools and Commercial Buildings, March 2001.
- B. Recommended training and professional certifications include, but are not limited to:
 - IICRC: Water Damage Restoration Technician (WRT), Applied Structural Drying (ASD), Applied Microbial Remediation Technician (AMRT), Health & Safety Technician (HST), and Master Water Restorer (MWR).
 - *American Council for Accredited Certification (ACAC): Council-certified Microbial Remediator (CMR) and Council-certified Microbial Remediation Supervisor (CMRS).*

END OF SECTION

BID PROPOSAL FORM

**Frenchman Hills Mold Remediation, Roofing Replacement, and Ventilation Improvements
Royal City, Washington**

THIS BID SUBMITTED TO: Housing Authority of Grant County
Attn: Doug Larsen
1139 Larson Boulevard
Moses Lake, Washington 98837
Phone: 509.750.1132

BID WALK: **Monday, August 16, 2021, 10:00 a.m.** 590 Beech Avenue NE, Royal City, Washington

BID DATE: **Wednesday, August 25, 2021, 2:00 p.m.** (prevailing time) Bid documentation to be delivered by hand, mail, or UPS/FedEx.

1. EXAMINATION OF DOCUMENTS:

A. Having carefully examined the Documents entitled Frenchman Hills Mold Remediation, Roofing Replacement, and Ventilation Improvements, Frenchman Hills Apartments, 590 Beech Avenue NE, Royal City, Washington, dated August 2021, the undersigned proposes to perform all work in accordance with the work plan for a compensation to be computed from the enclosed bid amounts.

B. Receipt of Addendum numbered _____ to _____ is hereby acknowledged.

2. COMPLETION OF BID PROPOSAL:

A. All Base Bids and Alternates must be bid for consideration for Award of Contract.

3. BID SECURITY:

Bid Security is not required for this project.

4. AWARD OF CONTRACT:

A. Successful bidder will be notified on or before **August 26, 2021**.

B. Notice-to-proceed from the Housing Authority of Grant County is anticipated to be awarded on or before **September 1, 2021**.

C. The undersigned hereby designates his office of record to which notices may be mailed, telegraphed, or delivered as:

5. COMPLETION DATE:

Contractor shall be completed with onsite work, including all visual inspections and clearances by the Owner's Representative on or before **60 days** from the issued notice-to-proceed and all repairs within **90 days** of the issued notice-to-proceed.

NOTE: Inspections completed by Owner's Representative require not less than a 48 hour notice.

6. BID AMOUNTS:

A. The bid amount provided shall not include Washington State Sales Tax.

B. The bid amount shall be written out in words as well as figures.

7. LUMP SUM BID:

Contractor shall provide a lump sum bid amount for the ten units in the base bid.

Base bid: Complete all work as specified in units 101, 102, 105, 106, 107, 108, 109, 111, and 112

Lump Sum Bid: _____ Dollars (\$ _____)

Alternate bid: Complete all work as specified in units 117 and 118:

Lump Sum Bid: _____ Dollars (\$ _____)

8. SUBCONTRACTORS:

Subcontractors that will be used or a planned to be used on this project include:

9. PROJECT REQUIREMENTS:

See Bidding Document titled *Frenchman Hills Mold Remediation, Roofing Replacement, and Ventilation Improvements* and dated August 2021 for the Scope of Work.

10. SEPARABILITY AND ENFORCEMENT

Where any disagreements are presented in the Bidding Documents or this Bid Proposal Form, the most stringent shall apply.

11. SUBMITTED BY:

Bidder** _____

State of Washington Contractor's License _____

By _____

Title _____

Address: _____

City, State, Zip _____

Telephone _____ Fax _____

**Note: If a corporation, write State of incorporation under signature, if a partnership, give full names of all partners.

The Housing Authority of Grant County reserves the right to reject any or all bids, portions or parts thereof and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of bidders when considering awarding a contract. **If the Contractor intends to subcontract any portion of the work, he must provide a subcontractors list with this document.** All subcontractors must possess an appropriate license issued by the State of Washington and meet bonding requirements.

STATEMENT OF BIDDER'S QUALIFICATIONS

I hereby maintain that I have adequate equipment, personnel, financial reserves and experience to complete the work as outlined in the Technical Specifications.

1. My permanent place of business is _____

2. I have been engaged in the contracting business under my present firm name for _____ years.

3. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

4. The general character of work performed by my company is as follows:

5. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

6. Have you ever defaulted on a contract? _____ If so, where and why?

7. I have had experience in this class of work, having completed the following projects (give references of three recently completed projects with telephone numbers).

8. I have the following equipment, which I own available for this work.

9. I have adequate funds to promptly meet obligations incident to the work. List bank reference with address and phone number and credit available.

I hereby certify that the above is a true and accurate statement:

Signed _____ Date _____

Title _____

Non-Collusion Affidavit of Prime Bidder/Subcontractor

State of WASHINGTON

County of Grant

City of _____

_____, being the first duly sworn, deposes and says that:

1. He/she is _____ of _____,
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Housing Authority of Grant County, or the owner of the property interested in the proposed contract;

5. No member of the Housing Authority of Grant County Board of Commissioners, or other Officers of the Housing Authority of Grant County, or any person in the employ of the Housing Authority of Grant County is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand all project documents and affirm that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I am/The Bidder is not indebted to the Housing Authority of Grant County in any form or manner.

Signature: _____ Date: _____

Title: _____ Witness: _____

OWNERS AUTHORIZED SIGNATURES

Date: _____

Name of Contractor: _____

Job Name: _____

In order to accept bids, award Contracts and process progress payments, it will be necessary for you to list the Officers of your Company.

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

We also need a list of the person(s) authorized to Sign and administer your Bid and/or Contract documents. Any and all acts carried out by the named person(s) on the Companies behalf shall have the same effect as acts of any Officer of the Company.

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

Officer(s)/ Owners: I certify that I am an Officer for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to act on my behalf for the Company.

_____	_____
Authorized Signature	Name/ Title
_____	_____
Authorized Signature	Name/ Title
_____	_____
Authorized Signature	Name/ Title

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

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- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. 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.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
 - (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
 - (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
 - (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
 - (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause 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 such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or 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 (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) 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 for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -

- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms: A

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; A
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever A they are potential sources; A
- (c) Dividing total requirements, when economically feasible, A into smaller tasks or quantities to permit maximum A participation by small and minority businesses and A women's business enterprises; A
- (d) Establishing delivery schedules, where the requirements A of the contract permit, which encourage participation by A small and minority businesses and women's business A enterprises; and A
- (e) Using the services and assistance of the U.S. Small A Business Administration, the Minority Business A Development Agency of the U.S. Department of A Commerce, and State and local governmental small A business agencies. A

39. Equal Employment Opportunity

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

- (a) The Contractor A shall not discriminate against any A employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin. A
- (b) The Contractor A shall take affirmative action to A ensure that A applicants are employed, and that employees A are treated A during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action A shall include, but not be limited to, (1) employment, (2) A upgrading demotion, (4) transfer, (5) recruitment or A recruitment advertising, (6) layoff or termination, (7) rates/ of pay or other forms of compensation, and (8) selection A for training including apprenticeship A

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) 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 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, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, 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 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause 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 PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Housing Authority of Grant County
General Conditions**

HOUSING AUTHORITY OF GRANT COUNTY

1139 Larson Boulevard, Moses Lake, WA 98837

PH (509) 762-5541; FAX (509) 762-2202

GENERAL CONDITIONS

1. **ENTIRE AGREEMENT**: This document, together with the Notice to Proceed, Form of Contract, Bid package and information, and Scope of Work, including all addenda and subsequently issued change notices, (hereinafter “contract documents”) comprises the entire agreement between the Housing Authority of Grant County herein after called “HAGC” and the Contractor/Vendor/Bidder (hereinafter “Contractor”) and shall be governed by the laws of the State of Washington, County of Grant.
2. **NONDISCRIMINATION AND AFFIRMATIVE ACTION**: Submission of the bid for the work binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, as may be amended: In that “No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” In addition, “No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations there under Contractor shall not discriminate against any employee or applicant for employment.
3. **WORKERS RIGHT TO KNOW**: Washington State’s “right to know” legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-901 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on the contract documents, must include with each delivery completed a Safety Data Sheet (MSDS) for each hazardous materials. Additionally, each container of hazardous material must be appropriately labeled with the identity of the hazardous material, appropriate warnings, and name and address of the chemical manufacturer, imported or other responsible party. The Department of Labor and Industries could levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the SDS.
4. **GIFTS AND GRATUITIES**: In accordance with RCW 42.23.070, RCW 42.52, and it is unlawful for any person to directly or indirectly offer, give, or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with HAGC business practices.
5. **RIGHTS AND REMEDIES**: In the event of any claim for default or breach of contract, no provision in the contract documents shall be construed, expressly or by implication, as a waiver by the HAGC of any existing or future right and/or remedy available by law. Failure of the HAGC to insist upon the strict performance of any term or condition of the contract documents or to exercise or delay the exercise of any right or remedy provided in the contract documents or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by the contract document, or by law, and shall not be deemed a waiver of any right of the HAGC to insist upon the strict performance.
6. **RELEASE AND HOLD HARMLESS**: Contractor hereby releases, and shall indemnify, defend and hold harmless the HAGC, its subsidiaries, affiliates, officers, agents, employees, successors, assigns and authorized representatives of all of the foregoing from and against all suits, actions, legal or

**Housing Authority of Grant County
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administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs and expenses of any kind or nature, **including those arising out of injury to or death of Contractor's employees**, whether arising before or after completion of the work hereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of **Contractor**, its sub contractors, or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this contract, **Contractor's** aforesaid release, indemnity and hold harmless obligations, or portions of applications thereof, shall apply even in the event of the concurrent fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law. **Contractor's** aforesaid release, indemnity and hold harmless obligations, or portions of applications thereof, shall not apply where bodily injury or property damage was caused by or resulted from the sole negligence of the HAGC or its employees. **Contractor** expressly waives its immunity under industrial insurance, Title 51 RCW. This waiver was mutually negotiated by the parties, if any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

The parties agree that **Contractor** is an independent contractor and the HAGC has no right of control over employees engaged by the **Contractor**.

Contractor hereby agrees to require all its sub-contractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming HAGC as indemnitee.

7. **PERSONAL LIABILITY**: It is agreed by and between the parties hereto that in no event shall any official, officer, director, employee or agent of the HAGC be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

8. **ADVERTISING**: Contractor shall not advertise or publish information concerning the contract documents in any form or media without prior written consent from the Contract Administrator.

9. **SUBCONTRACTS/ASSIGNMENT**: Contractor shall not subcontract or assign its obligations under this contract without prior written consent of the Contract Administrator. The Contractor shall be responsible to ensure that any and all contract document requirements are fulfilled by the assignee. Any consent to assignment by the HAGC shall not release the Contractor, and Contractor shall remain fully liable for performance under the contract documents.

10. **TAXES, FEES, AND LICENSES**: Contractor shall apply, pay for and maintain in current status any and all permits, fees, inspections and licenses which are necessary for contract performance and completion. It is the 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 said changes or regulations during the entire term of the agreement between the parties. Depending on the work to be performed under the contract, the HAGC may be exempt from all State, Local, and Federal taxes and agrees to furnish an exemption certificate to Contractor. If applicable.

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

**Housing Authority of Grant County
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11. WARRANTIES:

11.1 Construction. In addition to any special warranties provided elsewhere in the contract, Contractor warrants that all work conforms to the requirements of the contract documents, shall be done in a professional manner with the highest degree of quality, and shall be free of any defect in workmanship performed under the contract documents. Notwithstanding anything to the contrary herein, the Contractor warrants work for not less than one (1) year following the issuance of a certificate of occupancy, or final acceptance, whichever is later. All corrections to the work shall be made promptly after written notification of the Contractor.

11.2 Product - Contractor warrants that all materials, equipment and/or services provided under the contract documents shall be fit for the purpose(s) for which intended, for merchantability, and shall be of the highest degree of quality and of the most suitable grade to conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the HAGC shall not alter or affect the obligations of the Contractor.

11.3 Price - Contractor warrants that prices of materials, equipment, and services set forth in the contract documents do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities to be provided under the contract documents.

The obligations under this Section shall survive final acceptance. The Contractor shall remedy, promptly and at the Contractor's sole expense any failure to conform or any defect in construction, product or price as provided herein. The Contractor shall further restore any work damaged in fulfilling the terms and conditions of this clause. Any work performed under this warranty shall run for one year following the date of repair or replacement, unless indicated otherwise in the contract documents.

If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of written notice from the HAGC, the HAGC shall have the right to replace, repair or otherwise remedy the failure, defect or damage at the Contractor's expense. Nothing in this clause shall limit the HAGC's rights under any other provision of the contract documents.

12. LIENS, CLAIMS AND ENCUMBRANCES: All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and upon request, Contractor shall deliver a formal release of same.

13. DELIVERY:

13.1 Time - Delivery must be during normal work hours and within time frames, or otherwise agreed upon times as proposed by Contractor herein and subsequently accepted by the HAGC. Failure to comply may subject Contractor to non-delivery assessment charges and/or liquidated damages, as determined by the HAGC in its sole discretion. The HAGC reserves the right to refuse shipment when delivered after normal working hours. Contractor shall verify specific working hours of individual departments of HAGC and so instruct carrier(s) to deliver accordingly. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

13.2 Terms - Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. Where specific written authorizations are granted to ship goods FOB shipping point, Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by the least expensive common carrier. Each invoice shall contain the original or a copy of the freight

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bill indicating that the payment for shipping has been made. The HAGC reserves the right to refuse COD shipments.

13.3 Location - All deliveries are to be made to the applicable delivery location in accordance with instructions on purchase order or contract documents. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather.

13.4 Unauthorized - In no case shall Contractor initiate performance prior to receipt of written or verbal authorization from the HAGC's Contract Administrator. Expenses incurred otherwise shall be borne solely by the Contractor.

14. **INSPECTION AND REJECTION:** Inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the HAGC will promptly notify the Contractor thereof. Without limiting any of the rights, the HAGC may require the Contractor to 1) repair or replace, at Contractor's expense, any or all of the damaged goods, 2) refund the price of any or all of the damaged goods, or 3) accept the return of any or all of the damaged goods.

The Contractor shall inspect all previously performed work (whether performed by Contractor or a third party) which Contractor's work may cover, and report any noticeable blemishes, flaws and/or discrepancies in the material or workmanship to the HAGC prior to performing Contractor's work. Any such surface not so reported by the Contractor shall be reworked by the Contractor at the Contractor's sole expense, after repair or replacement of the unacceptable surface.

15. **TITLE AND RISK OF LOSS:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.

16. **PERFORMANCE:** Acceptance by the HAGC of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

17. **IDENTIFICATION:** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers and other written material affecting the contract documents shall be identified by the applicable purchase order number. Packing slips shall be enclosed with each shipment, indicating the contents therein.

18. **INVOICING:** Contractor shall provide an original and two (2) copies of all invoices. Invoices must be submitted no later than the 1st and 15th of each consecutive month for payments to be made according to paragraph 20, Payments. Invoices received after these dates shall be paid on the next payment cycle. Each invoice shall be submitted as required by the contract documents and shall reference the contract and/or purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).

19. **PREVAILING WAGE RATES:** All contractors performing "public works" contracts are required to pay their employees prevailing wage rates as provided under RCW 39.12.

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1) Where a contract is **less than \$2500** the awarding agency (HAGC) may collect the statement of intent to pay and affidavit of wages paid directly from the contractor and submit such forms to the Department of Labor and Industries on the last day of each month.

2) Where a contract value is **more than \$2501** the contractor shall file the “Intent to Pay Prevailing Wage Rates” immediately **after** bid award and “Affidavit of Wages Paid” at the end of the contract **directly to:**

Department of Labor and Industries
Prevailing Wage Section
PO Box 44540
Olympia, WA 98504-4540
(360) 902-5331

Contractors **do not** send these forms to any other address since it will delay release of final payment.

20. **PAYMENT:** Payment will be made by the HAGC as indicated on the ordering document. Payments are generated and once each month on or about the 1st the month following an invoice on or before the 25th of the preceding month. No such payments shall be released until Contractor has submitted the proper certification regarding Prevailing Wage Rates as listed in subparagraph 19.

21. **RETENTION:** For contracts which are greater than \$2,500, HAGC shall withhold an amount equal to five percent (5%) of the total amount bid for the purpose of assurance of job completion and filing and certification by L & I of “Affidavit of Wages Paid”.

22. **QUALITY STANDARDS:** Product or service specifications herein are intended solely to clearly describe type and quality and not be restrictive. Trade reference specifications describe the type product thus far found to best meet HAGC functional requirements and provide the most economical use life under agency situations. So as not to misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality and utility to those specified. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal constitute grounds for rejection of bid. By submitting a bid, Contractor expressly warrants the product bid as at least equal in quality and utility. The HAGC’s acceptance of a product bid as an “equal” is conditioned on the HAGC’s inspection and testing after receipt. If, in the sole and absolute judgment of the HAGC, the item is determined not to be an equal, the bid may be rejected or the product returned at Contractor’s expense and/or the contract documents/purchase order canceled without any liability whatsoever to the HAGC. Any bid containing a brand which is not of equal quality, utility or use specified must be represented as “alternate” and not as an “equal”; failure to do so shall be sufficient reason to consider the bid non-responsive.

23. **DETERMINATION OF RESPONSIBILITY:** During bid evaluation, the HAGC reserves the right to make reasonable inquiry to determine if any bidder is responsive and responsible. Requests of a bidder may include, but not be limited to financial statements, credit ratings, references, record of past performance, on-site inspection of bidder’s facility or their subsequent subcontractor’s facilities. Failure to timely and promptly respond to said request(s) would be sufficient reason to consider the bid non-responsive.

24. **AWARD FACTORS:** HAGC contracts shall be awarded to the lowest responsible and responsive bidder as determined by HAGC. Award criteria shall include, without limitation, all items as stated in RCW 39.04 and RCW 43.19 and the contractual requirements provided herein. HAGC reserves the right to find that the Contractor is not responsible due to the lack of qualifications, inability to demonstrate specific prior

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project experience, prior work performance for the HAGC, which the HAGC determined was not satisfactory, in the HAGC's sole discretion, the lack of responsibility or qualifications of any subcontractors that were listed in the bid documents as performing a category of the work, together with any additional criteria set forth in the HAGC's bid information materials.

RCW 39.04.350 allows, and the HAGC may: (1) accept "any portion of the items bid" unless the bid response stipulates "all or nothing"; (2) Reissue an "Information to Bidders" or negotiate as the best interests of the HAGC may require whenever there is reason to believe that prices or terms are not the best obtainable; or (3) Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.

In addition, the HAGC reserves the absolute right to waive any informality in the bids and to accept and/or reject any or all bids, or portions thereof.

25. **CONTRACTOR REGISTRATION**: All contractors must file and be approved by the HAGC for placement onto the HAGC's Small Works Roster. Any unregistered contractor must submit the application package and be approved prior to any contract or purchase award. Failure to do so will result in rejection of bid as non-responsive and non-responsible.

26. **MODIFICATION**: No alteration in any of the terms, conditions, or requirements under the contract documents shall be effective unless in a writing signed by the parties.

27. **INDEPENDENT CONTRACTOR**: The parties agree that nothing herein creates any relationship other than that of independent contractor, and HAGC has no right of control over the employees engaged by Contractor.

28. **ADDITIONS OR DELETIONS**: HAGC reserves the right to add or delete items, or locations. Added items, or locations will be related to those on contract documents and additions or deletions 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 price margins, and will be evidenced by issuance of a written contract change order from the Contract Administrator.

If applicable codes or building department approved plans are more restrictive than the HAGC standards, the more restrictive shall govern. Contractor shall inform in writing, and obtain the advance approval of HAGC for any variation from the plans and specifications of the work under the contract to maintain compliance with code

29. **INSURANCE**: Contractor shall maintain general liability insurance, automobile liability insurance, professional liability insurance and comply with the Washington State Industrial Insurance Act, to cover all of Contractor's activities in connection with the work to be performed under the contract documents. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the contract documents, whether such operations are by Contractor or any subcontractor. All insurance (except professional liability, errors and omissions, shall be endorsed to include HAGC, its officers, directors, employees and agents as additional named insureds, and all insurance certificates shall evidence this coverage as additional insureds

Coverage limits shall not be less than \$1,000,000 combined single limit for general liability, bodily injury and property damage, and professional liability, each occurrence.

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30. **CONTRACT SUSPENSION:** The HAGC may at any time, for any reason whatsoever, and without cause, suspend the work under the contract **or** any portion thereof, for a period of not more than sixty (60) calendar days, by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the HAGC.

31. **DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION:**

31.1 **Liquidated Damages.** Timely performance and completion of the work is essential to HAGC and time limits stated in the contract documents are of the essence. HAGC will incur serious and substantial damages if completion of the work does not occur by the completion date. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, liquidated damages of **\$250.00 per day** will be assessed.

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

Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the contract documents.

If different completion dates are specified in the contract documents for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed.

If the HAGC terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work, together with any increased costs occasioned by the HAGC in completing the work.

32. **TERMINATION:**

32.1 **Termination For Convenience** - The HAGC may terminate the contract, in whole or in part, at any time and for any reason whatsoever by giving thirty (30) calendar days written notice ("Notice of Termination") to Contractor. Termination charges, when applicable, shall be computed in the following manner: 1) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by Contractor prior to the date of termination, and for orderly phase out of performance as required by the HAGC in order to minimize the costs of the termination; and 2) a reasonable profit for such work performed; however, the HAGC shall not be liable to the Contractor for any lost or anticipated profits on the terminated portion of the contract, or claims of unabsorbed or unamortized overhead or other fixed costs. In no event shall the HAGC be liable to pay any sum in excess of the actual price of this contract for the terminated services.

32.2 **Termination For Breach** - The HAGC shall be entitled, by written or oral notice, to cancel the contract in its entirety or in part, for breach of any of the terms herein, and to have all other rights and remedies against Contractor by reason of Contractor's breach as provided by law or in equity. A breach shall mean any one or more of the following events 1) Contractor fails to perform the services by the date required; 2) failure to perform or comply with any term or agreement in the contract documents; 3) Contractor makes any general assignment for the benefit of creditors; 4) in the HAGC's sole and absolute opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy,

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insolvency to reorganization or relief from debtors; or 6) any receiver, trustee or similar official is appointed for Contractor or any of the Contractor's property. If it is subsequently found that Contractor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 32.1.

32.3 Termination By Mutual Agreement - The HAGC or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with a thirty (30) calendar days written notice from one party to the other.

32.4 Acts Upon Termination.

32.4.1 By Contractor. Unless HAGC directs otherwise, after receipt of a Notice of termination for either cause or convenience, Contractor shall promptly:

- (a) Stop performing work on the date and as specified in the notice of termination;
- (b) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Cancel all orders and subcontracts, upon terms acceptable to HAGC, to the extent that they relate to the performance of work terminated;
- (d) Assign to HAGC all of the rights, titles, and interests of Contractor in all orders and subcontracts;
- (e) Take such action as may be necessary or as directed by HAGC to preserve and protect the work, the work site, and any other property related to the work and work site in the possession of Contractor in which HAGC has an interest; and
- (f) Continue performance only to the extent not terminated.

32.4.2 By HAGC. Upon termination, HAGC may, in its sole and absolute discretion:

- (a) Take possession of the work site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work under the contract documents;
- (b) Accept assignment of subcontracts; and
- (c) Finish the Work by whatever other reasonable method it deems expedient.

33. **FORCE MAJEURE:**

33.1 Definition - Except for payment of sums due, neither party shall be liable to the other or deemed in default under the contract documents of and to the extent that such party's performance is prevented by reason of force majeure. 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 God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

33.2 Notification - If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours of the occurrence. The notification shall include evidence of the force majeure satisfactory to the other party. Such delay shall cease as soon as practicable and written notification of it shall be provided. Independent from the written notice of the force majeure, the Contractor may make a written request for an equitable adjustment to the contract completion date based solely on the force majeure (and no adjustment shall be allowed to the extent the delay is due to any act of the Contractor or subcontractor). Contractor shall make a prompt written request for equitable adjustment, and there shall be no adjustment for any events occurring more than seven (7) days before the Contractor issues a written request for equitable adjustment, which request must include the nature of the impacts of the force majeure

**Housing Authority of Grant County
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to Contractor, and the amount of the adjustment to the completion date requested by Contractor. HAGC may request any additional information it deems necessary to determine whether or not HAGC agrees to an adjustment to the completion date for the work. Pending the HAGC's resolution of the Contractor's request, the Contractor shall proceed with the work, unless the HAGC otherwise directs in writing. The HAGC shall use its best efforts to determine whether or not it will extend the contract completion date within twenty (20) days of the HAGC's receipt of the information it deems necessary to make the determination.

33.3 **Rights Reserved** - The HAGC reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available sources during the time of force majeure, and Contractor shall have no recourse against the HAGC.

34. **ESTABLISHED BUSINESS**: To be considered responsive, Contractor must, at the time of bid opening, or prior to that time if required by law, be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation in full force, effect, and good standing as determined in the HAGC's sole discretion. The HAGC reserves the right to require proof of said requirements within ten (10) calendar days from the date of request.

35. **OWNERSHIP OF PLANS AND CONFIDENTIALITY**: All plans, blueprints and construction related documents are confidential and are the property of the HAGC and shall not be reproduced, divulged or otherwise imparted to a third party without advance written consent of the HAGC.

36. **GENERAL CONTRACTOR PERFORMANCE STANDARDS**: In performing the contract, the Contractor shall:

36.1 Supervise and direct the work, using its best skill and attention. Contractor shall be solely responsible for supervision of each and every provider or sub-contractor performing work under the contract.

36.2 Ensure compliance with this contract and be responsible to HAGC for acts and omissions of Contractor, subcontractors, and their employees and agents.

36.3 Be responsible for initiating, maintaining, and supervising all training programs and safety precautions and programs in connection with the performance of the work.

36.4 Shall timely perform all work, inspections and subsequent compliance under the contract.

36.5 Shall promptly correct work found by the HAGC not to conform to the requirements of the contract documents, whether observed before or after substantial completion, and Contractor shall bear all costs of correcting such nonconforming work.

36.6 Shall provide the HAGC access to the work in progress, wherever located.

37. **WORK SITE CONDITIONS AND RULES**:

The Contractor shall ensure that Contractor and each subcontractor shall adhere to the following conditions and rules as to each site where work is performed under the contract documents. If the Contractor fails to comply with any of the following, the HAGC may do so at the Contractor's sole expense.

37.1 the work site shall be kept free from accumulations of trash (including personal trash) and waste materials, at all times.

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- 37.2 Storage and scrap shall be placed in an approved location on a daily basis.
- 37.3 Nothing shall be left on a finished surface which has the potential to damage it.
- 37.4 Anyone working in a house after insulation has been installed, shall be responsible for heat and/or lock-up. Heat shall be set no higher than 65 degrees during the day and 55 degrees during the night. Doors, windows and access panels shall be kept closed to conserve energy.
- 37.5 Existing improvements, structures, landscaping and vegetation at or impacted by the work site shall be protected from damage, and Contractor shall repair any damage resulting from failure to comply with this provision.
- 37.6 All trash, tools, scaffolding, equipment and materials must be removed from the work site by the Contractor prior to the HAGC's issuance of payment.
- 37.7 Smoking is prohibited within structures or residences at all times.
- 37.8 No access panels shall be left open and unattended.
- 37.9 Foul language and profanity are absolutely prohibited on the job site.
- 37.10 Liquor and use of controlled substances are prohibited.
- 37.11 Portable toilets shall be used; and use of the residential bathrooms, or any portion of a residence for non-work use, is prohibited.
- 37.12 All vehicles shall be parked on the street; not on driveways or off the road, unless expressly approved by the HAGC.
- 37.13 Radios shall be played at a low volume and all shall be appropriate for the community. If normal conversation is not possible, the volume is excessive. The HAGC reserves the right to ban radio usage from any job site, in its sole discretion.
- 37.14 Any barricades, blockades, caution tape or security measures to keep the public from damaging any work done by the contractor or any sub-contractor is contractor's responsibility.

Retainage Release

Since 2009, for public work projects costing \$35,000 or more, the law has required public agencies to withhold 5% of the contract amount until it is demonstrated that all the contractors on the project have paid the appropriate prevailing wages and state taxes, including workers' compensation and unemployment insurance premiums. The state Department of Revenue (DOR), Employment Security Department (ESD), and L&I all approve release of the retainage separately.

The Contract Release Unit with L&I reviews these contracts to ensure all contractors on the project have paid the appropriate premiums for worker's compensation.

Once the project is final, the public agency involved must file a *Notice of Completion (NOC)* with L&I, DOR, and ESD for all projects costing \$35,000 or more, less taxes.

We use the *Affidavit of Wages Paid* submitted by the contractors as a tool to verify the type of work performed and how many hours were worked on the project. We work with the contractors to resolve any issues as quickly as possible. Once all contractors are cleared, we then issue our *Certificate of Release* to the public entity as well as the general contractor for the contract to release our hold on the retainage. (For more information, see [Background](#).)

Program changes effective April 1, 2013

If all of the affidavits are not listed on the *NOC*, the *NOC* will be returned to the public agency.

Previously, if L&I received a *NOC* and could not find an *Affidavit of Wages Paid* on file for all contractors, L&I would attempt to reach the contractors and remind them to file. This time-consuming effort caused significant delays for other customers. In an effort to speed the process, L&I will change its practice on April 1, 2013, and return any *NOC* that does not list all corresponding affidavit numbers for the project. L&I will notify the public agency and provide information as to what the problem is, how to resubmit the *NOC*, and request they inform the general contractor of the issue.

Download the latest version of the Notice of Completion_(F215-038-000).

Questions?

Please review our list of [Frequently Asked Questions](#). If you still have questions, please contact L&I directly:

- Phone: 1-855-545-8163.
- Email: ContractRelease@Lni.wa.gov.

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: 8/3/2021

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Grant	<u>Asbestos Abatement Workers</u>	Journey Level	\$42.54	<u>5D</u>	<u>1H</u>		View
Grant	<u>Boilermakers</u>	Journey Level	\$70.79	<u>5N</u>	<u>1C</u>		View
Grant	<u>Brick Mason</u>	Journey Level	\$51.84	<u>5A</u>	<u>1M</u>		View
Grant	<u>Building Service Employees</u>	Janitor	\$13.69		<u>1</u>		View
Grant	<u>Building Service Employees</u>	Shampooer	\$13.69		<u>1</u>		View
Grant	<u>Building Service Employees</u>	Waxer	\$13.69		<u>1</u>		View
Grant	<u>Building Service Employees</u>	Window Cleaner	\$13.69		<u>1</u>		View
Grant	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$13.69		<u>1</u>		View
Grant	<u>Carpenters</u>	Acoustical Worker	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Grant	<u>Carpenters</u>	Bridge, Dock & Wharf Carpenter	\$50.53	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Grant	<u>Carpenters</u>	Floor Layer & Floor Finisher	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Grant	<u>Carpenters</u>	Form Builder	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Grant	<u>Carpenters</u>	General Carpenter	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Grant	<u>Carpenters</u>	Heavy Construction Carpenter	\$54.48	<u>7E</u>	<u>4X</u>	<u>9E</u>	View
Grant	<u>Carpenters</u>	Scaffold/Shoring Erecting & Dismantling	\$54.48	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Grant	<u>Cement Masons</u>	Journey Level	\$46.83	<u>7B</u>	<u>1N</u>		View
Grant	<u>Divers & Tenders</u>	Assistant Tender	\$56.73	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Dive Supervisors	\$104.98	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Diver	\$103.48	<u>7E</u>	<u>4X</u>	<u>8V</u>	View
Grant	<u>Divers & Tenders</u>	Diver on Standby	\$60.42	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Diver Tender	\$59.42	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Diving Master	\$70.53	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Manifold Operator	\$59.42	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Manifold Operator Mixed Gas	\$63.42	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Remote Operated Vehicle Operator	\$59.42	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Remote Operated Vehicle Tender/Technician	\$56.73	<u>7E</u>	<u>4X</u>		View
Grant	<u>Divers & Tenders</u>	Surface RCV & ROV Operator	\$59.42	<u>7E</u>	<u>4X</u>		View

Grant	Dredge Workers	Assistant Engineer	\$70.62	5D	3F		View
Grant	Dredge Workers	Assistant Mate (Deckhand)	\$70.07	5D	3F		View
Grant	Dredge Workers	Boatmen	\$70.62	5D	3F		View
Grant	Dredge Workers	Engineer Welder	\$71.97	5D	3F		View
Grant	Dredge Workers	Leverman, Hydraulic	\$73.41	5D	3F		View
Grant	Dredge Workers	Mates	\$70.62	5D	3F		View
Grant	Dredge Workers	Oiler	\$70.07	5D	3F		View
Grant	Drywall Applicator	Journey Level	\$49.27	7E	4X	8N	View
Grant	Drywall Tapers	Journey Level	\$44.38	7E	1P		View
Grant	Electrical Fixture Maintenance Workers	Journey Level	\$24.88		1		View
Grant	Electricians - Inside	Cable Splicer	\$77.01	7H	1E		View
Grant	Electricians - Inside	Construction Stock Person	\$37.59	7H	1D		View
Grant	Electricians - Inside	Journey Level	\$72.77	7H	1E		View
Grant	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Grant	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Grant	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
Grant	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
Grant	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
Grant	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
Grant	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
Grant	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
Grant	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
Grant	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
Grant	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
Grant	Electronic Technicians	Electronic Technicians Journey Level	\$47.28	5B	1B		View
Grant	Elevator Constructors	Mechanic	\$100.51	7D	4A		View
Grant	Elevator Constructors	Mechanic In Charge	\$108.53	7D	4A		View
Grant	Fabricated Precast Concrete Products	Journey Level	\$13.69		1		View
Grant	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.69		1		View
Grant	Fence Erectors	Fence Erector	\$42.54	7B	1M	8Z	View
Grant	Fence Erectors	Fence Erector	\$42.54	7B	1M	8Z	View
Grant	Flaggers	Journey Level	\$40.44	7B	1M	8Z	View
Grant	Glaziers	Journey Level	\$34.56	7L	4L		View
Grant	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$55.24	5K	1U		View
Grant	Heating Equipment Mechanics	Journey Level	\$58.36	6Z	1B		View
Grant	Hod Carriers & Mason Tenders	Journey Level	\$43.39	7B	1M	8Z	View

Grant	Industrial Power Vacuum Cleaner	Journey Level	\$13.69		<u>1</u>		View
Grant	Inland Boatmen	Journey Level	\$13.69		<u>1</u>		View
Grant	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.69		<u>1</u>		View
Grant	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.69		<u>1</u>		View
Grant	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.69		<u>1</u>		View
Grant	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.69		<u>1</u>		View
Grant	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.69		<u>1</u>		View
Grant	Insulation Applicators	Journey Level	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Grant	Ironworkers	Journeyman	\$64.91	<u>7N</u>	<u>1O</u>		View
Grant	Laborers	Air And Hydraulic Track Drill	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Asphalt Raker	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Asphalt Roller, Walking	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Brick Pavers	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Brush Hog Feeder	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Brush Machine	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Caisson Worker, Free Air	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Carpenter Tender	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Cement Finisher Tender	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Cement Handler	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Chain Saw Operator & Faller	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Clean-up Laborer	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Compaction Equipment	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Concrete Crewman	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Concrete Saw, Walking	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Concrete Signalman	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Concrete Stack	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Confined Space Attendant	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Crusher Feeder	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Demolition	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Demolition Torch	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Dope Pot Fireman, Non-mechanical	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Driller Helper (when Required To Move & Position Machine)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Drills With Dual Masts	\$43.36	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Dry Stack Walls	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Dumpman	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Erosion Control Laborer	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Grant	Laborers	Final Detail Cleanup (i.e,	\$40.44	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View

		Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)					
Grant	Laborers	Firewatch	\$42.54	7B	1M	8Z	View
Grant	Laborers	Form Cleaning Machine Feeder, Stacker	\$42.54	7B	1M	8Z	View
Grant	Laborers	Form Setter, Paving	\$42.81	7B	1M	8Z	View
Grant	Laborers	General Laborer	\$42.54	7B	1M	8Z	View
Grant	Laborers	Grade Checker	\$45.07	7B	1M	8Z	View
Grant	Laborers	Grout Machine Header Tender	\$42.54	7B	1M	8Z	View
Grant	Laborers	Guard Rail	\$42.54	7B	1M	8Z	View
Grant	Laborers	Gunitite	\$43.08	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level A)	\$43.36	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level B)	\$43.08	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level C)	\$42.81	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level D)	\$42.54	7B	1M	8Z	View
Grant	Laborers	Hdpe Or Similar Liner Installer	\$42.54	7B	1M	8Z	View
Grant	Laborers	High Scaler	\$43.08	7B	1M	8Z	View
Grant	Laborers	Jackhammer Operator Miner, Class "b"	\$42.81	7B	1M	8Z	View
Grant	Laborers	Laser Beam Operator	\$43.08	7B	1M	8Z	View
Grant	Laborers	Miner, Class "a"	\$42.54	7B	1M	8Z	View
Grant	Laborers	Miner, Class "c"	\$43.08	7B	1M	8Z	View
Grant	Laborers	Miner, Class "d"	\$43.36	7B	1M	8Z	View
Grant	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$43.08	7B	1M	8Z	View
Grant	Laborers	Mortar Mixer	\$43.08	7B	1M	8Z	View
Grant	Laborers	Nipper	\$42.54	7B	1M	8Z	View
Grant	Laborers	Nozzleman	\$43.08	7B	1M	8Z	View
Grant	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$42.81	7B	1M	8Z	View
Grant	Laborers	Pavement Breaker, 90 Lbs. & Over	\$43.08	7B	1M	8Z	View
Grant	Laborers	Pavement Breaker, Under 90 Lbs.	\$42.81	7B	1M	8Z	View
Grant	Laborers	Pipelayer	\$43.08	7B	1M	8Z	View
Grant	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate.	\$42.81	7B	1M	8Z	View
Grant	Laborers	Pipewrapper	\$43.08	7B	1M	8Z	View
Grant	Laborers	Plasterer Tenders	\$43.08	7B	1M	8Z	View
Grant	Laborers	Pot Tender	\$42.81	7B	1M	8Z	View
Grant	Laborers	Powderman	\$44.73	7B	1M	8Z	View
Grant	Laborers	Powderman Helper	\$42.81	7B	1M	8Z	View
Grant	Laborers	Power Buggy Operator	\$42.81	7B	1M	8Z	View
Grant	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$42.81	7B	1M	8Z	View

Grant	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$42.81	7B	1M	8Z	View
Grant	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$42.81	7B	1M	8Z	View
Grant	Laborers	Remote Equipment Operator	\$43.36	7B	1M	8Z	View
Grant	Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	\$42.81	7B	1M	8Z	View
Grant	Laborers	Rigger/signal Person	\$42.81	7B	1M	8Z	View
Grant	Laborers	Riprap Person	\$42.54	7B	1M	8Z	View
Grant	Laborers	Rodder & Spreader	\$42.81	7B	1M	8Z	View
Grant	Laborers	Sandblast Tailhoseman	\$42.54	7B	1M	8Z	View
Grant	Laborers	Scaffold Erector, Wood Or Steel	\$42.54	7B	1M	8Z	View
Grant	Laborers	Stake Jumper	\$42.54	7B	1M	8Z	View
Grant	Laborers	Structural Mover	\$42.54	7B	1M	8Z	View
Grant	Laborers	Tailhoseman (water Nozzle)	\$42.54	7B	1M	8Z	View
Grant	Laborers	Timber Bucker & Faller (by Hand)	\$42.54	7B	1M	8Z	View
Grant	Laborers	Track Laborer (rr)	\$42.54	7B	1M	8Z	View
Grant	Laborers	Traffic Control Laborer	\$40.44	7B	1M	9D	View
Grant	Laborers	Traffic Control Supervisor	\$41.44	7B	1M	9E	View
Grant	Laborers	Trencher, Shawnee	\$42.81	7B	1M	8Z	View
Grant	Laborers	Trenchless Technology Technician	\$43.08	7B	1M	8Z	View
Grant	Laborers	Truck Loader	\$42.54	7B	1M	8Z	View
Grant	Laborers	Tugger Operator	\$42.81	7B	1M	8Z	View
Grant	Laborers	Vibrators, All	\$43.08	7B	1M	8Z	View
Grant	Laborers	Wagon Drills	\$42.81	7B	1M	8Z	View
Grant	Laborers	Water Pipe Liner	\$42.81	7B	1M	8Z	View
Grant	Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$43.36	7B	1M	8Z	View
Grant	Laborers	Well-point Person	\$42.54	7B	1M	8Z	View
Grant	Laborers	Wheelbarrow, Power Driven	\$42.81	7B	1M	8Z	View
Grant	Laborers - Underground Sewer & Water	General Laborer & Topman	\$42.54	7B	1M	8Z	View
Grant	Laborers - Underground Sewer & Water	Pipe Layer	\$43.08	7B	1M	8Z	View
Grant	Landscape Construction	Landscape Laborer	\$40.44	7B	1M	9D	View
Grant	Landscape Construction	Landscape Operator	\$48.95	7B	4W	9A	View
Grant	Landscape Maintenance	Groundskeeper	\$13.69		1		View
Grant	Lathers	Journey Level	\$49.27	7E	4X	8N	View
Grant	Marble Setters	Journey Level	\$51.84	5A	1M		View
Grant	Metal Fabrication (In Shop)	Fitter	\$13.69		1		View
Grant	Metal Fabrication (In Shop)	Painter	\$13.69		1		View
Grant	Metal Fabrication (In Shop)	Welder	\$13.69		1		View
Grant	Millwright	Journey Level	\$68.90	5A	1B		View
Grant	Modular Buildings	Journey Level	\$13.69		1		View

Grant	Painters	Commercial Painter	\$38.59	6Z	1W		View
Grant	Painters	Industrial Painter	\$45.99	6Z	1W	9D	View
Grant	Pile Driver	General Pile Driver	\$50.53	7E	4X	8N	View
Grant	Pile Driver	Heavy Construction Pile Driver	\$55.73	7E	4X	9E	View
Grant	Plasterers	Journey Level	\$46.51	7K	1N		View
Grant	Playground & Park Equipment Installers	Journey Level	\$13.69		1		View
Grant	Plumbers & Pipefitters	Journey Level	\$85.00	6Z	1Q		View
Grant	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	A-frame Truck (single Drum)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Asphalt Plant Operator	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Backfillers (cleveland & Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Bagley Or Stationary Scraper	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Batch Plant (over 4 Units)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Belt Finishing Machine	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Bending Machine	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Bit Grinders	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Blade Operator (motor Patrol	\$49.39	7B	4W	9A	View

		& Attachments)					
Grant	Power Equipment Operators	Blower Operator (cement)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Boat Operator	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Bob Cat (skid Steer)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Bolt Threading Machine	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Boom Cats (side)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Boring Machine (earth)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Bump Cutter (wayne, Saginaw Or Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Cableway Controller (dispatcher)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Cableway Operators	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Canal Lining Machine (concrete)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Cement Hog	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Clamshell, Dragline	\$50.76	7B	4W	9A	View
Grant	Power Equipment Operators	Compactor (self-propelled With Blade)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Pump Boon Truck	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Saw (multiple Cut)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Slip Form Paver	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$51.26	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (25 Tons To And	\$49.39	7B	4W	9A	View

		Including 45 Tons), All Attachments Incl. Clamshell, Dragline					
Grant	Power Equipment Operators	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$51.76	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$50.76	7B	4W	9A	View
Grant	Power Equipment Operators	Crusher Feeder	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Deck Engineer	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Deck Hand	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Distributor Leverman	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Ditch Witch Or Similar	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Dope Pots (power Agitated	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Dozer, 834 R/t & Similar	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Drill Doctor	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Driller Licensed	\$50.76	7B	4W	9A	View
Grant	Power Equipment Operators	Drillers Helper	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Elevating Belt (holland Type)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Elevator Hoisting Materials	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Fireman & Heater Tender	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$48.18	7B	4W	9A	View

Grant	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Gin Trucks (pipeline)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Grade Checker	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Guniting Combination Mixer & Compressor	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	H.d. Mechanic	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	H.d. Welder	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Heavy Equipment Robotics Operator	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Helicopter Pilot	\$50.76	7B	4W	9A	View
Grant	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Hoe Ram	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Hoist, Single Drum	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$50.76	7B	4W	9A	View
Grant	Power Equipment Operators	Locomotive Engineer	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Longitudinal Float	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Master Environmental Maintenance Technician	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Mixer (portable - Concrete)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Mixermobile	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Mucking Machine	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$48.18	7B	4W	9A	View

Grant	Power Equipment Operators	Paving (dual Drum)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Piledriving Engineers	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Plant Oiler	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Posthole Auger Or Punch	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Power Broom	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Pump (grout Or Jet)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Pumpman	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Quad-track Or Similar Equipment	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Roto Mill (pavement Grinder)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Rotomill Groundsman	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Scrapers, All, Rubber-tired	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Screed Operator	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Shovels (3 Yds. & Over)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Shovels (under 3 Yds.)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Spray Curing Machine (concrete)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Spreader Box (self-propelled)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Spreader Machine	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Steam Cleaner	\$47.86	7B	4W	9A	View

Grant	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Surface Heater & Planer Machine	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Traverse Finish Machine	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Tug Boat Operator	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Tugger Operator	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators	Turnhead (with Re-screening)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Turnhead Operator	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators	Vacuum Blasting Machine Operator	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$48.95	7B	4W	9A	View
Grant	Power Equipment Operators	Welding Machine	\$47.86	7B	4W	9A	View
Grant	Power Equipment Operators	Whirleys & Hammerheads, All	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (single Drum)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	\$48.18	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Backfillers (cleveland & Similar)	\$48.79	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$49.11	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	\$49.39	7B	4W	9A	View
Grant	Power Equipment Operators-Underground Sewer & Water	Backhoe (over 110,000 Gw)	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators-	Backhoes & Hoe Ram (3 Yds &	\$49.66	7B	4W	9A	View

	<u>Underground Sewer & Water</u>	Over)					
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bagley Or Stationary Scraper	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant (over 4 Units)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt Finishing Machine	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt Loader (kocal Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt-crete Conveyors With Power Pack Or Similar	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bending Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bit Grinders	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blade Operator (motor Patrol & Attachments)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blower Operator (cement)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boat Operator	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bob Cat (skid Steer)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bolt Threading Machine	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boom Cats (side)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boring Machine (earth)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bump Cutter (wayne, Saginaw Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableway Controller (dispatcher)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableway Operators	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Canal Lining Machine (concrete)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Carrydeck & Boom Truck (under 25 Tons)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cement Hog	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Clamshell, Dragline	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Compactor (self-propelled With Blade)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Concrete Cleaning / Decontamination Machine Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Concrete Pump Boon Truck	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Concrete Pumps (squeeze- crete, Flow-crete, Whitman & Similar)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Concrete Saw (multiple Cut)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Concrete Slip Form Paver	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$51.26	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Crusher Feeder	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Crusher, Grizzle & Screening Plant Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Curb Extruder (asphalt Or Concrete)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Deck Engineer	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Deck Hand	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Derricks & Stifflegs (65 Tons & Over)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Derricks & Stifflegs (under 65 Tons)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Distributor Leverman	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Ditch Witch Or Similar	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Dope Pots (power Agitated	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Dozer / Tractors (d-6 & Equivalent & Over)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Dozer, 834 R/t & Similar	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Drill Doctor	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Driller Licensed	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Drillers Helper	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Drills (churn, Core, Calyx Or Diamond)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Elevating Belt (holland Type)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Elevator Hoisting Materials	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Equipment Serviceman, Greaser & Oiler	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Fireman & Heater Tender	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Generator Plant Engineers (diesel Or Electric)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-Underground Sewer & Water</u>	Gin Trucks (pipeline)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-</u>	Grade Checker	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

	<u>Underground Sewer & Water</u>						
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Gunite Combination Mixer & Compressor	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	H.d. Mechanic	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	H.d. Welder	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Heavy Equipment Robotics Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Helicopter Pilot	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Helper, Mechanic Or Welder, H.D	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoe Ram	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoist (2 Or More Drums Or Tower Hoist)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoist, Single Drum	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydro-seeder, Mulcher, Nozzleman	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Lime Batch Tank Operator (recycle Train)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Lime Brain Operator (recycle Train)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (bucket Elevators And Conveyors)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Locomotive Engineer	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Longitudinal Float	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Master Environmental Maintenance Technician	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mixer (portable - Concrete)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mixermobile	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mobile Crusher Operator (recycle Train)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-</u>	Mucking Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

	<u>Underground Sewer & Water</u>						
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Multiple Dozer Units With Single Blade	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pavement Breaker, Hydra-hammer & Similar	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Paving (dual Drum)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Paving Machine (asphalt And Concrete)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Piledriving Engineers	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Plant Oiler	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Posthole Auger Or Punch	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Power Broom	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pump (grout Or Jet)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pumpman	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quad-track Or Similar Equipment	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Ballast Regulation Operator (self-propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Power Tamper Operator (self-propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Tamper Jack Operator (self-propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Track Liner Operator (self-propelled)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Refrigeration Plant Engineer (1000 Tons & Over)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Refrigeration Plant Engineer (under 1000 Ton)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollerman (finishing Asphalt Pavement)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roto Mill (pavement Grinder)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rotomill Groundsman	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators-</u>	Scrapers, All, Rubber-tired	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

	<u>Underground Sewer & Water</u>						
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Screed Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovels (3 Yds. & Over)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovels (under 3 Yds.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Soil Stabilizer (p & H Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spray Curing Machine (concrete)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader Box (self-propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Steam Cleaner	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Straddle Buggy (ross & Similar On Construction Job Only)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Surface Heater & Planer Machine	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Traverse Finish Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines (7 Ft. Depth & Over)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines (under 7 Ft. Depth Capacity)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tug Boat Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tugger Operator	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Turnhead (with Re-screening)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Turnhead Operator	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vactor Guzzler, Super Sucker	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vacuum Blasting Machine Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Welding Machine	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Grant	<u>Power Equipment Operators- Underground Sewer & Water</u>	Whirleys & Hammerheads, All	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

Grant	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03	5A	4A	View
Grant	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	5A	4A	View
Grant	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	5A	4A	View
Grant	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	5A	4A	View
Grant	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	5A	4A	View
Grant	Refrigeration & Air Conditioning Mechanics	Journey Level	\$85.00	6Z	1Q	View
Grant	Residential Brick Mason	Journey Level	\$51.84	5A	1M	View
Grant	Residential Carpenters	Journey Level	\$35.91		1	View
Grant	Residential Cement Masons	Journey Level	\$14.86		1	View
Grant	Residential Drywall Applicators	Journey Level	\$22.60		1	View
Grant	Residential Drywall Tapers	Journey Level	\$18.09		1	View
Grant	Residential Electricians	Journey Level	\$29.65		1	View
Grant	Residential Glaziers	Journey Level	\$17.83		1	View
Grant	Residential Insulation Applicators	Journey Level	\$14.86		1	View
Grant	Residential Laborers	Journey Level	\$21.00		1	View
Grant	Residential Marble Setters	Journey Level	\$51.84	5A	1M	View
Grant	Residential Painters	Journey Level	\$15.37		1	View
Grant	Residential Plumbers & Pipefitters	Journey Level	\$24.06		1	View
Grant	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$24.06		1	View
Grant	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$58.36	5I	1B	View
Grant	Residential Soft Floor Layers	Journey Level	\$29.42		1	View
Grant	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$19.14		1	View
Grant	Residential Stone Masons	Journey Level	\$51.84	5A	1M	View
Grant	Residential Terrazzo Workers	Journey Level	\$14.86		1	View
Grant	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1	View
Grant	Residential Tile Setters	Journey Level	\$14.86		1	View
Grant	Roofers	Journey Level	\$41.94	5I	1R	View
Grant	Roofers	Using Irritable Bituminous Materials	\$43.94	5I	1R	View
Grant	Sheet Metal Workers	Journey Level (Field or Shop)	\$58.36	6Z	1B	View
Grant	Sign Makers & Installers (Electrical)	Journey Level	\$80.02	7F	1E	View
Grant	Sign Makers & Installers (Non-Electrical)	Journey Level	\$14.65		1	View
Grant	Soft Floor Layers	Journey Level	\$51.91	5A	3J	View
Grant	Solar Controls For Windows	Journey Level	\$13.69		1	View
Grant	Sprinkler Fitters (Fire Protection)	Journey Level	\$60.86	7J	1R	View
Grant	Stage Rigging Mechanics (Non	Journey Level	\$13.69		1	View

	<u>Structural)</u>						
Grant	<u>Stone Masons</u>	Journey Level	\$51.84	<u>5A</u>	<u>1M</u>		View
Grant	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$14.00		<u>1</u>		View
Grant	<u>Surveyors</u>	All Classifications	\$28.57	<u>0</u>	<u>1</u>		View
Grant	<u>Telecommunication Technicians</u>	Telecom Technician Journey Level	\$47.28	<u>5B</u>	<u>1B</u>		View
Grant	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$37.40	<u>5A</u>	<u>2B</u>		View
Grant	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$25.04	<u>5A</u>	<u>2B</u>		View
Grant	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$31.22	<u>5A</u>	<u>2B</u>		View
Grant	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$35.34	<u>5A</u>	<u>2B</u>		View
Grant	<u>Terrazzo Workers</u>	Journey Level	\$43.81	<u>5A</u>	<u>1M</u>		View
Grant	<u>Tile Setters</u>	Journey Level	\$43.81	<u>5A</u>	<u>1M</u>		View
Grant	<u>Tile, Marble & Terrazzo Finishers</u>	Journey Level	\$35.93	<u>5A</u>	<u>1M</u>		View
Grant	<u>Traffic Control Stripers</u>	Journey Level	\$49.13	<u>7A</u>	<u>1K</u>		View
Grant	<u>Truck Drivers</u>	Asphalt Mix Over 20 Yards	\$47.75	<u>5D</u>	<u>1V</u>	<u>8M</u>	View
Grant	<u>Truck Drivers</u>	Asphalt Mix To 20 Yards	\$47.38	<u>5D</u>	<u>1V</u>	<u>8M</u>	View
Grant	<u>Truck Drivers</u>	Dump Truck	\$47.38	<u>5D</u>	<u>1V</u>	<u>8M</u>	View
Grant	<u>Truck Drivers</u>	Dump Truck & Trailer	\$47.75	<u>5D</u>	<u>1V</u>	<u>8M</u>	View
Grant	<u>Truck Drivers</u>	Other Trucks	\$47.27	<u>5D</u>	<u>1V</u>	<u>8M</u>	View
Grant	<u>Truck Drivers - Ready Mix</u>	Transit Mixers 20 yards and under	\$47.75	<u>5D</u>	<u>1V</u>	<u>8M</u>	View
Grant	<u>Truck Drivers - Ready Mix</u>	Transit Mixers over 20 yards	\$48.08	<u>5D</u>	<u>1V</u>	<u>8M</u>	View
Grant	<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$13.69		<u>1</u>		View
Grant	<u>Well Drillers & Irrigation Pump Installers</u>	Oiler	\$13.69		<u>1</u>		View
Grant	<u>Well Drillers & Irrigation Pump Installers</u>	Well Driller	\$18.00		<u>1</u>		View

SUBCONTRACTOR/VENDORS LIST

Date: _____

Name of Contractor: _____

Job Name: _____

The above-named General Contractor represents that the following Subcontractor(s) or Vendor(s) will provide 10% or more of the labor and/or supplies for the project above. If a new Subcontractor is used, the General Contractor must inform the Owner (HAGC) and have them approved before the work is to be completed.

Name: _____

Address: _____

Contact: _____

Phone: _____

Name: _____

Address: _____

Contact: _____

Phone: _____

Name: _____

Address: _____

Contact: _____

Phone: _____

Name: _____

Address: _____

Contact: _____

Phone: _____

Authorized Signature

Name/ Title

Contractor will be required to certify full payment to Subcontractors, Vendors, and Employees for materials and labor performed in connection with this project and or provide lien releases from the Subcontractors and Suppliers.

CONTRACT # _____

FORM OF CONTRACT

THIS AGREEMENT MADE THIS _____ day of _____, 201____
(Day) (Month) (Year)

by and between _____ a Corporation, Partnership or Proprietorship existing under the laws of the State of Washington hereinafter called the "Contractor," and the Housing Authority of Grant County, hereinafter called the "HAGC."

WITNESSED, that the Contractor and the HAGC for the consideration stated herein, mutually agrees as follows:

ARTICLE I. Statement of Work: The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for _____

Project No. _____ in strict accordance with "Performance Standards", "General Conditions of Contract" and all Bid Documents for the HAGC.

ARTICLE II. The Contract Price: The HAGC shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications, and listed on above named bid document, the sum of xx Thousand xx Hundred xx Dollars and xx/100 (\$x,xxx.xx).

ARTICLE III. Time of Completion: The Contractor shall commence work after the HAGC's issuance of the NOTICE TO PROCEED, and complete all work within the time set forth in the contract documents. The Contractor agrees that time is of the essence in the completion of the work.

ARTICLE IV. Contract Documents: The contract shall consist of the following components:

This Form of Contract
Bid Package and information
Bid Form
Performance Standards and Scope of work
General Conditions
Notice to Proceed

This instrument, together with the other documents enumerated in this ARTICLE IV, shall constitute the "contract documents". In the event that any provision in any component of this instrument conflicts with any provision of any other component, the provision of the component first enumerated in this ARTICLE IV shall govern, except as otherwise specially stated. The various provisions in addenda shall be construed in the order of the preference of the component of the contract documents which each modifies.

ARTICLE V. Assurance of Compliance with Employment/Contracting Requirements: The Contractor shall comply with the applicable state laws, administrative code provisions and

regulations, together with all federal Executive Orders, the Code of Federal Regulations and all federal Acts pertaining to employment and contracting in compliance with federal and state law, and as further outlined in the contract documents.

ARTICLE VI. Prevailing Wage Rate Compliance: By signing below contractor hereby agrees and acknowledges receipt of current prevailing wage rates and will comply with current prevailing wage rates as stipulated in R.C.W. 39.04.010, and the State Prevailing Residential Wage Rates for Grant County effective 3/10/14.

ARTICLE VII. Documentation Retention Compliance: The Contractor shall retain all records pertaining to this contract for a period of three (3) years after final payment and all other matters pertaining to the contract are closed. The HAGC and its duly authorized representatives and assigns shall have access to and the right to examine, transcribe and photocopy such records upon five (5) days written notice to Contractor.

ARTICLE VIII. Release and Hold Harmless: Contractor hereby releases, and shall indemnify, defend and hold harmless the HAGC, its affiliates, officers, directors, agents, employees, successors and assigns from and against any and all suits claims, demands, suites, actions, legal and administrative proceedings, losses, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the HAGC on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, directly or indirectly, by reasons of any act, omission, error, fault, mistake or negligence of the HAGC, Contractor, Contractor's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Contractor and/or subcontractors or claim under similar such laws or obligations. Contractor also agrees to protect and save harmless the HAGC against all claims, suits or proceeding for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Contractor's obligation under this Section to indemnify, defend, and save harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence or act of the HAGC or its agent, directors, employees, or officers.

Contractor shall pay attorney's fees and expenses incurred by the HAGC in establishing and enforcing the HAGC's rights under this paragraph, whether or not suit was instituted.

ARTICLE VIV. Waiver of Industrial Insurance Law: Contractor expressly waives its immunity under Washington's industrial insurance law, Title 51 RCW. This waiver was specifically and mutually negotiated by the parties, as evidenced by the initials in the right margin.

_____ initials here

The Housing Authority of Grant County

By: _____
(Signature)

Title: Executive Director

IN WITNESS WHEREOF, the party has executed this Instrument in 1 original counterparts and
_____1_____ (No. Of original copies) the day and year first above written.

Subscribed and sworn to before me this _____
Day of _____, 20_____. (Notary)

My commission expires _____(Date)

Contractor: _____

Signature: _____

Title: _____

Mailing Address: _____

City, State, Zip Code: _____

IN WITNESS WHEREOF, the party has executed this Instrument in 1 original counterparts and
_____1_____ (No. of original copies) the day and year first above written.

Subscribed and sworn to before me this _____
Day of _____, 20_____. (Notary)

My commission expires _____(Date)

NOTICE TO PROCEED

(Contractor) Contract No. _____

Date: _____

(Street Address) Project No. _____

(City, State, Zip Code) Location: _____

Pursuant to the terms of your contract, dated _____ Contract No. _____ you are hereby notified to commence work there under at the start of business on _____. The time for completion set forth in the contract is _____ consecutive calendar days after that date, for a completion date of _____, 202_____.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Workmen's Compensation and Manufacturers' and Contractors' public liability insurance.

As set forth in the contract, as damages for any delay in completion are impossible to determine, the Contractor shall be liable for, and shall pay to the Owner the sum of \$250 as fixed and agreed, liquidated damages for each calendar day of delay, commencing on the stated contract completion date until the work is completed and accepted, or the Contractor's right to proceed is terminated.

You are informed that Doug Larsen is duly authorized to administer your contract for, and in the name of, The Housing Authority of Grant County, Washington.

Please acknowledge receipt of this Notice by signing and dating, and return all copies promptly to this office.

Sincerely,

HOUSING AUTHORITY OF GRANT COUNTY
WASHINGTON

Start Date

Date

Finish Date

ACCEPTED:

Contractor Representative

Date

HAGC Notice to Proceed

CONTRACT # _____

CONTRACTOR'S CERTIFICATE AND RELEASE

FROM : _____
(Name of Contractor)

TO: The Housing Authority of Grant County

CONTRACT NO. _____ ENTERED INTO THE _____ DAY OF _____

BETWEEN the Housing Authority of Grant County, HEREIN AFTER CALLED THE HAGC,

AND (Name of Contractor) FOR THE _____.

PROJECT NO: _____

NAME: _____

LOCATED IN _____
(City and State)

KNOW ALL PERSONS BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due and payable under the contract, duly approved Change Orders and modifications, the undisputed balance of ZERO.
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which are claimed to be just, due, and owing by the HAGC to the Contractor:
 - (a) \$x,xxx.xx Retention total
 - (b) _____
 - (c) _____
(Itemize claims and amounts claimed. If none, so state.)
3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered 0 has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Sub-contractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 hereof the undersigned has received from the HAGC all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

CONTRACTOR'S CERTIFICATE AND RELEASE

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the HAGC from any and all claims arising under or by virtue of this contract, except the amount listed in paragraph 2 hereof; provided, however, that if for any reason the HAGC does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of the release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and any amount which may be deducted from paragraph 1 hereof, the Contractor will release the HAGC from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the HAGC may request. Contractor certifies full payment to vendors and employees for materials and labor performed in connection with this project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20__.

(Contracting Company)

(Signature and Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary)

My commission expires on _____
(Date)

APPROVALS

(Signatures authorize HAGC to make final payment to the contractor.)

Contract Officer

Date

Contract Administrator

Date