

City of Redmond, Washington
General Contractor/Construction Manager
(GC/CM) Contract

Redmond Senior and Community Center

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**GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM)
CONSTRUCTION CONTRACT**

THIS CONTRACT is made and entered into by and between the **City of Redmond, Washington (City)**, and **Absher Construction Company (GC/CM)** hereinafter referred to as Parties for construction of the Redmond Senior and Community Center (Project). This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing, and compensating for, all work identified herein.

In Consideration of the mutual covenants and agreements of the Parties herein contained, the GC/CM agrees to furnish all material, labor, tools, equipment, apparatus, incidentals, facilities, etc., necessary to perform and complete in an acceptable manner all general contractor and all construction management services, and the Work defined in the Contract Documents for a total not to exceed Total Contract Cost (TCC) of **\$ 24,465,916.76** as shown in Exhibit 2 Construction Cost Summary which includes the **Percent Fee of the MACC of 4.1%**.

This Contract is entered into pursuant to the provisions of RCW 39.10.210 and 39.10.340 through 39.10.410. Contractor agrees, as required by RCW 39.10.350, if the Work cannot be completed for the agreed Maximum Allowable Construction Cost (MACC), excepting increases due to City directed changes, or other unforeseen conditions, any and all additional costs shall be the sole responsibility of the GC/CM and GC/CM hereby assumes liability for such costs without reimbursement by the City.

ARTICLE 1 DEFINITIONS

- 1.1 In addition to the definitions set forth in the General Conditions, the following definitions shall apply to this Contract.
 - 1.1.1 "Architect": The "Architect" or "A/E" refers to Opsis Architecture, LLP.
 - 1.1.2 "Construction Work": The term Construction Work shall mean all Work performed during the construction phase of the Project.
 - 1.1.3 "Owner's Representative": "Owner's Representative" or "OR" refers to person or entity engaged by the City to assist with the management of the Project and refers to D.Becker Consulting, LLC.
- 1.2 The following documents are herein incorporated into this Contract and comprise the Contract Documents.
 - 1.2.2 General Conditions for the Redmond Senior and Community Center dated 31-May-22
 - 1.2.3 Exhibit 1 – Summary Matrix of Cost Allocation dated 31-May-22
 - 1.2.4 Exhibit 2 – Construction Cost Summary dated 31-May-22
 - 1.2.5 Exhibit 3 – List of Drawings and Specifications dated 31-May-22
 - 1.2.6 Exhibit 4 – Negotiated Support Services dated 31-May-22
 - 1.2.7 Exhibit 5 – Contract Allowances dated 31-May-22
 - 1.2.8 Change Orders issued after award of this Contract

ARTICLE 2 THE CONTRACT DOCUMENTS

- 2.1 The Contract Documents, as defined in Article 1, of this Contract, form the complete agreement between the Parties, and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representation, or agreements, either written or oral, including, but not limited to, the Preconstruction Services Contract. In the event of any inconsistencies between the component parts of the Contract Documents, the order of precedence of the documents shall be as stated in Part 1.02 of the General Conditions.
- 2.2 In the event of a conflict or inconsistency between Exhibit 1 – Summary Matrix of Cost Allocation and this Contract, Division 00 and Division 01, then this Contract, Division 00, and Division 01 shall take precedence over Exhibit 1.

ARTICLE 3 WORK OF THIS CONTRACT

- 3.1 The GC/CM will work collaboratively and proactively with the City, the Owner's Representative and Architect to proceed with the planning and development of the Work in a manner which supports the City's efforts to keep costs within the City's budget and in a manner that supports the City's overall objectives for the Project. The GC/CM shall provide Construction Management (CM) and General Contractor (GC) services throughout the Project.
- 3.1.1 Phases. The development of the Project may be comprised of various phases of construction and permitting to expedite the Project.
- 3.1.2 LEED: The LEED goal for this Project is (USGBC) LEED-NC (New Construction) Version 4/4.1 with a Gold certification. Projects achieve LEED certification by earning points in the following specific categories of environmental performance: a) sustainable sites; b) water efficiency; c) energy and atmosphere; d) materials and resources; e) indoor environmental quality; and f) innovation and design. The Contractor shall work collaboratively and proactively throughout all Phases of the Project, including construction, to achieve this goal.
- 3.1.3 CPARB Reporting: GC/CM shall provide, and require its subcontractors to provide, the City with any project information required to be submitted in accordance with the provisions of chapter 39.10.350(1)(i). RCW and the requirements of the Capital Projects Advisory Review Board (CPARB).
- 3.2 Work During Construction.
- 3.2.1 During construction the GC/CM shall provide all services required of a general contractor and construction manager to execute the Work. Some details of GC/CM's work are provided below but this list shall in no way limit the GC/CM's overall duty to provide GC/CM services.
- 3.2.2 Meetings.
- 3.2.2.1 The GC/CM shall conduct weekly Construction Progress Meetings to be attended by City, Owner's Representative and Architect to review the status of the work, weekly look-ahead schedules, logs and other information of construction activities to support such meetings. The GC/CM will record and distribute meeting minutes for same.
- 3.2.2.2 The GC/CM shall conduct weekly safety meetings, maintain minutes for each meeting, and provide to the City when requested.

- 3.2.2.3 The GC/CM shall conduct regular subcontractor meetings, maintain minutes for each meeting and provide to the City when requested.
- 3.2.2.4 The GC/CM will attend monthly project review meetings with the City and Owner's Representative until Final Completion is achieved, or as otherwise approved by the City. The Project Manager and Project Executive shall attend the monthly project review meetings. The purpose of the meetings is to review project issues and develop a plan for resolution of issues.
- 3.3.3 Superintendence/Coordination.
 - 3.3.3.1 The GC/CM shall be responsible for superintendence, providing ongoing coordination between crafts, job site safety, housekeeping, quality control, settling disputes between Subcontractors.
 - 3.3.3.2 The GC/CM will review, coordinate, and forward submittals, substitution requests, and Requests for Information (RFIs) to the Owner's Representative for action.
 - 3.3.3.3 The GC/CM will provide proposals and negotiate Change Order Requests with the City.
 - 3.3.3.4 The GC/CM shall coordinate all Change Orders with the Subcontractors.
 - 3.3.3.5 The City expects the Contractor to negotiate with Subcontractors but reserves the right to reject any Subcontractor proposal.
 - 3.3.3.6 The GC/CM will respond to all correspondence related to the effort required for any procurement activities including that arising from a Subcontractor's inability or unwillingness to perform.
- 3.3.4 Planning and Layout. The GC/CM shall be responsible for the planning and layout of the Work, and for the coordination of layout work provided by separate trades for their own work, to ensure that no conflict exists with the work of other trades.
- 3.3.5 Staffing. The GC/CM shall provide sufficient staff of project managers, superintendents, field engineers, surveyors, health and safety officers, Contractor Quality representatives, testing engineers, scheduling engineers, cost engineers, clerical, commissioning manager, and accounting personnel, etc. to ensure that:
 - 3.3.5.1 Change Order Proposals are submitted to the City within ten (10) business days of the receipt of a change order request by the GC/CM. The City expects the GC/CM to review and negotiate Subcontractor's proposals before submitting them to the City. Only changes negotiated between GC/CM and Subcontractor should be submitted to the City.
 - 3.3.5.2 RFIs are reviewed and forwarded to the Owner's Representative as expeditiously as possible to not cause delay to the Project.
 - 3.3.5.3 Submittals are reviewed for completeness and forwarded to the Owner's Representative within ten (10) business days of receipt.
 - 3.3.5.4 Replies to correspondence from City, and other outside agencies are provided within seven (7) calendar days.
 - 3.3.5.5 For a minimum of sixty (60) calendar days after Substantial Completion or until Final Completion is achieved, whichever is later, provide adequate qualified on-site staff

that is authorized to act on behalf of the GC/CM to coordinate and ensure that any outstanding work items, Punch Lists, testing and commissioning are completed, at no additional cost to the City.

- 3.3.5.6 All requirements of the Contract Documents are satisfied.
- 3.3.6 Inspections. Special inspection required by the appropriate building officials and regulatory agencies will be provided by the City. The GC/CM shall be responsible to ensure that the City's inspectors are given notice within 48 hours and are afforded timely and appropriate access to the Work to make their inspections. No work shall be closed-in until satisfactory inspections have been performed.
- 3.3.7 Building Permit Change. The GC/CM shall perform all work required to make Building Permit changes and updates. Building Permit changes and updates, if approved by the City, shall be incorporated into the appropriate subcontract package(s) and the Contract Documents by Change Order.
- 3.3.8 Certificate of Occupancy. The GC/CM shall obtain a Certificate of Occupancy and the required operating permits necessary for the City to take beneficial occupancy of the Project or any partially completed portion of the Project when notified in writing by the City.
- 3.3.9 Substantial Completion. Substantial Completion, for purposes of Section 6.07 of the General Conditions and Article 5 of this Contract, shall include those activities necessary to: a.) obtain a Certificate of Occupancy; and b.) compliance with the requirements of Section 01 77 00, "Closeout Procedures."

3.4 Work During Commissioning

- 3.4.1 The City shall hire an independent Commissioning Authority. The GC/CM shall provide a Test Engineer and all support activities required by Division 01 of the Specifications.

ARTICLE 4 RELATIONSHIP OF THE PARTIES

4.1 General.

- 4.1.1 The GC/CM accepts the relationship of trust and confidence established by this Contract and covenants with the City to cooperate with the City, Owner's Representative, and Architect through every Phase of the Work and utilize the GC/CM 's best skill, efforts and judgment in furthering the interests of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the City. The GC/CM recognizes that the City has a separate agreement with the Architect to design the Project and to provide certain construction administration services necessary to ensure that the construction is in accordance with the Contract Documents. The GC/CM further recognizes that in order for the Project to be completed on time and within budget, the GC/CM, the Architect, Owner's Representative and the City will have to closely cooperate on a regular basis to revise plans, Drawings, Specifications, materials, methods, estimates, schedules, and budgets as necessary to meet the City's financial constraints.
- 4.1.2 The City agrees to exercise best efforts to assist the GC/CM to perform the Work in the best way and most expeditious manner by timely furnishing and approving information

required by the GC/CM and making payments to the GC/CM in accordance with the requirements of the Contract Documents.

4.2 Partnering.

- 4.2.1 The City and GC/CM agree to utilize the "partnering" concept for this Project. Partnering emphasizes a cooperative approach to problem-solving involving all key parties to the Project: City, Owner's Representative, Architect, GC/CM and principal Subcontractors.
- 4.2.2 Two workshops to define partnering relationships will be scheduled not-to-exceed one day each or as mutually agreed. The City, Owner's Representative, Architect, and the GC/CM will participate in one partnering session during preconstruction as soon as practicable. The City, Owner's Representative, Architect, GC/CM, and principal Subcontractors when known, shall participate in a second partnering session. Principal Subcontractors can include: electrical, mechanical, sheet rock installer, and others as the GC/CM and City jointly agree are appropriate. The purpose of the workshops shall be:
 - 4.2.2.1 To establish mutual understanding of partnering concepts.
 - 4.2.2.2 To develop the mission statement and goals for the Project for all parties.
 - 4.2.2.3 To develop a process so that critical issues can be quickly resolved.
- 4.2.3 The City will be responsible for providing the facilities for the workshops, as well as a facilitator and any workshop materials. The GC/CM shall pay one-third ($\frac{1}{3}$) of the costs for the facilitator and facilities not-to-exceed Two Thousand Dollars (\$2,000.00). The GC/CM and Subcontractors are expected to provide key Project personnel for the workshop at no additional cost to the City.
- 4.2.4 At the conclusion of each workshop, it is anticipated that a definitive working arrangement for partnering will be agreed upon and committed to in writing by the participants. Parties may withdraw from the partnering arrangement upon written notice to the others. Should the partnering arrangement be terminated, claims or disputes settled, or changes approved during the existence of the partnering arrangement shall not be affected.

ARTICLE 5 DATE OF COMMENCEMENT, TIME OF COMPLETION, LIQUIDATED DAMAGES

- 5.1 Subject to Funding. If the City determines, in its sole discretion, that sufficient funds are not available, then the City shall have the right to immediately terminate this Contract for its convenience at any time. In the event it does so, it will compensate the Contractor for the value of the services it has performed, if any. However, the GC/CM shall not be entitled to any compensation for damages, lost profits, or payment of any other kind.
- 5.2 Time is of the Essence. It is understood that time is of the essence in performing the Work, and the GC/CM shall provide the necessary equipment, personnel and services to commence on the date this Contract is executed and be substantially complete within the time periods set forth herein.
- 5.3 Date of Commencement. The date of commencement of all work including the Construction Work shall be by a *Notice to Proceed* letter to the GC/CM specifying the work that is being authorized. Any work performed prior to issuance of the Contract or *Notice to Proceed* shall be at the GC/CM's sole risk and expense.

- 5.4 Substantial Completion. The City anticipates issuing a *Notice to Proceed* regarding the Construction Work on or about June 25, 2022. This *Notice to Proceed* will allow the GC/CM to begin site mobilization and then begin construction. All Work delineated in the Contract Documents shall be substantially complete within **Four Hundred and Eighty (480)** calendar days of the date specified in the *Notice to Proceed* to begin Construction Work.
- 5.5 Substantial Completion Liquidated Damages. For failure to achieve Substantial Completion by the time specified for Construction Work in section 5.4 herein, GC/CM shall pay City **\$ 2,500.00** per day in liquidated damages for each and every calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is achieved.

ARTICLE 6 TOTAL CONTRACT COST

- 6.1 General. The TCC has been mutually negotiated and agreed to by the Parties. The GC/CM agrees that the Project is adequately defined, that Construction Documents included in Exhibit 3 to this Contract provide sufficient information and has determined that the Project is sufficiently clear and understandable for the Contractor to agree to the TCC in this Contract. The TCC is defined in Exhibit 2.
- 6.1.1 This Contract is entered into pursuant to the provisions of RCW 39.10.210 and 39.10.340 through 39.10.410. GC/CM agrees, as required by RCW 39.10.350, if the Work cannot be completed for the agreed MACC any additional costs, except as provided below, shall be the responsibility of the GC/CM and GC/CM hereby assumes liability for such costs without reimbursement by the City. City agrees that cost increases due to City directed changes and unforeseen site conditions are the City's responsibility.
- 6.2 Determination. The TCC was determined through a negotiation of the MACC conducted prior to execution of the Work. The MACC negotiations are separate from and not part of the Preconstruction Services work. The GC/CM will not be reimbursed for MACC negotiations work.
- 6.3 Preconstruction Services. Prior to execution of this Contract, Preconstruction Services were provided pursuant to the Preconstruction Services Contract. The money paid by the City to the GC/CM under the Preconstruction Services work is not included in the TCC.
- 6.4 Total Compensation. Any amount that exceeds the TCC to will be at the GC/CM's sole cost and expense unless there are scope changes authorized by Change Order or Amendment.
- 6.5 Maximum Allowable Construction Cost ("MACC").
- 6.5.1 Calculation. The MACC is the amount, mutually agreed to between the City and GC/CM that is required to complete all Work as described in the Contract Documents. The negotiated MACC shall include funds for all costs to construct the Project including the Risk Contingency and Negotiated Support Services. The MACC does not include the following:
- 6.5.1.1 Preconstruction Services work.
 - 6.5.1.2 Fixed Amount of Specified General Conditions work.
 - 6.5.1.3 Percent Fee.
 - 6.5.1.4 Other changes due to unforeseen site conditions and regulatory changes at variance with the Contract Documents.
 - 6.5.1.5 Washington State Sales Tax.

6.5.2 GC/CM Responsibility: The GC/CM shall be responsible for: a.) all costs related to Subcontractor claims or charges that result from mistakes or omissions in the subcontract buyout; b.) coordination errors and coordination omissions related to the Coordinated Shop Drawings work of specification Section 01 33 00 "Submittal Procedures;" c.) interference between Subcontractor and the GC/CM; d.) interference between Subcontractors; e.) the GC/CM 's failure to coordinate the Work it self-performs with Work of other Subcontractors; and f.) all costs related to damage or loss of the Work or materials or equipment except damage or loss caused by the City.

6.5.3 Construction Cost Summary: As part of the MACC negotiations, a complete Construction Cost Summary shall be provided by the GC/CM at execution of this Contract and at execution of any Contract Change Order that modifies the MACC. The Construction Cost Summary shall be in the format provided in Exhibit 2, herein.

6.5.4 Contingency Accounts:

6.5.4.1 Risk Contingency Account

6.5.4.1.1 A Risk Contingency Account has been established as identified in Exhibit 2, *Construction Cost Summary*. The Risk Contingency Account is included in the MACC.

6.5.4.1.2 The GC/CM may utilize the Risk Contingency Account established herein to pay for items for which it is responsible, as defined in paragraph 6.5.2 herein, provided Contractor may only utilize the Risk Contingency Account to cover costs related to damage or loss to the Work or materials or equipment, when: (1) the Risk Contingency Account has not already been expended, (2) the loss occurs prior to substantial completion, (3) it cannot be determined which subcontractor or GC/CM may have caused the damage or loss, and (4) the City agrees to waive the provisions of Section 5.08 F of the General Conditions and authorizes the use of the Risk Contingency Account for this particular purpose.

6.5.4.1.3 The GC/CM may not use the Risk Contingency Account for items that are defined as Percent Fee in Section 6.6.1, as Specified General Conditions in Section 6.6.2, or as covered by the Design Contingency in Section 6.5.4.2.

6.5.4.1.4 The GC/CM's use of the Risk Contingency Account must be approved in advance by the City. The GC/CM shall provide the City monthly updates on the use of the Risk Contingency Account. Any funds remaining in the Risk Contingency Account shall be returned to the City with the corresponding Percent Fee. No incentives may be paid to the GC/CM from this Account or savings from this Account.

6.5.4.2 Design Contingency Account

6.5.4.2.1 A Design Contingency has been established as identified in Exhibit 2, *Construction Cost Summary*. The Design Contingency Account is included in the MACC.

6.5.4.2.2 The design was not 100% complete when this contract is awarded, therefore a Design Contingency is established to cover changes to the design that were not contemplated or anticipated when the TCC was established.

- 6.5.4.2.3 The GC/CM may not use the Design Contingency Account for items that are defined as Percent Fee in Section 6.6.1, as Specified General Conditions in Section 6.6.2, or as covered by the Risk Contingency in Section 6.5.4.1.
- 6.5.4.2.4 The GC/CM's use of the Design Contingency Account must be approved in advance by the City. The GC/CM shall provide the City monthly updates on the use of the Design Contingency Account. Any funds remaining in the Design Contingency Account shall be returned to the City with the corresponding Percent Fee. No incentives may be paid to the GC/CM from this Account or savings from this Account.
- 6.5.5 Negotiated Support Services (NSS). The costs for items identified as NSS in Exhibit 1 "*Cost Allocation Matrix*" to this Contract shall be specifically identified and included in the MACC and identified as the "Negotiated Support Services" costs to be reimbursed by the City. The GC/CM will be compensated for NSS costs as defined in Exhibit 3. The costs for management required to administer the NSS Work shall be included in the Fixed Amount for Specified General Conditions.
- 6.5.5.1 Building Information Modeling (BIM): The Project partners, including GC/CM, will use BIM as a tool for collaboration, information sharing, estimating, planning and coordination. GC/CM's direct costs for its BIM management program, including a BIM integrator, shall be reimbursable as a Negotiated Support Service as defined herein.
- 6.5.5.2 Subcontractor costs for management and participation in BIM shall not be included in Negotiated Support Services and shall be included in the subcontract bid packages within the Subcontract Plan defined in paragraph 6.5.6 herein.
- 6.5.6 Subcontract Plan: Upon execution of this Contract, the GC/CM shall submit to the City a Subcontract Plan developed during MACC negotiations in a format satisfactory to the City, outlining the Subcontract packages and procurement schedule for each package the GC/CM intends to prepare to execute the Project. The Subcontract Plan shall include a statement regarding the work the GC/CM intends (if any) to submit a bid to self-perform and an affidavit stipulating that such work is customarily performed by the GC/CM.
- 6.5.7 Amendments to the MACC and TCC: After execution of the Contract, the City and GC/CM may negotiate additional scopes of work that will be added to the Contract through an Amendment. That Amendment will increase the Scope of Work, MACC and TCC to cover work not included in the initial Contract. The MACC and TCC will be determined as defined in Article 6 herein.

6.6 Percent Fee and Specified General Conditions.

- 6.6.1 Percent Fee. The GC/CM submitted a dollar amount on the Form of Proposal which represented the Percent Fee stated as a percentage of the estimated MACC. The actual Percent Fee of the MACC stated on page one (1) of this Contract is a set dollar amount calculated by multiplying the proposed fee percentage by the actual negotiated MACC. The Percent Fee amount shall be adjusted based on deductive or additive change orders by multiplying the proposed fee percentage by the actual amount of the change order. If the MACC varies more than fifteen percent (15%) from the estimated MACC stated on the Proposal Form due to requested and approved changes in the scope by the City, the Percent Fee shall be renegotiated. The Percent Fee shall cover the following:

- 6.6.1.1 All profit of the GC/CM for this Project.
- 6.6.1.2 All regional and home office overhead expenses, including labor and materials, travel, phone, facsimile, postage, and other incidental office expenses attributed to work on this Project that is not specifically identified in the Specified General Conditions Work.
- 6.6.1.3 All overhead expenses of the GC/CM for participation in and the support of the Subcontractor bidding process of the Project.
- 6.6.1.4 Other than retail sales tax, the Percent Fee shall cover all taxes owed by the GC/CM including City and State B&O tax.
- 6.6.1.5 GC/CM's performance and payment bonds.
- 6.6.1.6 GC/CM's liability insurance coverage.
- 6.6.2 Specified General Conditions Work. This Contract identifies the dollar amount for the "Fixed Amount for Specified General Conditions" Work. The Specified General Conditions Work shall consist of all requirements of the Contract contained in the General Conditions, the GC/CM Contract, and the Division 01 Specifications. Exhibit 1 "*Summary Matrix of Cost Allocation*" to this Contract summarizes the costs associated with Specified General Conditions Work. Any cost that is not specifically identified in the "*Summary Matrix of Cost Allocation*" shall be covered by the amount bid for Specified General Conditions, unless otherwise identified in this Contract. Specified General Conditions Work must be performed at the expense of the GC/CM and may not be made part of a subcontract bid except when so required by the Specifications and approved by the City.

6.7 Subcontract Buyout Procedure.

- 6.7.1 Award to Low Bidder. When subcontract bid packages are awarded, they shall be awarded to the eligible (as defined in RCW 39.10.400) responsible bidder submitting the low responsive bid (subject to RCW 39.04.350).
- 6.7.2 Updated Subcontract Plan and Other Requirements. Before soliciting subcontract bids the GC/CM shall submit, for review and approval by the City: a) an updated Subcontract Plan outlining the subcontract packages with bid package estimates and a procurement schedule for each package; b) an Outreach Plan for inclusion of small business entities and disadvantaged business enterprises describing the specific activities and strategies the Contractor will undertake; c) bidding advertisements, forms and instructions; d) standard Subcontractor agreements; and e) an updated Summary Schedule.
 - 6.7.2.1 No "Allowances" shall be included in Subcontractor bid documents if not included in the MACC negotiations or without prior approval of the City. Denial or approval of any allowance shall not result in a change in the MACC. If the City agrees an allowance is appropriate within a Bid Package Estimate the following procedures will be implemented:
 - a. Contractor will provide a schedule of Allowances included in the Bid Package Estimate.
 - b. Allowances will be tracked by GC/CM on a Time & Materials (T&M) basis and shown on the Schedule of Values as a discrete line item for each appropriate Subcontractor.
 - c. A deductive Change Order will be issued at the end of the Project for any remaining Allowances.

- 6.7.2.2 The GC/CM shall assist the City to identify and procure late bid packages that are determined by the City to be beneficial in providing the latest “state of the art” technologies or equipment for the Project.
- 6.7.3 Bid Documents Reproduction Costs. Reproductions of bid sets as required for bidding and conformed documents to provide a consolidated Construction Document due to phased permitting and partial Construction Document issuance will be reimbursed by the City.
- 6.7.4 Bidding. The GC/CM shall bid out subcontracts in accordance with its approved updated Subcontract Plan and in accordance with all requirements stipulated in RCW 39.10.340 through 39.10.410. During subcontract buyout, the Contractor may request a change in its Subcontract Plan, and the City will not unreasonably withhold approval, provided the sum of all bids received plus the remaining bid package estimates in the Subcontract Plan as revised does not exceed the estimated total MACC.
- 6.7.5 Negotiations. If the low responsive bid for a particular bid package is greater than the bid package estimate, then the provisions of RCW 39.10.380(6) shall apply. If the lowest responsive bid does not exceed the bid package estimate by One Hundred Twenty-Five Thousand Dollars (\$125,000) for bid packages below Ten Million Dollars (\$10,000,000), or two percent (2%) for bid packages with bid package estimates greater than Ten Million Dollars (\$10,000,000), then the GC/CM may negotiate an adjustment to that bid based upon agreed changes to the subcontract package between the City and GC/CM to bring the bid within the amount of the bid package estimate, which, for purposes of this Contract, shall be considered to be the “Available Funds.” All time delays and costs, including A/E costs associated with the negotiations and/or changes to the Construction Documents shall be the responsibility of the GC/CM.
- 6.7.6 Bonds. For subcontract bid packages with a bid estimate over \$300,000 the GC/CM shall require a bid bond in the amount of 5% of the amount bid from Subcontractors who bid. The GC/CM shall require a performance and payment bond from all Subcontractors who are awarded a contract over \$300,000, in the amount of the subcontract. The GC/CM may require a performance and payment bond of any other Subcontractor, provided that such requirement is set forth in the subcontract bid documents. The GC/CM acknowledges that all costs of subcontractor bonding are included in the negotiated MACC on page 1 of this Contract.
- 6.7.7 Award or Rebid. If the GC/CM chooses not to negotiate under the provisions of section 6.7.5 above or if the low conforming bid exceeds the bid package estimate by more than the amount permitting negotiations, the GC/CM shall, at the sole discretion of the City, either award the bid package to the low responsive responsible bidder or shall rebid the bid package at no additional cost to the City. Provided unusual circumstances exist, GC/CM may request and City, at its sole option may agree to a change in the scope of the work for the bid package. The GC/CM may then rebid, but all time delays, including construction schedule impacts, and costs to rebid, including reproduction costs and any consultant or Architect costs to the City associated with changes to the Construction Documents, shall be the responsibility of the GC/CM and the MACC shall not be changed.
- 6.7.8 Bid Protest. Except where the GC/CM is seeking to self-perform work or the protest is made pursuant to RCW 39.10.385, GC/CM shall be responsible for reviewing and responding to bid protests and shall adhere to the requirements of RCW 39.10.380 in the event of a bid protest.
- 6.7.9 Savings. If the GC/CM is successful in awarding contracts for all of its subcontracts in its approved updated Subcontract Plan in an amount less than the negotiated MACC, any

remaining savings shall be returned to the City along with the Percent Fee percentage multiplied by the savings or utilized to fund additive alternates or other Work as directed by the City.

- 6.7.10 Subcontractor Non-Performance. If any Subcontractor to whom a bid package has been awarded is unable to perform for whatever reason, the GC/CM shall have the option to rebid or negotiate for the performance of the work or perform the work itself. The GC/CM shall bear all risk and/or be responsible for cost overruns occasioned by a Subcontractor's inability to perform.
- 6.7.11 Owner-Furnished Equipment. The GC/CM shall perform all work required to subcontract the installation of city furnished contractor installed and city existing contractor installed equipment.
- 6.8 Contractor Cost Accounting.
- 6.8.1 Accounting. Starting with the award of the first bid package, the GC/CM shall, in accordance with directions given and formats developed by the City, provide City with monthly reports, including but not limited to, showing expenditures on all bid packages, all Contract changes, and all NSS costs including forecast-to-Final Completion updates. GC/CM claims shall be accounted for separately.
- 6.9 Performance and Payment Bond. Prior to execution of this Contract by the City the GC/CM shall provide the City with performance and payment bonds in a form and with a surety acceptable to the City for the full amount of the TCC, plus Washington State sales tax.

ARTICLE 7 SUBCONTRACTING

- 7.1 Competitive Bidding Required. Other than the Specified General Conditions and NSS work, all Work on the Project shall be competitively bid with public bid openings. Subcontract work shall not be issued for bid until the Contractor has completed the requirements of section 6.7.2 herein.
- 7.2 Self-Performance by GC/CM. The GC/CM may bid on subcontract work and/or supply of equipment and materials which it customarily performs or supplies. GC/CM's interest in the Work shall not diminish its duty to aggressively seek competition for bid packages. In the event the GC/CM will be bidding on subcontract work, the bid opening will be managed by the City and notice of the GC/CM's intention to bid shall be included in the public solicitation for bids for that bid package. In no event may the value of the subcontract work performed by the GC/CM exceed thirty percent (30%) percent of the MACC. The GC/CM must provide staff to superintend and manage subcontract packages it undertakes that is separate and distinct from the staff involved in the management of this Contract. In no event may the GC/CM or its subsidiaries assign warranty responsibility or the terms of its contract or purchase order with vendors for equipment or material purchases to subcontract bid package bidders or subcontractors who have been awarded a contract.
- 7.3 Subcontractor Bid Packages. The GC/CM may: a.) with approval by the City organize and solicit bids for the subcontract work in whatever combinations or packages it chooses; b.) not use any Allowances except as provided in section 6.7.2.1 herein; and c.) not use any Alternates without approval of the City, unless such Alternates were specified in the MACC.
- 7.3.1 GC/CM shall submit: a) a draft and final bid package specific scope of work, and; b) Bid Forms for each subcontract package for City's review prior to bidding. Changes to the final bid package documents shall not occur without City's approval.

- 7.4 Cost of Subcontracting Process. As part of the Specified General Conditions Work the GC/CM shall be responsible for all costs associated with the subcontracting process including, but not necessarily limited to:
- 7.4.1 Developing solicitations for subcontract packages, except for solicitations executed under the process set forth in RCW 39.10.385, which shall be compensated under the Agreement for Preconstruction Services.
 - 7.4.2 Subcontract procurement.
 - 7.4.3 Site tours.
 - 7.4.4 Responding to questions from bidders.
 - 7.4.5 Providing bid opening facility.
 - 7.4.6 Bidding in accordance with the requirements of this Section.
 - 7.4.7 GC/CM award.
- 7.5 Solicitations of Subcontractors. Solicitations of Subcontractors by the GC/CM shall be made in accordance with the following procedures:
- 7.5.1 The Owner's Representative will be present at each bid opening to observe the procedure. In the event the GC/CM is bidding on a subcontract package, the City will conduct the bid opening.
 - 7.5.2 Solicitations for bids will be advertised in advance in the "Public Notice" section of the Seattle Daily Journal of Commerce newspaper.
 - 7.5.3 Bidders may obtain the bid results by telephone from the GC/CM. All such calls will be referred to the GC/CM.
 - 7.5.4 Responsiveness requirements and bidding procedures will be described in each bid solicitation and, along with subcontractor MWBE joint venture requests, will be reviewed with the City prior to each bid opening.
- 7.6 Subcontract Agreements. Subcontract agreements used by the GC/CM shall be in compliance with all of the applicable provisions of chapter 39.10 RCW.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 GC/CM Staffing
- 8.1.1 GC/CM agrees to provide all professional personnel necessary to perform the required services including the individuals named in the Table 1 Key Personnel, below who were named in the GC/CM's proposal submitted in response to the City's Request for Proposals for GC/CM Services for the Project. Except in the event of the death of the employee or their termination of employment with the GC/CM, these Key Personnel shall remain assigned to the Project and shall be performing the work for the duration of the Project unless otherwise agreed to in writing by the City.
 - 8.1.2 Key Personnel (to be included in executed contract based on individuals identified in selected GC/CM's proposal)

Position Title	Name of Individual
Corporate Executive/Sponsor	Luis Castaneda / Doug Orth
Project Manager	Keara Flynn
Project Superintendent	Joe Turner

Table 1 – Key Personnel

8.1.3 The GC/CM was awarded this Contract due in part to the qualifications of Key Personnel included in the GC/CM’s submittal of qualifications under the requirements of RCW 39.10.360. GC/CM’s failure to use such Key Personnel after award of the Contract shall constitute a material breach of Contract entitling the City at its option to any and all remedies, including but not limited to specific performance, revocation of the Contract Award, refusal to authorize Notice to Proceed, suspension of Work for such time period as is necessary for GC/CM comply with the Contract by mobilizing the specific individuals, and/or termination of the Contract for default, pursuant to Section 19.b. If City elects to continue the Work with GC/CM’s replacement of a person listed as Key Personnel, in addition to all other remedies available to City, the GC/CM agrees to pay a liquidated damage amount as defined in Table 2. GC/CM acknowledges these amounts are not a penalty and they instead constitute a reasonable estimate of damages to the City associated with the replacement of the Key Personnel on which the City relied for the award of this Contract.

Position Title	Liquidated Damage Amount
Corporate Executive/Sponsor	\$5,000.00
Project Manager	\$7,500.00
Project Superintendent	\$7,500.00

Table 2 – LD Amount

8.1.4 The GC/CM will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by the City, the City considers such removal necessary and in the best interest of the Project. The City will notify the GC/CM in writing and allow a reasonable period of time for the transition to substitute personnel. The substitute personnel must demonstrate their qualifications indicated in the Request for Proposals (RFP) for their respective role(s), and experience as requires to successfully perform such duties. The City shall have the right to determine in their sole discretion whether the substitute personnel are qualified to work on the Project.

8.2 Insurance. The GC/CM shall provide the insurance as defined in the General Conditions.

8.3 Audit. Owner shall have the right to audit. Upon request by City, GC/CM shall provide City full access to all of GC/CM’s and its Subcontractors’ data, records, accounts or materials relevant to the performance of this Contract.

8.4 Sales Tax. The actual amount of sales tax to be paid to the GC/CM will be based on the then current sales tax percentage applied to actual MACC progress payments, inclusive of approved change orders. The GC/CM shall not include sales tax as part of the TCC in its pay applications, but the appropriate amount of sales tax will be added by the City to each progress payment collected by the GC/CM from the City, and paid to the State by the GC/CM.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

APPROVALS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed effective on the date of last signature below.

GC/CM

CITY OF REDMOND, WASHINGTON

Signature

Mayor

Printed

Date

Title

Date

Federal Tax ID No.

GC/CM / Contractor's Registration No.

Address for Giving Notices

Address for Giving Notices

Attested:

Approved to form:

CITY CLERK

CITY ATTORNEY

Date

Date

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PART 1 – GENERAL PROVISIONS

1.01 Definitions

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified parts, sections and paragraphs, and the titles of other documents or forms.
1. "Amendment" is an agreed on change to the scope of the work as defined in the Contract Documents and requires City Council Approval. The Amendment can result in an adjustment to the Total Contract Cost, if any, and an adjustment in the Contract Time, if any. The City will assign a number to each Amendment.
 2. "Architect" or "A/E" means a person or entity lawfully entitled to practice architecture and/or engineering and the entity preparing the drawings and specifications that will be used to construct the Project.
 3. "City" is the Owner and means the City of Redmond, Washington, its staff and consultants. The City will provide the GC/CM with the names of staff and consultants responsible for management of the Contract and Work.
 4. "Change Order" means a written instrument signed by City and GC/CM stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Total Contract Cost, if any, and (3) the extent of the adjustment in the Contract Time, if any. The City will assign a number to each Change Order for tracking and payment.
 5. "Change Order Proposal" is a written proposal by the GC/CM to the City responding to the City's Change Proposal Request. The Change Order Proposal will be the basis for negotiating the value and/or time required to provide the Work defined in the Change Order Request.
 6. "Change Proposal Request" is a request by the City to change the Work, Total Contract Cost and/or Contract Time.
 7. "City Council" is the entity in the City that will approve award of the Contract and Final Acceptance of the Project.
 8. "Claim" means Contractor's exclusive remedy for resolving disputes with City regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
 9. "Contract" is the signed agreement by the City and GC/CM defining the Work, Total Contract Cost, and Contract Time.
 10. "Contract Documents" means those items so designated in the Contract, and which together comprise the Contract.
 11. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.

12. "Cost Allocation Matrix" shows how the GC/CM will be compensated for its cost of the work. The Cost Allocation Matrix is included in the Contract Documents.
13. "Contractor" is used with "GC/CM" and "General Contractor/Construction Manager" interchangeably in this Contract. It has the same definition as "General Contractor/Construction Manager," below.
14. "Days" in this contract refers to calendar days.
15. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
16. "Exhibit" means a document, referred to in the Contract, which is attached and establishes contract requirements.
17. "Final Acceptance" means the written acceptance issued to GC/CM by City after GC/CM has completed the requirements of the Contract Documents.
18. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.
19. "General Contractor/Construction Manager" (GC/CM or GCCM) means a firm with which the City has selected and negotiated a Maximum Allowable Construction Cost to provide services during the design phase and to act as general contractor and construction manager during the construction phase to complete the Work. The terms "GC/CM" and "Contractor" are used interchangeably in this Contract.
20. "Maximum Allowable Construction Cost" (MACC) is the agreed-upon cost of the work to construct the project. The MACC can only be changed by approved change orders or amendments.
21. "Negotiated Support Services (NSS)" are items GC/CM would normally manage and/or perform on a construction project as identified in the Cost Allocation Matrix.
22. "Notice" means a written communication as defined in the Contract and General Conditions which is to be delivered to an individual or a member of the firm or entity or to an officer of the corporation for which it was intended. Notices must be signed by an authorized representative of the firm or entity. Notices can be delivered or sent by registered or certified mail, to the business address included in the Contract. A Notice sent via email must have an electronic signature by an authorized representative of the firm or entity.
23. "Notice to Proceed" means a notice from City to GC/CM that defines the date on which the Contract Time begins.
24. "Percent Fee" is the percentage amount on the MACC to be earned by the GC/CM as overhead and profit and as further defined in the GC/CM Contract. Items included in the Percent Fee are identified in the Cost Allocation Matrix.

25. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
26. "Prior Occupancy" means City's use of all or parts of the Project before Substantial Completion.
27. "Progress Schedule" means a schedule of the Work also known as the Construction Schedule, in a form satisfactory to City, as further set forth in section 3.02.
28. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by City or by separate contractors.
29. "Project Management Plan" is a Plan developed by the City highlighting processes and procedures as defined in the Contract Documents. The Plan can include forms that can be used by the project team.
30. "Project Record" means the separate set of Drawings and Specifications as set forth in section 4.02A.
31. "Punch List" is a list developed at the time of substantial completion that itemizes all remaining work tasks before the project reaches final acceptance.
32. "Request for Equitable Adjustment" or "request for equitable adjustment" is a request by the GC/CM for an adjustment to the Total Contract Cost or Contract Time as a result of a changed condition or direction by the City as more fully set forth in section 7.03.
33. "Schedule of Values" means a written breakdown allocating the total Contract Sum to categories of Work, in such detail as requested by City, as more fully set forth in section 6.02. The Schedule of Values will be used to support progress payment requests by the GC/CM to the City.
34. "Shop Drawings" means documents and other information required to be submitted to the City by GC/CM for review by the City and Architect pursuant to the Contract Documents, showing in detail the proposed fabrication and assembly of structural elements and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, product data sheets, schedules, performance and test data, samples, and similar materials furnished by GC/CM to explain in detail specific portions of the Work required by the Contract Documents.
35. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
36. "Specified General Conditions" while similar to those items defined as Negotiated Support Services the GC/CM would normally manage or perform on a construction project, they were included in the GC/CM proposal and are identified in the Cost Allocation Matrix.

37. "Subcontract" means a contract entered into between the GC/CM and Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
38. "Subcontractor" means any person, other than GC/CM, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
39. "Substantial Completion" means that stage in the progress of the Work where City has full and unrestricted use and benefit of the facilities for the purpose intended, as more fully set forth in section 6.07.
40. "Supplier" means an entity providing materials or equipment to the Project to be incorporated into the work or used to facilitate construction of the project.
41. "Total Contract Cost" (TCC) means the fixed amount for the detailed Specified General Conditions work, the negotiated Maximum Allowable Construction Cost, and the Percent Fee on the negotiated Maximum Allowable Construction Cost.
42. "Unilateral Change Order" means a written instrument signed by City stating the following: (1) a change in the Work; (2) the amount of the adjustment in the Total Contract Cost, if any, and (3) the extent of the adjustment in the Contract Time, if any. Any Unilateral Change Order issued by the City will be referred to a Change Order and the numbering will be consistent with the numbering provided to Change Orders.
43. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 Order of Precedence

- A. Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:
 1. Change Orders to signed GC/CM Contract
 2. Signed GC/CM Contract
 3. GC/CM General Conditions
 4. Division 01 Specifications
 5. Specifications—provisions in Division 02 through 50
 6. Drawings—in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.

1.03 Execution and Intent

- A. GC/CM makes the following representations to City:

1. The Total Contract Cost is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. GC/CM has carefully reviewed the Contract Documents, visited and examined the Project site, is familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality of the Work, quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. GC/CM is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. GC/CM is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 Bond Requirements

- A. GC/CM shall furnish a Performance Bond and Payment Bond, each in compliance with Chapter 39.08 RCW and in an amount at least equal to the TCC, as security for the faithful performance and payment of all of GC/CM's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the warranty period, whichever is later, except as provided otherwise by Laws or Regulations or the Contract Documents. GC/CM shall also furnish such other bonds as are required by the Contract Documents.
- B. The performance bond and labor and material payment Bond shall be executed and sealed by duly licensed sureties registered with the Washington State Insurance Commissioner. The sureties' name(s) shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner, and the surety shall meet, at a minimum, A.M. Best's Key Rating A-; VII or higher. The City may require the sureties to appear and qualify themselves on the bond evidence of authority shall show that it is effective on the date the agent or attorney-in- fact signed the accompanying bond.
- C. If the surety on a bond furnished by GC/CM is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then GC/CM shall promptly notify the City and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- D. GC/CM shall promptly furnish additional security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

1. Owner has a reasonable objection to the surety; or
2. Any surety fails to furnish reports on its financial condition if required by the City.

2.02 General Insurance Requirements

- A. Prior to commencement of the Work, GC/CM shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to City that such insurance has been procured. Review of the GC/CM's insurance by City shall not relieve or decrease the liability of GC/CM.
- B. The certificate holder shall be:

City of Redmond, Washington
PO Box 97010
Redmond, WA 98073-9710
- C. The GC/CM shall procure and maintain the insurance described in all subsections of Part 2 of these General Conditions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- D. The GC/CM shall keep this insurance in force without interruption from the commencement of the GC/CM's Work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated below.
- D. The GC/CM's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The GC/CM shall provide the City and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The GC/CM shall not begin work under the Contract until the required insurance has been obtained and approved by the City.
- G. Failure on the part of the GC/CM to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the GC/CM to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the City, offset against funds due the GC/CM from the City.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

2.03 Additional Insured

- A. All insurance policies, with the exception of Workers Compensation, and of Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or

endorsements required herein. The City of Redmond and its officers, elected officials, employees, consultants (DBecker Consulting, LLC, Opsis Architecture, LLP), and agents shall be listed as primary, non-contributory additional insured.

- B. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the GC/CM, irrespective of whether such limits maintained by the GC/CM are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the GC/CM pursuant to section 2.04 describes limits lower than those maintained by the GC/CM.
- C. For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

2.04 Subcontractors

- A. The GC/CM shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the GC/CM -provided insurance as set forth herein, except the GC/CM shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.
- B. The GC/CM shall ensure that all Subcontractors of every tier add all entities listed in section 2.02 as additional insureds, and provide proof of such on the policies as required by that section as detailed in section 2.02 using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- C. Upon request by the City, the GC/CM shall forward to the City evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in section 2.04 Verification of Coverage.

2.05 Verification of Coverage

- A. The GC/CM shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the GC/CM delivers the signed Contract for the work. Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of GC/CM's obligation to maintain such insurance.
- B. Verification of coverage shall include:
 - 1 An ACORD certificate or a form determined by the City to be equivalent.
 - 2 Copies of all endorsements naming City and all other entities listed in section 2.02 as additional insured(s), showing the policy number. The GC/CM may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
 - 3 Any other amendatory endorsements to show the coverage required herein.
 - 4 A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

- 5 The GC/CM shall provide the City with a new certificate confirming renewal and/or changes to the policy whenever the policy is changed or renewed or at least once a year, whichever occurs first.
- C. GC/CM shall provide a full and certified copy of the Builder's risk policy when the GC/CM delivers the signed Contract for the work. Upon request by the City, the GC/CM shall forward to the City a full and certified copy of the other required insurance policy(s).

2.06 Coverages and Limits

- A. The insurance shall provide the minimum coverages and limits set forth below. GC/CM's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the GC/CM to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the GC/CM. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the GC/CM.
- C. Commercial General Liability
 - 1 Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.
 - 2 The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
 - 3 GC/CM shall maintain Commercial General Liability Insurance arising out of the GC/CM's completed operations for at least three years following Substantial Completion of the Work.
 - 4 Such policy must provide the following minimum limits:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury each offence
 - \$1,000,000 Stop Gap / Employers' Liability each accident
- D. Automobile Liability
 - 1 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.
 - 2 Such policy must provide the minimum limit of \$1,000,000 Combined single limit each accident.

- E. Workers' Compensation: The GC/CM shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- F. Excess or Umbrella Liability
1. The GC/CM shall provide Excess or Umbrella Liability insurance with limits of not less than \$5,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the GC/CM's Commercial General and Auto Liability insurance
 2. All entities listed under section 2.03 shall be named as additional insureds on the GC/CM's Excess or Umbrella Liability insurance policy.
 3. This requirement may be satisfied instead through the GC/CM's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.
- G. Marine Pollution
1. The GC/CM shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.
 2. Such policy must provide the minimum limits, or statutory limits of liability as applicable, whichever is higher: \$1,000,000 per Occurrence.
- H. Builder's Risk
1. GC/CM shall purchase and maintain Builder's Risk insurance covering interests of the City, the GC/CM, and Subcontractors of every tier, as Named Insureds, in the Work. The Builder's Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover resulting "soft costs" including but not limited to design costs, licensing fees, Architect's and Engineer's fees, and costs due to delay in completion.
 2. Builder's Risk insurance shall be written in the amount of the completed value of the project, with no coinsurance provisions. Such policy must provide coverage in the amount of the completed value of the project and deductibles that comply with the following:

Deductibles not to exceed:
Flood: 2% of the Value at Time of Loss, subject to a \$250,000 Minimum
Earthquake: 5% of the Value at Time of Loss, subject to a \$250,000 Minimum
Earth Movement: 5% of the Value at Time of Loss, subject to a \$250,000 Minimum
All Other Perils: \$50,000
Soft Costs: \$50,000, with no more than 7-day waiting period
 3. The Builders Risk insurance covering the work shall have maximum deductibles as listed above for each occurrence. The deductible(s) shall be the responsibility of the GC/CM.
 4. The GC/CM shall provide the City with a full and certified copy of the insurance policy when the GC/CM delivers the signed Contract for the work. Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the

insurance documentation provided shall not be construed as a waiver of GC/CM's obligation to maintain such insurance.

5. The Builders Risk insurance shall be maintained until final acceptance of the Work by the City.
 6. The GC/CM and the City waive all rights against each other and any of their Subcontractors of every tier, agents, and employees, officers, and officials, for damages caused by fire or other perils to the extent covered by Builder's Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement.
 7. Any insured loss under the builder's risk and other policies of property insurance required by section 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
 8. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by section 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
 9. If no other special agreement is reached, GC/CM shall repair or replace the damaged Work, using allocated insurance proceeds.
- I. Pollution Liability
1. The GC/CM shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:
 - a. GC/CM's operations related to this project.
 - b. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
 - c. Transportation of hazardous materials away from any site related to this project.
 2. All entities listed under section 2.03 shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.
 3. Such Pollution Liability policy shall provide the following minimum limits: \$5,000,000 each loss and annual aggregate.

PART 3 – TIME AND SCHEDULE

3.01 Progress and Completion

- A. GC/CM shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a sixty (60) days thereafter.

3.02 Construction Schedule

- A. The GC/CM will develop the construction schedule in conjunction with the MACC and Total Contract Cost. This construction schedule will become the Baseline Progress Schedule for the project and used as the basis for schedule updates and revisions after Notice to Proceed with construction.
- B. The Construction Schedule shall show the sequence in which GC/CM proposes to perform the Work, and the dates on which GC/CM plans to start and finish major portions of the Work, including dates for shop drawings and other key submittals, their review and approval, and re-review if necessary, fabrication periods, and for acquiring materials and equipment.
- C. The Progress Schedule shall be in the form of a critical path method schedule (CPM), as specified by City.
- D. Review and acceptance of the Construction Schedule by the City does not constitute an approval or acceptance of GC/CM's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Review and acceptance of the Progress Schedule by the City does not constitute a waiver of any of the GC/CM's responsibilities as defined in the Contract Documents that are not included in the schedule. The GC/CM shall revise and resubmit its schedule, as necessary, to include missing activities and/or revisions to the GC/CM's means, methods, or sequencing. Acceptance of the Construction Schedule by the City is a prerequisite for the first construction Progress Payment under the MACC.
- E. The GC/CM shall submit an updated Construction Schedule with its Progress Payment Application. Recognizing the Construction Schedule will be used to evaluate the Progress Payment Application, the City may require additional time to review the Progress Payment Application and/or withhold a portion of progress payments until an updated Construction Schedule has been submitted which meets the requirements of this section.
- F. On a monthly basis, or as otherwise directed by the City, GC/CM shall submit a Construction Schedule to the City indicating actual progress. If, in the opinion of the City, GC/CM's activities on as observed on the Project are not consistent with the Construction Schedule, GC/CM shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by the City, GC/CM shall submit a corrective action plan and revise the Progress Schedule to reconcile with the actual progress of the Work.
- G. GC/CM shall promptly notify the City in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. GC/CM shall indicate the expected duration of the delay, the anticipated effect of the delay on the Construction Schedule, and the action being or to be taken to correct the problem.

Provision of such notice does not relieve GC/CM of its obligation to complete the Work within the Contract Time.

3.03 City's Right to Suspend the Work for Convenience

- A. The City may, at its sole discretion, order GC/CM, in writing, to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, GC/CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, City shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate Work covered by the notice as provided in the termination provisions of Part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, GC/CM shall resume Work.
- D. GC/CM shall be entitled to an equitable adjustment in the Contract Time, or MACC, or both, for increases in the time or cost of performance directly attributable to such suspension, provided GC/CM complies with all requirements set forth in section 7.03.

3.04 City's Right to Stop the Work for Cause

- A. If GC/CM fails or refuses to perform its obligations in accordance with the Contract Documents, the City may order GC/CM, in writing, to stop Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. While the GC/CM is fully responsible for safety of the public and its crews on the project, the City can order the GC/CM to stop working for any observed safety violation. The GC/CM will remedy the safety violation before work can resume.
- C. Failure by the GC/CM to take corrective action can result in termination of the Contract in accordance with Part 9.

3.05 Delay

- A. Any delay in or failure of performance by the City or GC/CM, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God;
 - 2. Acts of by a public enemy;
 - 3. Acts of omissions of any government entity;
 - 4. Fire or other casualty for which GC/CM is not responsible;
 - 5. Quarantine, epidemic or pandemic;

6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to City was available.
- B. GC/CM shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. GC/CM shall not be entitled to an adjustment in the MACC or TCC resulting from an act of Force Majeure.
 - C. GC/CM shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in TCC, if the cost or time of GC/CM's performance is changed due to the fault or negligence of City, provided the GC/CM makes a request according to sections 7.03.
 - D. GC/CM shall not be entitled to an adjustment in Contract Time or in the MACC or TCC for any delay or failure of performance to the extent such delay or failure was caused by GC/CM or anyone for whose acts GC/CM is responsible.
 - E. To the extent any delay or failure of performance was concurrently caused by the City and GC/CM, GC/CM shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in the MACC or TCC.
 - F. GC/CM shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 Notice to City of Labor Disputes

- A. If GC/CM has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, GC/CM shall immediately give notice, including all relevant information, to the City.
- B. GC/CM agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or GC/CM, as the case may be, of all relevant information concerning the dispute.
- C. GC/CM may be entitled to an adjustment in only the Contract Time for any delay resulting from an area wide labor dispute. GC/CM will not be entitled to an adjustment to the Contract Time for any delay resulting from a Project specific labor dispute.

3.07 Damages for Failure to Achieve Timely Completion

- A. Liquidated Damages
 1. Timely performance and completion of the Work is essential to the City and time limits stated in the Contract Documents are of the essence. City will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it

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

2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the GC/CM and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the City and may be retained by the City and deducted from periodic payments to the Contractor.
3. If the GC/CM does not complete the Work within the Contract Time, City may assess liquidated damages, however, it may not necessarily collect or deduct liquidated damages from a progress payment. City does not waive its right to collect or deduct liquidated damages from future progress payments.
4. Assessment of liquidated damages shall not release GC/CM from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

1. Actual damages will be assessed for failure to achieve Final Completion within the time provided after Substantial Completion. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. The City may offset these costs against any payment due GC/CM. Failure to deduct these costs from payment due GC/CM, does not waive City's rights to offset future payments due GC/CM.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 Discrepancies and Contract Document Review

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. GC/CM shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. GC/CM shall carefully study and compare the Contract Documents with each other and with information furnished by the City. If, during the performance of the Work, GC/CM finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the City in writing.

- D. GC/CM shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by the City. If GC/CM performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, GC/CM shall be responsible for the performance and shall bear the cost for its correction.
- E. GC/CM shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the City through a Request for Information (RFI).

4.02 Project Record

- A. GC/CM shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record".
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to the City and Architect reviews at all times.
- C. The City will confirm the Project Record set is updated before approval of Progress Payments. If the City fails to confirm the Project Record set is updated in any given period, this failure is not a waiver from future actions.
- D. GC/CM shall submit the completed and finalized Project Record to the City prior to Final Acceptance.

4.03 Shop Drawing Submittals

- A. Shop Drawing Submittals are not Contract Documents.
- B. The GC/CM will provide the City with a Submittal Schedule showing all submittals required to be submitted for review by the City and Architect within 14 days after receipt of Notice to Proceed. Unless stated elsewhere in the Contract Documents, GC/CM's submittal schedule and Construction Schedule shall allow for at least 14 days for City and Architect review of submittals. For larger submittals, the City and Architect will notify the GC/CM that review times will take more than 14 days and the GC/CM will grant a reasonable extended time for review of those submittals. The GC/CM will provide an updated Submittal Schedule monthly until the GC/CM has submitted at least 75% of the submittals required for the project.
- C. The GC/CM submittals shall include the name of the manufacturer or fabricator, the model number, and other information concerning the performance, capacity, nature, and rating of the item(s).
- D. GC/CM shall submit all samples at its own expense when directed by the City.

- E. GC/CM shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review.
1. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the State of Washington. GC/CM shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or separate contractors.
 2. Shop Drawings submitted to the City and Architect without evidence of GC/CM's review and approval shall be returned for resubmission.
 3. GC/CM shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the City and/or Architect has taken appropriate action. Work by GC/CM shall be in accordance with reviewed Shop Drawings.
 4. Submittals made by GC/CM which are not required by the Contract Documents may be returned without action.
- F. The City and Architect will review or take other appropriate action on the Shop Drawings. Review of Shop Drawings, by City or Architect shall not relieve GC/CM of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by City or Architect shall not constitute an approval of the safety precautions employed by GC/CM during construction or constitute an approval of GC/CM's means or methods of construction. If GC/CM fails to submit Shop Drawings or other submittal data and receive appropriate action or comment before installation, and the item or work is subsequently rejected, GC/CM shall be responsible for all costs of correction.
- G. If Shop Drawings show variations from the requirements of the Contract Documents, GC/CM shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations.
1. If the City and/or Architect agrees to any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the MACC or Contract Time; a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
 2. The City may choose to charge the GC/CM for the cost to review variations from the requirements of the Contract Documents. Those costs may be used as offsets from a Progress Payment Application.

4.04 Organization of Specifications

- A. Specifications are prepared in sections which conform generally with trade practices. These sections are for the City, Architect and GC/CM convenience and shall not control GC/CM in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 Ownership and Use of Drawings, Specifications, and Other Documents

- A. The Drawings, Specifications, and other documents prepared by Architect are instruments of Architect's service through which the Work to be executed by GC/CM is described. Neither GC/CM nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by Architect, and Architect shall be deemed the author of them and will, along with any rights of the City, retain all common law, statutory, and other reserved rights, in addition to the copyright.
- B. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to GC/CM, are for use solely with respect to this Project. They are not to be used by GC/CM or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the City and Architect. GC/CM and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by Architect appropriate to and for use in the execution of their Work.
- C. GC/CM and all Subcontractors grant a non-exclusive license to the City, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by GC/CM or any Subcontractor. In providing Shop Drawings, GC/CM and all Subcontractors warrant that they have authority to grant to the City a license to use the Shop Drawings hereunder, or to secure for the City, at GC/CM's own cost, licenses in conformity with this section.

PART 5 – PERFORMANCE

5.01 Contractor Control and Supervision

- A. GC/CM shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. GC/CM shall be solely responsible for and have control over construction means, methods, techniques, safety, quality, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. GC/CM shall disclose its means and methods of construction when requested by the City.
- B. Performance of the Work shall be directly supervised by a competent Superintendent who is satisfactory to the City and has authority to act for GC/CM.
 - 1. The Superintendent or approved representative from the GC/CM will be on site at all times when any construction activity is underway.
 - 2. After the City approves the Superintendent by the City, unless employment of the Superintendent is terminated, the Superintendent shall not be changed without the prior written consent of the City.
 - 3. The Superintendent will have full authority to represent and act for the Contractor.
- C. The GC/CM shall submit an Emergency Contact List to the City no later than 5 calendar days after the date the Contract is executed. The list shall include, at a minimum, the Contractor's Project

Manager, or equivalent, the Contractor's Project Superintendent, the GC/CM's Safety Representative, and other key personnel. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the GC/CM and include one or more alternates. The emergency contact shall be available upon the City's request at other than normal working hours. The Emergency Contact List shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

- D. GC/CM shall be responsible to the City for acts and omissions of GC/CM, Subcontractors, and their employees and agents.
- E. GC/CM shall enforce strict discipline and good order among GC/CM's employees and other persons performing the Work. GC/CM shall not permit employment of persons not skilled in tasks assigned to them. GC/CM's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. The City may, by written notice, request GC/CM to remove from the Work or Project site any employee the City reasonably deems incompetent, careless, disruptive, or otherwise objectionable.
- F. GC/CM shall keep on the Project site a copy of the Project Records, Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- G. Work Hours:
 - 1. Except in the case of emergency or unless otherwise approved by the City, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the GC/CM desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.
 - 2. All working hours and days are also subject to local permit and ordinance conditions.
 - 3. If the GC/CM wishes to deviate from the established working hours, the GC/CM shall submit a written request to the City for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review at least 5 days prior to the day(s) the GC/CM is requesting to change the hours.
 - 4. If the City approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing.
 - a. The GC/CM will reimburse the City for the costs in excess of straight-time costs for City representatives who worked during such times. The City may require designated representatives to be present during the work. Representatives who may be deemed necessary by the City include but are not limited to: survey crews; inspectors; and other City employees or consultants when, in the opinion of the City, such work necessitates their presence.
 - b. Construction activities will be performed during normal work hours which are Monday through Friday 7:00 am to 6:00 pm except on City of Redmond holidays. Any construction activity between the hours of 6:00 p.m. to 7:00 a.m. is subject to approval of the City.

- c. City of Redmond holidays include January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, Veteran's Day November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
- d. The GC/CM will comply with City noise ordinances during construction of the Project.

5.02 Permits, Fees, and Notices

- A. Unless otherwise provided in the Contract Documents, GC/CM shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to the City.
 - a The City of Redmond will be responsible for the Building Permit and the utility connection fees.
- B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in MACC, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. GC/CM shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 Patents and Royalties

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

5.04 Prevailing Wages

- A. GC/CM shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the GC/CM's responsibility to verify the applicable prevailing wage rate.
- B. Before commencing the Work, GC/CM shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by GC/CM and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

- D. Each Application for Payment submitted by GC/CM shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- E. In compliance with Chapter 296-127 WAC, GC/CM shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

5.05 Hours of Labor

- A. GC/CM shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference.
- B. Notwithstanding the preceding section, RCW 49.28 permits a GC/CM or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 Nondiscrimination

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which GC/CM must meet.
- B. During performance of the Work:
 - 1. GC/CM shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or honorably discharged or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
 - 2. GC/CM shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
 - 3. GC/CM shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

4. GC/CM shall permit access to its books, records, and accounts, and to its premises by the City, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. GC/CM shall include the provisions of this section in every Subcontract.

5.07 Safety Precautions

- A. GC/CM shall be fully and solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The GC/CM will provide all necessary personal protective equipment (PPE), ventilation, social distancing provisions, sanitation, hand-washing stations, etc. per DOH and CDC guidelines for COVID-19.
- B. In carrying out its responsibilities according to the Contract Documents, GC/CM shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. GC/CM shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify City of adjacent property and utilities when prosecution of the Work may affect them.
- C. GC/CM shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in traumatic injury, occupational disease, death, or damage to property, materials, supplies, or equipment. GC/CM shall immediately report any such incident to City. City shall, at all times, have a right of access to all records of exposure.
- D. GC/CM shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. Information: At a minimum, GC/CM shall inform persons working on the Project site of:
 - a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
 2. Training: At a minimum, GC/CM shall provide safety training for persons working on the Project site which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;

- c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
 - e. The measures such persons can take to protect themselves from hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to COVID-19.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. GC/CM shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance hereinafter collectively referred to as "hazardous substances," in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 - 2. GC/CM shall promptly notify the City of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. GC/CM shall promptly notify the City of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. GC/CM shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, GC/CM is permitted to act, at its discretion, to prevent such threatened loss or injury, and GC/CM shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon the City, the Architect, or any other consultants with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of GC/CM or any of its Subcontractors, or the public.

5.08 Operations, Material Handling, and Storage Areas

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

5.09 Prior Notice of Excavation

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

5.10 Unforeseen Physical Conditions

- A. If GC/CM encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then GC/CM shall give written notice to the City promptly and in no event later than the first working day after the first observance of the conditions. GC/CM shall not further disturb such condition or perform any Work in connection therewith, except with respect to an emergency, until receipt of written authorization from the City permitting GC/CM to do so.
- B. If such conditions differ materially from those conditions described in the Contract Documents and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the GC/CM may be entitled to an equitable adjustment in the Contract Time or MACC, or both, provided it makes a request therefore as provided in part 7.

5.11 Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements

- A. GC/CM shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. GC/CM shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If GC/CM fails or refuses to repair the damage promptly, the City may have the necessary work performed and charge the cost to Contractor.
- B. GC/CM shall ensure that all building materials used during the work are dry prior to incorporation into the Work. If GC/CM encounters water intrusion from any source it shall take immediate steps to ensure that any effected material is dry according to generally accepted industry standards. If the water intrusion results in mold, the GC/CM shall immediately remove the mold and treat adjoining surfaces.
- C. GC/CM shall only remove trees when specifically authorized to do so and shall protect vegetation that will remain in place. The GC/CM shall comply with the City Code 21.72 for removing trees not authorized by the Contract Documents.

5.12 Layout of Work

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

5.13 Material and Equipment

- A. All equipment, material, and articles incorporated into the Work shall be new and the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. GC/CM may, at its option, use any equipment, material, article, or process that, in the judgment of Architect or City, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. The Architect and City will make the final determination if equipment, material, or articles are equal.
- B. GC/CM shall ensure that all equipment, materials and articles; incorporated into the Work shall be asbestos free.
- C. GC/CM shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. GC/CM shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other GC/CM unless approved in advance by the City.
- D. Should any of the Work be found defective or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by the City. The City reserves the right to reduce payment requests if any of the Work is found defective or in any way not in accordance with the Contract Documents up until the final payment is rendered to the Contractor.

5.14 Availability and Use of Utility Services

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

5.15 Tests and Inspection

- A. GC/CM and City shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. GC/CM shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor.

1. Unless otherwise provided, GC/CM shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority, and shall bear related costs of tests, inspections, and approvals.
 2. GC/CM shall give City timely notice of when and where tests and inspections are to be made.
 3. GC/CM shall require independent testing laboratory to provide and submit to City all test and inspection reports as the reports are prepared and sent to the Contractor. In addition, GC/CM shall maintain complete inspection records and make them available to City.
 4. The City will directly pay for civil, structural, moisture, and thermal protection tests.
- B. The City may, at any reasonable time, conduct such inspections and tests as it deems necessary to confirm that the Work is in accordance with the Contract Documents. The City shall promptly notify GC/CM if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by the City, such City inspection and tests are for the sole benefit of The City and do not:
1. Constitute or imply acceptance;
 2. Relieve GC/CM of responsibility for providing adequate quality control measures for self-performed Work or Work installed by subcontractors or suppliers;
 3. Relieve GC/CM of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve GC/CM of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair the City's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by the City, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve GC/CM from any requirement of the Contract Documents, nor is any such inspector authorized to change any term of condition of the Contract Documents.
- D. GC/CM shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by the City. The City may charge GC/CM any additional cost of inspection or testing when Work is not ready at the time specified by GC/CM for inspection or testing, or when prior rejection makes reinspection or retest necessary. The City shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 Correction of Nonconforming Work

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, the Work must, if required in writing by the City, be uncovered for the City's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, the City desires to examine the Work, or any portion of it, which has been covered, the City may request to see such Work and it shall be uncovered by Contractor. If such Work is not in accordance with the Contract Documents, the GC/CM shall pay the costs of examination and reconstruction.
- C. GC/CM shall promptly correct Work found by City not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. GC/CM shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. If, within one year after the date of Final Acceptance of the Work or designated portion thereof, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, GC/CM shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Final Acceptance, by the period of time between Final Acceptance and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this section shall survive Final Acceptance.
- E. GC/CM shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by GC/CM nor accepted by City.
- F. If GC/CM fails to correct nonconforming Work within a reasonable time after written notice to do so, City may replace, correct, or remove the nonconforming Work and withhold from future payments and/or charge the cost thereof to the Contractor.
- G. GC/CM shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which GC/CM might have according to the Contract Documents. Establishment of the time period of one year as described in section 5.16 relates only to the specific obligation of GC/CM to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, City may do so instead of requiring its removal and correction, in which case the MACC and TCC may be reduced as appropriate and equitable.

5.17 Clean Up

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

5.18 Access to Work

- A. GC/CM shall provide City, its consultants and Architect access to the Work in progress wherever located. This includes access to fabrication and storage facilities located away from the Project site.

5.19 Other Contracts

- A. City may undertake or award other contracts for additional work at or near the Project site. If the City undertakes or awards other contracts for additional work at or near the Project site, it will notify the GC/CM in writing. GC/CM shall reasonably cooperate with the other contractors and with City's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 Subcontractors and Suppliers

- A. Before submitting the first Application for Payment, GC/CM shall furnish in writing to City the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. GC/CM shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. GC/CM shall not utilize any Subcontractor or supplier to whom the City has a reasonable objection and shall obtain City's written consent before making any substitutions or additions.
- B. All Subcontracts and supply agreements must be in writing.
 - 1. By appropriate written agreement, GC/CM shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to GC/CM by terms of the Contract Documents, and to assume toward GC/CM all the obligations and responsibilities which GC/CM assumes toward City in accordance with the Contract Documents. GC/CM shall make the Contract Documents available to its Subcontractors for review for this purpose.
 - 2. Each Subcontract shall preserve and protect the rights of City in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights.
 - 3. Where appropriate, GC/CM shall require each Subcontractor to enter into similar agreements with Sub-subcontractors and Suppliers.
 - 4. Nothing in this section shall be construed to alter the contractual relations between GC/CM and its Subcontractors and Suppliers with respect to insurance or bonds.

- C. GC/CM shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve GC/CM from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- D. The GC/CM shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the GC/CM shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the GC/CM shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 - 5. Not have violated more than one time the offsite, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
 - 6. Not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards or apprenticeship under RCW 49.04 for the one-year period immediately preceding the first date of advertising for this Project.

5.21 Warranty of Construction

- A. In addition to any special warranties provided elsewhere in the Contract Documents, GC/CM warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, GC/CM 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 City;
 3. Enforce all warranties for the benefit of City, if directed by City; and
 4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

5.22 Indemnification

- A. GC/CM shall defend, indemnify, and hold harmless City, its consultants, and Architect from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. The sole negligence of GC/CM or any of its Subcontractors;
 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of GC/CM or such Subcontractor; and
 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. In any action against City and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for GC/CM or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, GC/CM SPECIFICALLY AND EXPRESSLY WAIVES ITS IMMUNITY UNDER RCW TITLE 51 AS TO CITY, ITS CONSULTANTS, AND ARCHITECT ONLY, IN ACCORDANCE WITH RCW TITLE 51. The City and GC/CM acknowledge this provision was mutually negotiated by the parties.

PART 6 – PAYMENTS AND COMPLETION

6.01 Total Contract Cost

- A. City shall pay GC/CM a sum not greater than the Total Contract Cost (TCC) for performance of the Work, in accordance with the Contract Documents. The TCC shall include all taxes imposed by law and properly chargeable to the Project.

6.02 Schedule of Values

- A. Before submitting its first Application for Payment, GC/CM shall submit to City for approval a breakdown allocating the TCC to each principle category of work, in such detail as requested by City ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for providing submittals, providing a CPM schedule and updates, mobilization, materials on hand, demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by City as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 Application for Payment

- A. At monthly intervals, unless determined otherwise by City, GC/CM shall submit to City an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as City may require.
- B. By submitting an Application for Payment, GC/CM is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011 as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, GC/CM is recertifying that the representations set forth in section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, GC/CM shall analyze and reconcile, to the satisfaction of City, the actual progress of the Work with the Progress Schedule which will accompany the Application for Payment. Failing to provide the updated Progress Schedule along with the Application for Payment will delay processing the Application for Payment.
- D. If authorized by City, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided GC/CM complies with or furnishes satisfactory evidence of the following:
 - 1. The material is included as a line item in the Schedule of Values;
 - 2. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
 - 3. The warehouse is located within the Central Puget Sound area. Other locations may be utilized, if approved in writing, by City;
 - 4. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
 - 5. GC/CM furnishes City a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 - 6. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 - 7. City shall at all times have the right of access the stored materials in company of Contractor;
 - 8. GC/CM and its surety assume total responsibility for the stored materials; and
 - 9. GC/CM furnishes to City certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to City when materials are moved from storage to the Project site.
 - 10. For material stored off-site not in a warehouse, GC/CM may request payment, provided that the remaining requirements of this section and any additional requirements of City are met.

11. If the Project is delayed due to restricted access by the GC/CM to the warehouse or other facility, the GC/CM shall not be entitled to an adjustment in Contract Time or in the MACC or TCC in accordance with 3.05.D of these General Conditions.

6.04 Progress Payments

- A. City shall make progress payments, in such amounts as City determines are properly due, within 30 days after the City receives a properly completed Application for Payment from GC/CM.
 1. The payment period will end each month on the 20th day of the month.
 2. The GC/CM will submit a draft Payment Application to the City on the first business day after the 20th day of the month for review.
 3. City shall notify GC/CM if the Application for Payment does not comply with the requirements of the Contract Documents.
 4. The City and GC/CM will meet on the first business day after the 25th day of the month to review and resolve issues with the Payment Application.
 5. After review and acceptance, the GC/CM shall submit the monthly Payment Application for approval and payment to the City on the first day of the following month.
 6. If the GC/CM and City cannot agree on any part of the Payment Application, the City will process the parts of the Payment Application both Parties agree with, and will continue to work towards resolution the issue. If they cannot come to resolution, the GC/CM shall follow the procedures outlined in Part 8 of the General Conditions.
- B. Retainage:
 1. City shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at City's request, consent of surety to release of the retainage. In accordance with RCW 60.28, GC/CM may request that monies reserved be retained in a fund by City, deposited by City in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor.
 2. GC/CM can request and the City may permit GC/CM to provide an appropriate bond in lieu of the retained funds.
- C. Title to all Work and materials covered by a progress payment shall pass to City at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve GC/CM from any of its duties and responsibilities for the Work or materials. Or waive any rights of City to insist on full compliance by GC/CM with Contract Documents.
- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 Payments Withheld

- A. City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect City from loss or damage for reasons including but not limited to:
 - 1. Work not in accordance with the Contract Documents discovered at any time before final payment;
 - 2. Overpayment for work not performed or completed;
 - 3. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 - 4. Work by City to correct defective Work or complete the Work in accordance with section 5.16;
 - 5. Failure to perform in accordance with the Contract Documents; or
 - 6. Cost or liability that may occur to City as the result of Contractor's fault or negligent acts or omissions.
- B. City will notify GC/CM in writing when it determines part or all of a payment is going to be withheld and the reasons for withholding the part or all of a payment.
- C. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, City shall notify GC/CM in accordance with RCW 39.76.

6.06 Retainage and Bond Claim Rights

- A. RCW Chapters 39.08 and 60.28, concerning the rights and responsibilities of GC/CM and City with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 Substantial Completion

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

have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routs.

- D. When GC/CM considers the entire Work ready for its intended use, GC/CM shall notify the City in writing that the entire Work is substantially complete and request that the City issue a Certificate of Substantial Completion. GC/CM shall at the same time submit to the City an initial draft of punch list items to be completed or corrected before final payment.
1. Within 7 days after receipt of Contractor's notification, City, GC/CM, and Architect shall inspect the Work to determine the status of completion.
 2. If the City or Architect do not consider the Work substantially complete, the City will notify GC/CM within 14 days after the inspection identified in section D.1 above in writing giving the reasons therefor.
 3. If the City and Architect considers the Work substantially complete, the City will issue a Certificate of Substantial Completion which will fix the date of Substantial Completion. The City shall attach to the Certificate a punch list of items to be completed or corrected before final payment.
- E. At the time of receipt of the Contractor's notification of Substantial Completion, City and GC/CM will confer regarding City's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by City. Unless City and GC/CM agree otherwise in writing, City shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon City's use or occupancy of the Work.
- F. After Substantial Completion the GC/CM shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases GC/CM may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- G. City shall have the right to exclude GC/CM from the Site after the date of Substantial Completion subject to allowing GC/CM reasonable access to remove its property and complete or correct items on the punch list.

6.08 Prior Occupancy

- A. City may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not:
1. be deemed an acceptance of any portion of the Work;
 2. accelerated the time for any payment to GC/CM;
 3. prejudice any rights of City provided by any insurance, bond, guaranty, or the Contract Documents;

4. relieve GC/CM of the risk of loss or any of the obligations established by the Contract Documents;
 5. establish a date for termination or partial termination of the assessment of liquidated damages; or
 6. constitute a waiver of claims.
- B. Notwithstanding anything in the preceding section, City shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Unless stated in the Contract Documents, Contractor's one year duty to repair any system warranties on building systems shall begin when the City accepts the project.

6.09 Final Completion, Acceptance, and Payment

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents including completion of all items listed on the punch list. The date Final Completion is achieved shall be established by City in writing.
- B. Final Acceptance shall be achieved when the GC/CM has completed the requirements of the Contract Documents and the City Council has accepted the Project as complete. The date Final Acceptance is achieved shall be established by City in writing. Prior to Final Acceptance, GC/CM shall, in addition to all other requirements in the Contract Documents, submit to City a written notice of any outstanding disputes or claims between GC/CM and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release GC/CM or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the Work in accordance with the Contract Documents. Final Acceptance of the Work shall be by action of the City Council.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Total Contract Cost or the Contract Time, and for every act or omission of City relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8 of this Contract.

PART 7 – CHANGE TO THE WORK, MACC, TCC, AND/OR CONTRACT TIME

7.01 Change in the Work

- A. City may at any time without invalidating the Contract or providing notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work.
- B. The MACC, TCC, and Contract Time shall only be changed by a Change Order.
- C. If and after the City and GC/CM enter into a GC/CM Contract that includes the MACC for only a portion of the Work due to early subcontract bidding of a portion of the Work, any adjustments to the MACC and TCC and work based on additional subcontract bidding or negotiations shall be formalized in a Change Order to the GC/CM Contract.

- D. If any direction to the GC/CM by an authorized representative of the City causes an increase or decrease in the MACC and TCC or the Contract Time, the GC/CM can submit a Request for Equitable Adjustment as provided for in section 7.03 or 7.04, respectively, and such adjustment(s) may be incorporated into the Contract through a Change Order. In accordance with RCW 39.10.350 (4), the City will issue Change Orders within 30 days after the City and GC/CM agree on the change.
- E. If the City orders a change in the Work, cost or time, City will transmit to the GC/CM a written Change Proposal Request. The GC/CM shall submit a proposal to the City in response within seven (7) days of the request from City. The GC/CM may request additional time to prepare its proposal and the City may grant additional time, so long as the additional time is reasonable. All requests for additional time must be in writing. Contractor's change proposal shall include full compensation for implementing the proposed change in the Work, including changes to the MACC and/or Contract Time.
- F. Upon receipt of the change proposal, or a request for equitable adjustment in the MACC or Contract Time, or both, as provided in sections 7.03 and 7.04, City may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the change, City may direct GC/CM to proceed immediately with Change Order Work.
- G. If the GC/CM proceeds with any change in the Work without City's approval or direction, it will do so at the Contractor's own risk.
- H. If City and GC/CM reach agreement on the terms of any change in the Work, including any adjustment in the MACC, TCC, and/or Contract Time, such agreement shall be incorporated into the Work by a Change Order. The Change Order shall constitute full compensation for the added cost and time.
- I. If City and GC/CM are unable to reach agreement on the terms of any change in the Work, including any adjustment in the MACC and TCC or Contract Time, the City can send an offer designated as a "final offer" and direct the GC/CM to proceed with the change with a Unilateral Change Order that will compensate the GC/CM for its costs and time. If GC/CM disagrees with the final offer and Unilateral Change Order amount or time, Contractor's only remedy shall be to file a Claim as provided in part 8.
- J. Field Order
 - 1. The City may direct the GC/CM to proceed with a change in the work through a written Field Order when the change is considered minor and the time required to price and execute a Change Order would impact the Project.
 - 2. The Field Order shall describe and include the following:
 - 1. The scope of work that can include sketches, drawings and/or specifications,
 - 2. A maximum not-to-exceed amount if applicable,
 - 3. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
 - 4. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

3. If it appears the maximum not-to-exceed amount is not sufficient to compensate the GC/CM for the Work, the City may amend the field order to change the Work and/or increase the maximum not-to-exceed amount.
4. Upon satisfactory submittal by the GC/CM and approval by the City of supporting cost data, a Change Order will be executed for the Work included in the Field Order. The City will not make payment to the GC/CM for Field Order work until that work has been incorporated into the Contract through an executed Change Order.

7.02 Pricing Change Order Work

- A. The value of any work covered by a Change Order or Equitable Adjustment shall be determined by one of the following methods:
 1. On the basis of a fixed price as determined in section 7.02C.
 2. By application of unit prices to the quantities of the items involved as determined in section 7.02D.
 3. On the basis of time and material as determined in section 7.02E.
- B. When City requests GC/CM submit a change order proposal, City may direct GC/CM as to which method in section 7.02A above to use when submitting its proposal. Otherwise, GC/CM shall determine the value of the Work, or of a Request for Equitable Adjustment, on the basis of the fixed price method.
- C. Change Order Pricing – Fixed Price
 1. When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an Equitable Adjustment in the MACC, the procedures outlined in this section shall apply.
 2. Contractor's proposal shall be accompanied by a complete itemization of the costs, including labor, material, equipment, subcontractor costs, etc. The costs shall be itemized in the manner set forth herein and shall be submitted in a form approved by City.
 3. All costs shall be calculated based upon appropriate industry standard methods of calculating labor hours and cost, material quantities and cost, and equipment costs.
 4. If any of Contractor's pricing assumptions are contingent upon anticipated actions of City, GC/CM shall clearly state them in the proposal.
 5. The cost of any additive or deductive changes in the Work shall be calculated as set forth in this section 7.02. Where a change in the Work involves additive and deductive work by the same GC/CM or Subcontractor, markups will apply to the net difference.
 6. Any proposal based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by

the hourly labor costs. Craft hours should cover direct labor. The hourly costs shall be based on the following:

- (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "Statement of Intent to Pay Prevailing Wages" or a higher amount if supported by accounting records and approved by the City.
 - (2) Worker's insurance: Direct contributions to the State of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
- b. Material and Equipment incorporated into the Work costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, including, but not limited to, Contractors' supplier(s)' actual cost(s) available from the standard industry pricing guide "Trade Service", second from supplier quotations and/or invoices. If these are not available the City will consider other standard industry pricing guides. Material costs shall include all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
- c. Construction Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc. that are already in use or planned for use on the Project will not be compensated in change order work except for the time that, in the opinion of the City, such items are directly and necessarily used for the performance of the change work. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; current edition, as of the Contract execution date.
- (1) The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition, as of the Contract execution date.
- d. Subcontractor costs: This is defined as payments GC/CM makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

- e. Change Order Markups:
 - (1) In addition to the Percent Fee, GC/CM self-performing Work shall be entitled to a 10% markup on labor and 5% markup on materials and equipment. Otherwise, the GC/CM shall be entitled to only the Percent Fee for subcontract work.
 - (2) Subcontractors self-performing the Work shall be entitled to a 15% markup on labor, 10% markup on materials, equipment and 5% on lower tier subcontractors performing the work. Subsidiary companies will not be allotted subcontractor markup.
 - (3) Overhead costs shall include, but not limited to, home office and field office costs for all noncraft labor, temporary construction facilities, small tools, safety, field engineering, schedule updating, as-built drawings, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work.

D. Change Order Pricing – Unit Prices

- 1. Whenever City authorizes GC/CM to perform Work on a unit-price basis, City's authorization shall clearly state:
 - a. Scope of work to be performed;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Cost limit of reimbursement.
- 2. GC/CM shall submit costs in accordance with this section and satisfy the following requirements:
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead; and
 - b. Quantities must be supported by field measurement statements signed by City.
 - c. The Percent Fee will be applied to the Unit Prices.

E. Change Order Pricing – Time-and-Material Prices

- 1. Whenever City authorizes GC/CM to perform Work on a time-and-material basis, City's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Cost limit of reimbursement.
- 2. GC/CM shall:
 - a. Cooperate with City and assist in monitoring the Work being performed. As requested by City, identify workers assigned to the Change Order Work and areas in which they are working;

- b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of time sheets daily for City's review.
 - c. Leave access as appropriate for quantity measurement;
 - d. Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed any cost limit(s) without City's prior written approval.
3. GC/CM shall submit costs in accordance with section 7.02C and additional verification supported by:
- a. Labor detailed on daily time sheets
 - b. Invoices for material
 - c. Invoices for equipment
 - d. The GCCM Percent Fee will be applied to total of the Time and Materials

7.03 Request for Equitable Adjustment

- A. If the cost of Contractor's performance is changed due to the fault of City, or anyone for whose acts City is responsible, GC/CM shall make a Request for Equitable Adjustment to the TCC and/or Contract Time in accordance with the procedure as defined herein.
- B. No change in the TCC or Contract Time shall be allowed to the extent:
 1. Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts GC/CM is responsible;
 2. the change is concurrently caused by GC/CM and City.
- C. A Request for Equitable Adjustment in the TCC or Contract Time shall be based on written notice delivered to City within 5 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when GC/CM knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If GC/CM believes it is entitled to an adjustment in the MACC, TCC, and/or Contract Time, GC/CM shall immediately notify City and begin to keep and maintain complete, accurate, and specific daily records that include hours and costs resulting from the occurrence. GC/CM shall provide City access to any such records and, if requested shall promptly furnish copies of such records to City.
- D. GC/CM shall not be entitled to any adjustment in the TCC for any occurrence of events or costs that occurred more than 5 days before Contractor's written notice to City. The written notice shall set forth, at a minimum, a description of: the event giving rise to the Request for Equitable Adjustment; the nature of the impacts to GC/CM and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in TCC and/or Contract Time requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an Equitable Adjustment.
- E. Within 14 days of the occurrence of the event giving rise to the request, unless City agrees in writing to allow an additional period of time to ascertain more accurate data, GC/CM shall supplement the written notice with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that GC/CM suffered the damages

claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an Equitable Adjustment to GC/CM for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by City. When the request for an increase in the MACC relates to a delay, or other change in Contract Time, GC/CM shall demonstrate the impact on the critical path, in accordance with section 7.03. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of GC/CM's right to an Equitable Adjustment.

- F. Pending final resolution of any request made in accordance with this section 7.03, unless otherwise agreed in writing, GC/CM shall proceed diligently with performance of the Work.
- G. Any Request for Equitable Adjustment in the TCC and in the Contract Time that arise out of the same event(s) shall be submitted together.

7.04 Change in the Contract Time

- A. The Contract Time shall only be changed by a Change Order. GC/CM shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of City or anyone for whose acts City is responsible, GC/CM shall be entitled to make a Request for Equitable Adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts GC/CM is responsible.
 - 1. All Requests for Equitable Adjustment in the Contract Time shall be accompanied by a time impact analysis demonstrating the impact of the change on the work. The time impact analysis shall be based on the Construction Schedule prior to the occurrence of the event giving rise to the request.
 - 2. A Request for Equitable Adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If GC/CM believes it is entitled to adjustment of Contract Time, GC/CM shall immediately notify City and begin to keep and maintain complete, accurate, and specific daily records. GC/CM shall give City access to any such record and if requested, shall promptly furnish copies of such record to City.
 - 3. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to GC/CM and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an equitable adjustment.
 - 4. Within 30 days of the occurrence of the event giving rise to the request, unless City agrees in writing to allow an additional period of time to ascertain more accurate data, GC/CM shall supplement the written notice provided in accordance with 7.03B.3 with additional

supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that GC/CM suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by City. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of Contractor's right to an equitable adjustment.

5. Pending final resolution of any request in accordance with this section, unless otherwise agreed in writing, GC/CM shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order or based on a Request for Equitable Adjustment in the Contract Time, shall be limited to the change impact to the critical path of Contractor's schedule attributable to the change of Work event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. GC/CM shall be responsible for showing clearly on the Construction Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
 - D. GC/CM may request compensation for the cost of a change in Contract Time in accordance with this section, 7.03D, subject to the following conditions:
 1. The change in Contract Time shall solely be caused by the fault or negligence of City; and
 2. Compensation under this section is limited to funds in excess of any that may have been paid pursuant to a change in the TCC that contributed to this change in Contract Time.

7.05 Time for the City's Response to Contractor Requests

- A. The City shall accept or reject a Request for Equitable Adjustment, Change Order, or Claim no later than 60 calendar days after its receipt of complete, related documentation. For the purpose of this section, "related documentation" includes the supplemental information required by this Contract.
- B. If the City does not respond in writing to a Request for Equitable Adjustment, Change Order, or Claim within 60 calendar days after its receipt of related documentation, the request shall be deemed denied.

PART 8 – CLAIMS AND DISPUTES RESOLUTION

8.01 Claims Procedure

- A. If the parties fail to reach agreement on the terms of any Change Order for City-directed Work as provided in section 7.01, or on the resolution of any request for an equitable adjustment in the TCC as provided in section 7.02 or the Contract Time as provided in section 7.04, Contractor's only remedy shall be to file a Claim with City as provided in this section.

- B. GC/CM shall file its Claim within 14 days from the date of City's final offer made in accordance with section 7.01.I, but in no event after the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which GC/CM may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. The date on which facts arose which gave rise to the Claim;
 - 3. The name of each employee of City and/or their consultants knowledgeable about the Claim;
 - 4. The specific provisions of the Contract Documents which support the Claim;
 - 5. The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons GC/CM believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. If an adjustment in the Total Contract Cost is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and the detail required by, section 7.02; and
 - 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Total Contract Cost or Contract Time for which GC/CM believes City is responsible.
- D. After GC/CM has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, the City shall review the Claim thoroughly, giving full consideration to its merits and shall respond, in writing, to GC/CM as follows:
 - 1. If the Claim amount is less than \$50,000, with a decision within 30 days from the date the Claim is received: or
 - 2. If the Claim amount is \$50,000 or more, with a decision within 60 days from the date the Claim is received, or with notice to GC/CM of the date by which it will render its decision.
 - 3. If the City does not respond to the Claim within the time periods in D.1 and D.2 herein, the Claim is deemed denied.
- E. After review of the Claim the City and GC/CM shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by

mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party. To assist in the review of Contractor's Claim, City may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. GC/CM shall proceed with performance of the Work pending final resolution of any Claim. City's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless GC/CM follows the procedure set forth in section 8.02.

- F. Any Claim of the GC/CM against the City for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the GC/CM unless made in accordance with this section.
- G. Mediation: Prior to any litigation, the City and GC/CM can agree to submit the Claim as a single issue or multiple issues to Mediation as means for alternative dispute resolution.
 - 1. At any time after initiation of a Claim, Owner and GC/CM may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If the City and GC/CM agree to mediation, then after 60 days from such agreement, either City or GC/CM may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. The City and GC/CM shall each pay one-half of the mediator's fees and costs.
- H. If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in section 8.02 Final Resolution of Disputes.
- I. If the City and GC/CM reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Total Contract Cost.

8.02 Final Resolution of Claims

- A. The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal to the City of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Part 8; and
 - 2. Disputes between Owner and GC/CM concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. For any dispute subject to resolution under this article, Owner or GC/CM may give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

8.03 Claims Audits

- A. All Claims filed against City shall be subject to audit at any time following the filing of the Claim including after termination of the Agreement. Failure of Contractor, or Subcontractors of any tier,

to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

- B. In support of City audit of any Claim, GC/CM shall, upon request, promptly make available to City the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between GC/CM and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the City may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals,; and
 24. Work sheets, software, and all other documents used by GC/CM to prepare its bid.
- C. The audit may be performed by employees of City or a representative of City. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to City, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with City's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 Termination by City for Convenience

- A. City may, upon written notice, terminate (without prejudice to any right or remedy of City) the Work, or any part of it, for the convenience of City.
- B. Unless City directs otherwise, after receipt of a written notice of termination for either cause or convenience, GC/CM shall promptly:
 1. Stop performing Work on the date and as specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel all orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Work terminated;
 4. Assign to City all of the right, title, and interest of GC/CM in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by City to preserve and protect the Work, Project site, and any other property related to this Project in the possession of GC/CM in which City has an interest; and
 6. Continue performance only to the extent not terminated.
- C. If City terminates the Work or any portion thereof for convenience, GC/CM shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination not to exceed the Fixed Fee percentage, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. GC/CM shall be required to make its request in accordance with the provisions of part 7.

- D. If City terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by City.

9.02 Termination by City for Cause

- A. City may, upon 7 days written notice to GC/CM and to its surety, terminate (without prejudice to any right or remedy of City) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. GC/CM continues to violate safety protocols established by Federal, State, or Local ordinances or regulations;
 2. GC/CM fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 3. GC/CM is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 4. GC/CM fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 5. GC/CM repeatedly fails to supply skilled workers or proper materials or equipment;
 6. GC/CM repeatedly fails to make prompt payment due to Subcontractors or for labor;
 7. GC/CM materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 8. GC/CM is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, City may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by GC/CM to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to section 5.20; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
 4. At the City's option, each subcontract agreement for a portion of the Work is hereby assigned by GC/CM to City provided that:
 - a. The assignment is effective only after termination by City for cause pursuant to section 9.01 and only for those Subcontracts which City accepts by notifying the Subcontractor in writing;
 - b. After the assignment is effective, City will assume all future duties and obligations toward the Subcontractor which GC/CM assumed in the Subcontract.
 5. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

- C. City's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When City terminates the Work in accordance with this section, GC/CM shall take the actions set forth in section 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for Architect's services and expenses made necessary thereby and any other extra costs or damages incurred by City in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, GC/CM shall pay the difference to City. These obligations for payment shall survive termination.
- F. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents. The City will contact the surety to review those rights.
- G. Termination of the Work in accordance with this section shall not relieve GC/CM or its surety of any responsibilities for Work performed.
- H. If City terminates GC/CM for cause and it is later determined that none of the circumstances set forth in section 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 Governing Law

- A. The Contract Documents and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in King County.

10.02 Successors and Assigns

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

10.03 Meaning of Words

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

to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 Rights and Remedies

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

10.05 Contractor Registration

- A. Pursuant to RCW 39.06, GC/CM shall be registered or licensed as a Contractor required by the laws of the state of Washington, including but not limited to RCW 18.27.

10.06 Time Computations

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

10.07 Records Retention

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

10.08 Third-Party Agreements

- A. The Contract Documents shall not be construed to create a contractual relationship of any kind between: Architect and GC/CM; Consultants and GC/CM; City and any Subcontractor; or any persons other than City and GC/CM.

10.10 Business Opportunity Requirements

- A. General Requirements
 - 1. GC/CM shall comply with the following requirements to provide the maximum practicable opportunity for increased participation by state-certified minority and women-owned and controlled businesses in public works.
 - 2. Prior to conducting sub-contract bidding Contractor shall implement a City approved outreach plan to include small business entities (SBE), disadvantaged business enterprises (DBE), minority business enterprises (MBE), women's business enterprises (WBE), and minority women's business enterprises (MWBE) as subcontractors and suppliers for this project.
 - 3. The City has established a goal of 10% participation by SBE/DBE /MBE/WBE/MWBE firms.

B. GC/CM Efforts

1. GC/CM shall:

- a. Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide SBE, DBE, MBE, WBE, and MWBE capable of performing the Work with timely notice of such opportunities, and all advertisement shall include a provision encouraging participation by these firms. Advertising may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting bids/proposals directly from such firms.
- b. Provide SBE, DBE, MBE, WBE, and MWBE that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
- c. Conduct at least one outreach meeting prior to subcontractor bidding, for the purpose of familiarizing SBE, DBE, MBE, WBE, and MWBE with the GC/CM's subcontract bidding requirements, procedures, the nature of the subcontract bid packages likely to be bid on the Project, and any other information or training opportunities that would provide these firms with knowledge and skills to support preparation of responsive bids as prime subcontractors/suppliers or as sub-tier subcontractors/suppliers to prime contractors/suppliers. Each meeting shall be advertised in a manner so as to provide reasonable notice of the subject matter, date, and time of the meeting.

2. Contractors are further encouraged to:

- a. Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by SBE, DBE, MBE, WBE, and MWBE.
- b. Establish delivery schedules, where the requirements of this contract permit, that encourage participation by SBE, DBE, MBE, WBE, and MWBE.
- c. Reduce bonding requirements where practicable.
- d. Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices and other organizations that provide assistance in recruitment and placement of SBE, DBE, MBE, WBE, and MWBE.

C. Reporting Requirements

1. Prior to Application of First Progress Payment, Contractor shall submit a list of all sbe, dba, MBE, WBE, and MWBE subcontractors/suppliers it intends to use and identify which firms are currently OMWBE-certified MBE, WBE, and MWBE and include their respective certification numbers.
2. On a monthly basis, Contractor shall submit a report in a format acceptable to the City providing a list of the SBE, DBE, MBE, WBE, and MWBE utilized that month, the payments made to each, and identifying which firms are currently OMWBE-certified MBE, WBE, and MWBE and including their respective certification numbers.
3. Prior to Final Acceptance, Contractor shall submit a report of total dollar amounts paid to each SBE, DBE, MBE, WBE, and MWBE.

D. Non-Discrimination

1. Contractors shall not create barriers to open and fair opportunities to all businesses including SBE, DBE, MBE, WBE, and MWBE to participate in City contracts and to obtain or compete for contracts and subcontracts as sources of suppliers, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

10.10 Asbestos

A. Asbestos Products

1. GC/CM shall ensure that no Asbestos products in any form are incorporated into the Work.
2. "Asbestos" includes different forms of chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.

10.11 Headings and Captions

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

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
An "✓" on the matrix indicates where and how GC/CM will be compensated for work included in the contract documents (Except for Owner Direct Costs which will be paid for directly by the Owner.)								
GCCM Contract	00 50 00		✓					
LEED Goals	00 50 00 - 3.1.2		✓					
CPARB Reporting	00 50 00 - 3.1.3		✓					
Work During Construction	00 50 00 - 3.2		✓					
Work During Commissioning	00 50 00 - 3.4				✓			
Partnering	00 50 00 - 4.2		✓					
Date of Commencement/Time of Completion/ Liquidated Damages	00 50 00 - Article 5		✓					
MACC Additional Costs	00 50 00 - 6.1.1		✓					
Administration of Risk Contingency Account	00 50 00 - 6.5.4 (except 6.5.4.2)		✓					
Risk Contingency	00 50 00 - 6.5.4.2						✓	
GC/CM BIM Services	00 50 00 - 6.5.5.1				✓			
Subcontractor BIM Services	00 50 00 - 6.5.5.2			✓				
Subcontract Plan	00 50 00 - 6.5.6		✓					
Percent Fee	00 50 00 - 6.6.1	✓						
Subcontract Buyout Procedure	00 50 00 - 6.7		✓					
MACC Allowances	00 50 00 - 6.7.2.1			✓				
Bid Document Reproduction	00 50 00 - 6.7.3				✓			
Cost Accounting	00 50 00 - 6.8		✓					
GC/CM Performance and Payment Bonds	00 50 00 - 6.9	✓						
Subcontracting	00 50 00 - Article 7 (except 7.7)		✓					
Subcontractor Bonding	00 50 00 - 7.7			✓				
GC/CM Staff	00 50 00 - 8.1		✓					
Insurance	00 50 00 - 8.2	✓						
Audit	00 50 00 - 8.3		✓					
Sales Tax	00 50 00 - 8.4							✓

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
GC/CM General Conditions								
GC/CM General Conditions	00 72 00 (except as noted below or in the Contract Documents)		✓					
Bonds	00 72 00 – 2.01	✓						
Insurance	00 72 00 – 2.02 – 2.06	✓						
Construction Schedule	00 72 00 – 3.02		✓					
Suspend Work	00 72 00 – 3.03					✓		
Stop Work	00 72 00 – 3.04		✓					
Notice of Labor Dispute	00 72 00 – 3.06		✓					
Failure to Achieve Timely Completion	00 72 00 – 3.07	✓						
Specifications, Drawings & Other Documents	00 72 00 – Part 4		✓					
Performance	00 72 00 – Part 5 (except as noted below)		✓					
Permits, Fees and Notices	00 72 00 – 5.02				✓			
Operations, Material Handling, & Storage Areas	00 72 00 – 5.08			✓				
Unforeseen Physical Conditions	00 72 00 – 5.10					✓		
Protection of Existing Structures, Equipment, Vegetation, Utilities and Improvements	00 72 00 – 5.11			✓				
Layout of Work	00 72 00 – 5.12			✓				
Availability and Use of Utility Services	00 72 00 – 5.14				✓			
Tests and Inspections	00 72 00 – 5.15				✓			✓
Correction of Non-Conforming Work	00 72 00 – 5.16	✓						
Clean up	00 72 00 – 5.17				✓			
Changes to the Work, MACC, TCC and/or Contract Time (administration of changes)	00 72 00 – Part 7		✓					
Claims and Disputes Resolution	00 72 00 – Part 8		✓					
Termination by City for Convenience	00 72 00 – 9.01					✓		
Termination by City for Cause	00 72 00 – 9.02	✓						

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
Division 1 – If and when division 1 sections are added to the contract, those costs will be classified as either subcontract costs or NSS Costs.								
Substitution Procedures	01 25 00		✓					
Contract Modification Procedures	01 26 00		✓					
Progress Payment Procedures	01 29 76 (except as noted below)		✓					
Stored Materials - Bond/Insurance Fees	01 29 76\ 1.4A.3.b				✓			
Project Management and Coordination	01 31 00		✓					
Submittal Numbering Format	01 31 01		✓					
Project Meetings	01 31 19		✓					
Construction Progress Schedule	01 32 16		✓					
Submittal Procedures	01 33 00 (except as noted below)		✓					
Shop Drawings	01 33 00\ 1.3A			✓				
Submittal Standards Requirements and Compliance Review	01 33 00.11		✓					
Safety Requirements	01 35 23 (except as noted below)		✓					
Subcontractor Safety Manager	01 35 23\ 1.2C1			✓				
Contractor Quality Control	01 45 00		✓					
Testing and Inspection Services (administration of testing and inspection)	01 45 23 (except as noted below)		✓					
Testing Agency Costs	01 45 23\ 1.5 (except 1.5D)							✓
Testing Agency Costs	01 45 23\1.5 DC			✓				
Testing Agency Costs	01 45 23\1.5D		✓					
Storage Facilities	01 45 23\ 1.7D				✓			
Temporary Facilities and Controls	01 50 00 (except as listed below)		✓					
Protection	01 50 00\ 1.2G			✓				
Construction Waste	01 50 00\ 1.3D			✓				
Utility Shutdowns	01 50 00\ 1.5B.6							✓
Utility Shutdowns	01 50 00\ 1.5B.7			✓				

Description	Contract Document Reference	%Fee	Specified Gen. Conditions	MACC				Owner Direct Costs
				Subcontract Cost	Negotiated Support Servs.	Change Orders	Risk Contingency	
Temp. Facilities Removal	01 50 00\ 1.6B			✓				
Electrical Service	01 50 00\ 1.6D			✓				
Lighting	01 50 00\ 1.6E			✓				
Temporary LED Lighting Plan	01 50 00\ 1.6E			✓				
Heating and Ventilation	01 50 00\ 1.6F				✓			
Water	01 50 00\ 1.6G			✓				
Toilets/Hand Washing	01 50 00\1.6H				✓			
Cranes/Hoisting	01 50 00\ 1.6J			✓	✓			
Temporary Enclosures	01 50 00\ 1.7A			✓				
Site Fences and Misc. Construction	01 50 00\1.7B & 1.7C			✓	✓			
Noise and Vibration Control	01 50 00\ 1.8A-C		✓					
Noise and Vibration Control	01 50 00\ 1.8D-I			✓				
Field Engineering	01 71 23			✓				
Construction Waste Management	01 74 00 (except 1.3C)		✓					
Collection and Disposal	01 74 00\ 1.3C				✓			
Closeout Procedures	01 77 00 (except 1.6B and 1.6C)		✓					
Preliminary Cleaning	01 77 00\ 1.6B			✓				
Final Cleaning*	01 77 00\ 1.6C				✓			
Operations and Maintenance Data	01 78 23			✓	✓			
Warranties	01 78 36		✓					
Demonstration and Training	01 79 00 (except 1.2)			✓	✓			
Contractor's Commissioning Manager	01 79 00\1.2 A. thru G.		✓					
Training Sessions	01 79 00\1.2.H and I			✓	✓			
Commissioning Requirements	01 91 00		✓					

Redmond Senior and Community Center Project
Exhibit 2
Construction Cost Summary

TOTAL CONTRACT COST SUMMARY		
Bid Package #	Description of Bid Package	Amount
3.00	Structural & Site Concrete (Incl Vapor Barrier, Below Grade, Damp & Waterproofing, Underslab INSUL-3)	\$ 2,765,062.00
5.00	SS Furnish & Install, metal Stairs, Railings, Decorative Railings, Incl. High Performance Coatings	\$ 1,244,957.00
6.10	Heavy Timber Framing & Erection, MPP Panels Erection, Hardware	\$ 2,187,413.00
6.15	MPP Procurement	\$ 1,529,319.00
14.00	Elevator	\$ 143,909.00
21.00	Fire Suppression System	\$ 242,200.00
23.00	HVAC and Plumbing / Louvers and Vents	\$ 5,678,000.00
26.00	Electrical/Communication/Fire Alarm Complete	\$ 4,298,000.00
26.00	PV System - Electrical Alternate #1	\$ 376,950.00
31.00	Earthwork and Utilities	\$ 1,533,599.00
31.10	Rammed Aggregate Piers (Delegated Design)	\$ 274,000.00
1	Total Subcontract Costs	\$ 20,273,409.00
2	Negotiated Support Services	\$ 1,270,489.00
3.1	Risk Contingency (2.50 % x Total for Subcontract Costs above)	\$ 506,835.23
3.2	Design Contingency (2.50 % of Total for Subcontract Costs above)	\$ 506,835.22
4	Maximum Allowable Construction Cost (MACC) (Add Lines 1, 2, and 3)	\$ 22,557,568.45
5	Percent Fee (4.1% x MACC)	\$ 924,860.31
6	Fixed Amount for Specified General Conditions	\$ 983,488.00
7	Total Contract Cost (TCC) (Add Lines 4, 5, and 6)	\$ 24,465,916.76
8	Washington State Sales Tax @ 10.1%	\$ 2,471,057.59
9	Total Contract Cost (TCC) plus WSST (Add Lines 7 and 8)	\$ 26,936,974.35

May 31, 2022

REDMOND SENIOR & COMMUNITY CENTER

EXHIBIT 3 – LIST OF SPECIFICATIONS & DRAWINGS

DOCUMENTS LIST: BPs 06.15 & 31.10

- Specifications: **Procurement Package, dated 23 February 2022**

Div 00 – Procurement and Contracting Requirements

Div 01 – General Requirements

061719 Cross-Laminated Timber

311000 Site Clearing

312000 Earth Moving

312500 Erosion Sedimentation Control

316250 Rammed Aggregate Piers

- Drawings: **Procurement Package, dated 23 February 2022**

C Cover Sheet

G0.00 Sheet Index, Vicinity Map, Project Team

A0.00 Architectural Abbreviations and Symbols

A1.23B Level 2 MPP Layout Plan Sector B

A1.24 Roof MPP Layout Plan

A1.24A Roof MPP Layout Plan Sector A

A1.24B Roof MPP Layout Plan Sector B

A5.30 Enlarged Stair Drawings – Stair A1

A5.34 Stair Details

S0.01 Structural Title Sheet

S0.02 Structural General Notes

S0.03 Structural General Notes

S0.04 Structural Load Maps

S1.11A Partial Foundation Plan – Level 01 – Sector A

S1.11B Partial Foundation Plan – Level 01 – Sector B

S1.12A Partial Framing Plan – Level 02 – Sector A

S1.12B Partial Framing Plan – Level 02 – Sector B

S1.13B Partial Framing Plan – Roof – Sector B

S1.22A MPP Layout Plan – Roof – Sector A

S1.22B MPP Layout Plan – Level 2 – Sector B

S1.23B MPP Layout Plan – Roof – Sector B

S3.01 Structural Concrete Details

S3.02	Structural Concrete Details
S4.01	Structural Steel Details
S5.01	Structural Wood Details
S5.02	Structural Wood Details
S6.01	Cold Form Framing Details
S6.02	Cold Form Framing Details
S7.01	Concrete Shear Wall Details

CCR Package, dated 25 February 2022

G0	Cover Sheet
C0.01	Site Survey
C0.02	Site Survey
C0.03	Site Survey
C0.04	Site Survey
C1.00	TESC Plan
C1.01	TESC Plan
C1.10	TESC Notes
C1.20	TESC Details
C1.21	TESC Details
C2.00	Tree Preservation Plan
C2.10	Tree Preservation Notes
C2.11	Tree Preservation Notes
C3.00	Civil Demo Plan
C3.01	Civil Demo Plan
C4.00	Civil Site Plan
C4.01	Civil Site Plan
C5.00	Drainage Plan
C5.01	Drainage Plan
C5.10	Drainage Profiles
C5.11	Drainage Profiles and Sections
C6.00	Utility Plan
C6.01	Utility Plan
C7.00	Grading Plan
C7.01	Grading Plan
C8.00	Civil Details
C8.01	Civil Details
C8.02	Civil Details
C8.03	Civil Details
C8.04	Civil Details
L1.0	Materials Site Plan
L1.1	Materials Site Plan
L2.0	Planting Plan
L2.1	Planting Plan
L2.2	Planting Plan
L2.3	Planting Schedule

L3.0	Irrigation Plan
L3.1	Irrigation Plan
L3.2	Irrigation Schedule
L4.0	Site Details
L4.1	Site Details
L4.2	Site Details
L4.3	Site Details
L5.0	Planting Details
L6.0	Irrigation Details
L6.1	Irrigation Details
FP1.01	Fire Protection Plan – Site
FP1.02	Fire Protection Plan – Site
FP1.03	Fire Protection – Code Summary
FP1.04	Fire Protection Plan – Level 1 & 2, Building Address
EL0.10	Lighting Site Plan and Exterior Luminaire Schedule
EL0.11	Lighting Site Plan Calculations
EL0.12	Lighting Site Plans Calculations
EL0.13	Lighting Site Plans Calculations

- Addenda: No. 1-5

DOCUMENTS LIST: BPs 14.00 & 31.00

- Specifications: **Permit 1 Package, dated 15 March 2022 (Add #1-4)**

Div 00 – Procurement and Contracting Requirements

Div 01 – General Requirements

03 30 00 Cast-In-Place Concrete
03 35 43 Polished Concrete Finishing
05 12 00 Structural Steel Framing
05 31 00 Steel Decking
05 40 00 Cold-Formed Metal Framing
05 50 00 Metal Fabrications
05 51 13 Metal Pan Stairs
05 52 13 Pipe and Tube Railings
06 10 00 Rough Carpentry
06 13 00 Heavy Timber Construction
06 16 00 Sheathing
06 17 19 Cross-Laminated Timber
06 18 00 Glued-Laminated Timber Framing
07 11 13 Bituminous Damp proofing

07 13 00 Sheet Waterproofing
07 17 00 Bentonite Waterproofing
07 19 00 Graffiti and Water Repellents
07 21 00 Building Insulation
07 21 19 Foamed-In-Place Insulation
07 25 00 Weather Barriers
07 26 00 Vapor Retarders
07 42 11 Metal Wall Panels
07 46 24 Modified Wood Cladding
07 54 23 Thermoplastic Polyolefin (TPO) Roofing
07 62 00 Sheet Metal Flashing and Trim
07 72 00 Roof Accessories
07 72 73 Vegetated Roof Systems
07 81 00 Applied Fireproofing
07 81 23 Intumescent Fireproofing
07 84 13 Penetration Firestopping
07 92 00 Joint Sealants
08 11 13 Hollow Metal Doors and Frames
08 41 13 Aluminum-Framed Entrances and Storefronts
08 42 29 Sliding Automatic Entrances
08 44 13 Glazed Aluminum Curtain Walls
08 51 13 Aluminum Windows
08 63 00 Metal-Framed Skylights
08 80 00 Glazing
09 21 16 Gypsum Board Shaft Wall Assemblies
09 22 16 Non-Structural Metal Framing
09 29 00 Gypsum Board
09 96 00 High-Performance Coatings
11 24 25 Fall Protection
12 48 13 Entrance Floor Mats and Frames
12 48 16 Entrance Floor Grilles
14 24 00 Hydraulic Elevators

Procurement Package, dated 23 February 2022 (Add #1-4)

311000 Site Clearing, ADD 04 3/24/22
312000 Earth Moving, ADD 04 3/24/22
312500 Erosion Sedimentation Control, ADD 04 3/24/22
316250 Rammed Aggregate Piers, ADD 03 3/17/22

312000 Bases, Ballasts and Paving, ADD 04 3/24/22

331000 Water Utilities, ADD 04 3/24/22
333000 Sanitary Sewage, ADD 04 3/24/22
334000 Stormwater Utilities, ADD 04 3/24/22

- Drawings:

Permit 1 Package, dated 15 March 2022

C	COVER SHEET
G0.01	ENERGY CODE COMPLIANCE DOCUMENTS
G0.02	ENERGY CODE COMPLIANCE DOCUMENTS
A0.00	ARCHITECTURAL ABBREVIATIONS & SYMBOLS
A0.20	CODE ANALYSIS
A0.31	FIRE & LIFE SAFETY PLAN- LEVEL 1
A0.32	FIRE & LIFE SAFETY PLAN- LEVEL 2
A0.40	EXTERIOR WALL ASSEMBLY TYPES
A0.50	INTERIOR WALL ASSEMBLY TYPES
A0.60	HORIZONTAL ASSEMBLY TYPES
A0.80	ARCHITECTURAL SITE PLAN
A1.01	LEVEL 1 FLOOR PLAN
A1.02	LEVEL 2 FLOOR PLAN
A1.03	ROOF PLAN
A1.21A	LEVEL 1 SLAB PLAN SECTOR A
A1.21B	LEVEL 1 SLAB PLAN SECTOR B
A1.22B	LEVEL 2 SLAB PLAN SECTOR B
A1.23B	LEVEL 2 MPP LAYOUT PLAN SECTOR B
A1.24	ROOF MPP LAYOUT PLAN
A1.24B	ROOF MPP LAYOUT PLAN SECTOR B –
A1.71A	LEVEL 1 REFLECTED CEILING PLAN SECTOR A
A1.71B	LEVEL 1 REFLECTED CEILING PLAN SECTOR B
A1.72B	LEVEL 2 REFLECTED CEILING PLAN SECTOR B
A2.10	EXTERIOR ELEVATIONS
A2.11	EXTERIOR ELEVATIONS
A2.13	PARTIAL EXTERIOR ELEVATIONS - ROOF
A2.14	PARTIAL EXTERIOR ELEVATIONS - ROOF
A4.01	EXTERIOR FRAMED OPENING TYPES
A4.02	EXTERIOR FRAMED OPENING TYPES
A4.03	EXTERIOR FRAMED OPENING TYPES
A5.30	ENLARGED STAIRS DRAWINGS - STAIR S1,
A5.31	ENLARGED STAIRS DRAWINGS - STAIR S2
A5.32	ENLARGED STAIRS DRAWINGS - RAMP 1
A5.34	STAIR DETAILS
A5.70	ENLARGED ELEVATOR PLANS & SECTIONS
S0.01	STRUCTURAL GENERAL NOTES
S0.02	STRUCTURAL GENERAL NOTES– <i>See Procurement Pkg</i>
S0.03	STRUCTURAL GENERAL NOTES
S0.04	STRUCTURAL LOAD MAPS
S1.11A	PARTIAL FOUNDATION PLAN- LEVEL 1- SECTOR A
S1.11B	PARTIAL FOUNDATION PLAN- LEVEL 1- SECTOR B
S1.12A	PARTIAL FRAMING PLAN- ROOF - SECTOR A
S1.12B	PARTIAL FRAMING PLAN- LEVEL 02 - SECTOR B
S1.13B	PARTIAL FRAMING PLAN- ROOF - SECTOR B

- S1.22A PANEL LAYOUT PLAN- ROOF - SECTOR A – *See Procurement Pkg*
- S1.22B PANEL LAYOUT PLAN- LEVEL 2 - SECTOR B – *See Procurement Pkg*
- S1.23B PANEL LAYOUT PLAN- ROOF - SECTOR B – *See Procurement Pkg*
- S3.01 STRUCTURAL CONCRETE DETAILS
- S3.02 STRUCTURAL CONCRETE DETAILS
- S3.10 CONCRETE SHEAR WALL ELEVATIONS
- S3.11 CONCRETE SHEAR WALL ELEVATIONS
- S3.12 CONCRETE SHEAR WALL ELEVATIONS
- S4.01 SECTIONS AND DETAILS
- S5.01 STRUCTURAL STEEL DETAILS
- S5.02 STRUCTURAL STEEL DETAILS
- S5.03 STRUCTURAL STEEL DETAILS
- S5.10 STRUCTURAL COLD FORM METAL FRAMING DETAILS
- S5.11 STRUCTURAL COLD FORM METAL FRAMING DETAILS
- S6.01 STRUCTURAL WOOD DETAILS
- S6.02 STRUCTURAL WOOD DETAILS

Procurement Package, dated 23 February 2022 (Add #1-5)

As-Built Drawings (for reference only) ADD 02 3/16/22

- C1.00 TESC Plan, ADD 04 3/24/22
- C1.01 TESC Plan, ADD 04 3/24/22
- C1.10 TESC Notes, ADD 04 3/24/22
- C1.20 TESC Details, ADD 04 3/24/22
- C1.21 TESC Details, ADD 04 3/24/22
- C2.00 Tree Preservation Plan, ADD 04 3/24/22
- C2.10 Tree Preservation Notes, ADD 04 3/24/22
- C2.11 Tree Preservation Notes, ADD 04 3/24/22
- C3.00 Civil Demo Plan, ADD 04 3/24/22
- C3.01 Civil Demo Plan, ADD 04 3/24/22
- C4.00 Civil Site Plan, ADD 04 3/24/22
- C4.01 Civil Site Plan, ADD 04 3/24/22
- C5.00 Drainage Plan, ADD 04 3/24/22
- C5.01 Drainage Plan, ADD 04 3/24/22
- C5.10 Drainage Profiles, ADD 04 3/24/22
- C5.11 Drainage Profiles and Sections, ADD 04 3/24/22
- C6.00 Utility Plan, ADD 04 3/24/22
- C6.01 Utility Plan, ADD 04 3/24/22
- C7.00 Grading Plan, ADD 04 3/24/22
- C7.01 Grading Plan, ADD 04 3/24/22
- C8.00 Civil Details, ADD 04 3/24/22
- C8.01 Civil Details, ADD 04 3/24/22
- C8.02 Civil Details, ADD 04 3/24/22
- C8.03 Civil Details, ADD 04 3/24/22

C8.04 Civil Details, ADD 04 3/24/22
 FP1.01 Fire Protection Plan – Site, ADD 04 3/24/22
 FP1.02 Fire Protection Plan – Site, ADD 04 3/24/22
 G0.00 SHEET INDEX, VICINITY MAP, PROJECT TEAM, ADD 04 3/23/22
 A1.23B LEVEL 2 MPP LAYOUT PLAN SECTOR B, ADD 02 3/16/22
 A1.24 ROOF MPP LAYOUT PLAN
 A1.24A ROOF MPP LAYOUT PLAN SECTOR A, ADD 02 3/16/22
 A1.24B ROOF MPP LAYOUT PLAN SECTOR B, ADD 02 3/16/22
 A4.30 EXTERIOR ENVELOPE DETAILS, ADD 04 3/24/22
 A5.30 ENLARGED STAIRS DRAWINGS - STAIR S1, – See
 Procurement Pkg ADD 02 3/16/22
 A5.34 STAIR DETAILS, – See Procurement, ADD 02 3/16/22
 S0.02 STRUCTURAL GENERAL NOTES, ADD 03 3/17/22
 S1.12A SOIL IMPROVEMENT DESIGN CRITERIA 0 SECTOR A,
 ADD 03, 3/17/22
 S1.21A SOIL IMPROVEMENT DESIGN CRITERIA 0 SECTOR A,
 ADD 03, 3/17/22
 S1.22A PANEL LAYOUT PLAN- ROOF - SECTOR A, ADD 03 3/17/22
 S1.22B PANEL LAYOUT PLAN- LEVEL 2 - SECTOR B, ADD 03
 3/17/22
 S1.23B PANEL LAYOUT PLAN- ROOF - SECTOR B, ADD 02 3/16/22

Civil Construction Review Package, dated 25 February 2022

G0 Cover Sheet
 C0.01 Site Survey
 C0.02 Site Survey
 C0.03 Site Survey
 C0.04 Site Survey

 L1.0 Materials Site Plan
 L1.1 Materials Site Plan
 L2.0 Planting Plan
 L2.1 Planting Plan
 L2.2 Planting Plan
 L2.3 Planting Schedule
 L3.0 Irrigation Plan
 L3.1 Irrigation Plan
 L3.2 Irrigation Schedule
 L4.0 Site Details
 L4.1 Site Details
 L4.2 Site Details
 L4.3 Site Details
 L5.0 Planting Details
 L6.0 Irrigation Details
 L6.1 Irrigation Details

FP1.03 Fire Protection – Code Summary
FP1.04 Fire Protection Plan – Level 1 & 2, Building Address

EL0.10 Lighting Site Plan and Exterior Luminaire Schedule
EL0.11 Lighting Site Plan Calculations
EL0.12 Lighting Site Plans Calculations
EL0.13 Lighting Site Plans Calculations

100% Design Development Drawings, dated 22 December 2021

P0.10 SITE PLAN – PLUMBING
P1.00 UNDERGROUND FLOOR PLAN OVERALL PLUMBING
P1.00A UNDERGROUND FLOOR PLAN SECTOR A - PLUMBING
P1.00B UNDERGROUND FLOOR PLAN SECTOR B - PLUMBING
E0.11 SITE PLAN – POWER
E1.11A LEVEL 01 PLAN SECTOR B – POWER
E1.11B LEVEL 01 PLAN SECTOR B – POWER
E5.01 ONE LINE DIGRAM
E5.02 ELECTRICAL DETAILS
E6.01 PANEL SCHEDULE ELECTRICAL
E7.01 MECHANICAL EQUIPMENT CONNECTION SCHEDULES
E7.02 MECHANICAL EQUIPMENT CONNECTION SCHEDULES

- Addenda: No. 6

DOCUMENTS LIST : NSS, SGCs

- Specifications: 50% CD Set, dated 8 April 2022

- Drawings: 50% CD Set, dated 8 April 2022

-Addenda: No. 1 - 11

Exhibit 4 – Negotiated Support Services

Description	Contract Document Reference	Total Amount
GCCM CONTRACT ITEMS		
Work During Commissioning	00 50 00 - 3.4	\$7,980
GC/CM BIM Services	00 50 00 - 6.5.5.1	\$54,957
GC/CM BIM Record Modeling	TBD - City Meeting Results	\$21,394
Bid Documents Reproduction Costs	00 50 00 - 6.7.3 / 01 78 23	\$1,800
GENERAL CONDITIONS ITEMS		
Builders Risk Policy	00 72 00 2.06.H (Add03)	\$ 231,043
Use of Utility Services - Power Consumption	00 50 00 5.14	\$8,500
Clean Up - Building	00 72 00 - 5.17	\$45,430
Clean Up - Parking Lot	00 72 00 - 5.17	\$1,531
Clean Up - Walks	00 72 00 - 5.17	\$1,619
DIVISION 1		
Survey	01 50 00	\$15,750
Survey Final Utilities	01 50 00	\$22,400
Job Storage Sheds	01 45 23 - 1.7D	\$12,400
Set-Up Storage Sheds	01 45 23 - 1.7D	\$ 8,000
Watchman, security service	01 50 00	\$17,825
Office Furnishings	01 50 00	\$7,502
Office Supplies	01 50 00	\$7,750
Hoisting Lifts (Forklift Equipment, Hoisting Labor)	01 50 00 - 1.6J	\$118,072
Rent toilet portable chemical	01 50 00 - 1.6H	\$13,175
Temporary Fencing one year rental	01 50 00 - 1.7 B	\$19,452
Perimeter Cable / Safety Railings	01 50 00 - 1.7 C	\$13,173
Janitorial Final Cleaning	01 77 00 - 1.6C	\$42,600
O&M Printing, As-Built Compilation	01 78 23	\$5,219
Demonstration & Training	01 79 00	\$3,167
Sustainable Design Requirements	01 81 13 - 1.1D	\$5,100
Dewatering & Stormwater Management	01 50 00	\$ 367,150
Temporary Heating & Humidification Systems	01 50 00 - 1.6F	\$103,000
Moisture Protection Plan (Labor, Visqueen, Temp Drains, Equipment for set up/tear down, continual Maintenance)	01 50 00 - 1.6F	\$41,400
GLULAM column protection (can put in BP 6.10 initially, but GC to maintain, and ultimately remove for painter)	01 50 00 - 1.6F	\$9,800
Construction Dumpsters	01 74 00 - 1.3C	\$63,000
NSS Total		\$1,270,189

Based on 4.27.22 spreadsheet.

31-May-22

REDMOND SENIOR & COMMUNITY CENTER
EXHIBIT 5 – CONTRACT ALLOWANCES

BP 03.00 - \$15,000 for MEPF Housekeeping Pads
BP 31.00 - \$50,000 for Aggregate Piers Spoils Removal

These allowances are included in the subcontract amounts.

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section – Telephone 360-902-5335
 PO Box 445420, Olympia, WA 98504-4540

Exhibit 6

Washington State Prevailing Wage – March 2022 Schedule

The Prevailing Wages listed here include both the hourly rate and 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.

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Asbestos Abatement Workers	Journey Level	\$54.62	5D	1H	
King	Boilermakers	Journey Level	\$72.54	5N	1C	
King	Brick Mason	Journey Level	\$63.32	7E	1N	
King	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	7E	1N	
King	Building Service Employees	Janitor	\$27.23	5S	2F	
King	Building Service Employees	Traveling Waxer/Shampooer	\$27.68	5S	2F	
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$31.18	5S	2F	
King	Building Service Employees	Window Cleaner (Scaffold)	\$32.18	5S	2F	
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		1	
King	Carpenters	Acoustical Worker	\$68.19	15J	4C	
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$68.19	15J	4C	
King	Carpenters	Carpenter	\$68.19	15J	4C	
King	Carpenters	Floor Finisher	\$68.19	15J	4C	
King	Carpenters	Floor Layer	\$68.19	15J	4C	
King	Carpenters	Scaffold Erector	\$68.19	15J	4C	
King	Cement Masons	Application of all Composition Mastic	\$67.41	15J	4U	
King	Cement Masons	Application of all Epoxy Material	\$66.91	15J	4U	
King	Cement Masons	Application of all Plastic Material	\$67.41	15J	4U	
King	Cement Masons	Application of Sealing Compound	\$66.91	15J	4U	
King	Cement Masons	Application of Underlayment	\$67.41	15J	4U	
King	Cement Masons	Building General	\$66.91	15J	4U	
King	Cement Masons	Composition or Kalman Floors	\$67.41	15J	4U	
King	Cement Masons	Concrete Paving	\$66.91	15J	4U	
King	Cement Masons	Curb & Gutter Machine	\$67.41	15J	4U	
King	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	15J	4U	
King	Cement Masons	Curing Concrete	\$66.91	15J	4U	
King	Cement Masons	Finish Colored Concrete	\$67.41	15J	4U	
King	Cement Masons	Floor Grinding	\$67.41	15J	4U	
King	Cement Masons	Floor Grinding/Polisher	\$66.91	15J	4U	
King	Cement Masons	Green Concrete Saw, self-powered	\$67.41	15J	4U	
King	Cement Masons	Grouting of all Plates	\$66.91	15J	4U	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	15J	4U	
King	Cement Masons	Guniting Nozzleman	\$67.41	15J	4U	
King	Cement Masons	Hand Powered Grinder	\$67.41	15J	4U	
King	Cement Masons	Journey Level	\$66.91	15J	4U	
King	Cement Masons	Patching Concrete	\$66.91	15J	4U	
King	Cement Masons	Pneumatic Power Tools	\$67.41	15J	4U	
King	Cement Masons	Power Chipping & Brushing	\$67.41	15J	4U	
King	Cement Masons	Sand Blasting Architectural Finish	\$67.41	15J	4U	
King	Cement Masons	Screed & Rodding Machine	\$67.41	15J	4U	
King	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	15J	4U	
King	Cement Masons	Troweling Machine Operator	\$67.41	15J	4U	
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	15J	4U	
King	Cement Masons	Tunnel Workers	\$67.41	15J	4U	
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	15J	4C	
King	Divers & Tenders	Diver	\$122.49	15J	4C	8V
King	Divers & Tenders	Diver On Standby	\$81.04	15J	4C	
King	Divers & Tenders	Diver Tender	\$73.60	15J	4C	
King	Divers & Tenders	Manifold Operator	\$73.60	15J	4C	
King	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	15J	4C	
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	15J	4C	
King	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	15J	4C	
King	Dredge Workers	Assistant Engineer	\$73.62	5D	3F	
King	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F	
King	Dredge Workers	Boatmen	\$73.62	5D	3F	
King	Dredge Workers	Engineer Welder	\$75.03	5D	3F	
King	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F	
King	Dredge Workers	Mates	\$73.62	5D	3F	
King	Dredge Workers	Oiler	\$73.05	5D	3F	
King	Drywall Applicator	Journey Level	\$68.19	15J	4C	
King	Drywall Tapers	Journey Level	\$67.91	5P	1E	
King	Electrical Fixture Maintenance Workers	Journey Level	\$35.19	5L	1E	
King	Electricians - Inside	Cable Splicer	\$97.21	7C	4E	
King	Electricians - Inside	Cable Splicer (tunnel)	\$104.49	7C	4E	
King	Electricians - Inside	Certified Welder	\$93.91	7C	4E	
King	Electricians - Inside	Certified Welder (tunnel)	\$100.86	7C	4E	
King	Electricians - Inside	Construction Stock Person	\$47.03	7C	4E	
King	Electricians - Inside	Journey Level	\$90.59	7C	4E	
King	Electricians - Inside	Journey Level (tunnel)	\$97.21	7C	4E	
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B	
King	Electricians - Powerline Construction	Cable Splicer	\$88.89	5A	4D	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Electricians - Powerline Construction	Certified Line Welder	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Groundperson	\$52.91	5A	4D	
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	5A	4D	
King	Electricians - Powerline Construction	Meter Installer	\$52.91	5A	4D	8W
King	Electricians - Powerline Construction	Pole Sprayer	\$81.65	5A	4D	
King	Electricians - Powerline Construction	Powderperson	\$60.75	5A	4D	
King	Electronic Technicians	Journey Level	\$59.10	7E	1E	
King	Elevator Constructors	Mechanic	\$103.81	7D	4A	
King	Elevator Constructors	Mechanic In Charge	\$112.09	7D	4A	
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	5B	1R	
King	Fence Erectors	Fence Erector	\$46.29	15J	4V	8Y
King	Fence Erectors	Fence Laborer	\$46.29	15J	4V	8Y
King	Flagger	Journey Level	\$46.29	15J	4V	8Y
King	Glaziers	Journey Level	\$72.41	7L	1Y	
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C	
King	Heating Equipment Mechanics	Journey Level	\$91.83	7F	1E	
King	Hod Carriers & Mason Tenders	Journey Level	\$57.31	15J	4V	8Y
King	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		1	
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K	
King	Inland Boatmen	Deckhand	\$57.48	5B	1K	
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K	
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K	
King	Inland Boatmen	Mate	\$57.31	5B	1K	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		1	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		1	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		1	
King	Insulation Applicators	Journey Level	\$68.19	15J	4C	
King	Ironworkers	Journeyman	\$80.28	7N	1O	
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	15J	4V	8Y
King	Laborers	Airtrac Drill Operator	\$56.31	15J	4V	8Y
King	Laborers	Ballast Regular Machine	\$54.62	15J	4V	8Y
King	Laborers	Batch Weighman	\$46.29	15J	4V	8Y
King	Laborers	Brick Pavers	\$54.62	15J	4V	8Y
King	Laborers	Brush Cutter	\$54.62	15J	4V	8Y
King	Laborers	Brush Hog Feeder	\$54.62	15J	4V	8Y
King	Laborers	Burner	\$54.62	15J	4V	8Y
King	Laborers	Caisson Worker	\$56.31	15J	4V	8Y
King	Laborers	Carpenter Tender	\$54.62	15J	4V	8Y
King	Laborers	Cement Dumper-paving	\$55.62	15J	4V	8Y
King	Laborers	Cement Finisher Tender	\$54.62	15J	4V	8Y
King	Laborers	Change House Or Dry Shack	\$54.62	15J	4V	8Y
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	15J	4V	8Y
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	15J	4V	8Y
King	Laborers	Choker Setter	\$54.62	15J	4V	8Y
King	Laborers	Chuck Tender	\$54.62	15J	4V	8Y
King	Laborers	Clary Power Spreader	\$55.62	15J	4V	8Y
King	Laborers	Clean-up Laborer	\$54.62	15J	4V	8Y
King	Laborers	Concrete Dumper/Chute Operator	\$55.62	15J	4V	8Y
King	Laborers	Concrete Form Stripper	\$54.62	15J	4V	8Y
King	Laborers	Concrete Placement Crew	\$55.62	15J	4V	8Y
King	Laborers	Concrete Saw Operator/Core Driller	\$55.62	15J	4V	8Y
King	Laborers	Crusher Feeder	\$46.29	15J	4V	8Y
King	Laborers	Curing Laborer	\$54.62	15J	4V	8Y
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	15J	4V	8Y
King	Laborers	Ditch Digger	\$54.62	15J	4V	8Y
King	Laborers	Diver	\$56.31	15J	4V	8Y
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	15J	4V	8Y
King	Laborers	Dry Stack Walls	\$54.62	15J	4V	8Y
King	Laborers	Dump Person	\$54.62	15J	4V	8Y
King	Laborers	Epoxy Technician	\$54.62	15J	4V	8Y
King	Laborers	Erosion Control Worker	\$54.62	15J	4V	8Y
King	Laborers	Faller & Bucker Chain Saw	\$55.62	15J	4V	8Y
King	Laborers	Fine Graders	\$54.62	15J	4V	8Y
King	Laborers	Firewatch	\$46.29	15J	4V	8Y
King	Laborers	Form Setter	\$54.62	15J	4V	8Y
King	Laborers	Gabian Basket Builders	\$54.62	15J	4V	8Y
King	Laborers	General Laborer	\$54.62	15J	4V	8Y

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Laborers	Grade Checker & Transit Person	\$57.31	15J	4V	8Y
King	Laborers	Grinders	\$54.62	15J	4V	8Y
King	Laborers	Grout Machine Tender	\$54.62	15J	4V	8Y
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	15J	4V	8Y
King	Laborers	Guardrail Erector	\$54.62	15J	4V	8Y
King	Laborers	Hazardous Waste Worker (Level A)	\$56.31	15J	4V	8Y
King	Laborers	Hazardous Waste Worker (Level B)	\$55.62	15J	4V	8Y
King	Laborers	Hazardous Waste Worker (Level C)	\$54.62	15J	4V	8Y
King	Laborers	High Scaler	\$56.31	15J	4V	8Y
King	Laborers	Jackhammer	\$55.62	15J	4V	8Y
King	Laborers	Laserbeam Operator	\$55.62	15J	4V	8Y
King	Laborers	Maintenance Person	\$54.62	15J	4V	8Y
King	Laborers	Manhole Builder-Mudman	\$55.62	15J	4V	8Y
King	Laborers	Material Yard Person	\$54.62	15J	4V	8Y
King	Laborers	Motorman-Dinky Locomotive	\$55.62	15J	4V	8Y
King	Laborers	nozzleman	\$57.31	15J	4V	8Y
King	Laborers	Pavement Breaker	\$55.62	15J	4V	8Y
King	Laborers	Pilot Car	\$46.29	15J	4V	8Y
King	Laborers	Pipe Layer (Lead)	\$57.31	15J	4V	8Y
King	Laborers	Pipe Layer/Tailor	\$55.62	15J	4V	8Y
King	Laborers	Pipe Pot Tender	\$55.62	15J	4V	8Y
King	Laborers	Pipe Reliner	\$55.62	15J	4V	8Y
King	Laborers	Pipe Wrapper	\$55.62	15J	4V	8Y
King	Laborers	Pot Tender	\$54.62	15J	4V	8Y
King	Laborers	Powderman	\$56.31	15J	4V	8Y
King	Laborers	Powderman's Helper	\$54.62	15J	4V	8Y
King	Laborers	Power Jacks	\$55.62	15J	4V	8Y
King	Laborers	Railroad Spike Puller - Power	\$55.62	15J	4V	8Y
King	Laborers	Raker - Asphalt	\$57.31	15J	4V	8Y
King	Laborers	Re-timberman	\$56.31	15J	4V	8Y
King	Laborers	Remote Equipment Operator	\$55.62	15J	4V	8Y
King	Laborers	Rigger/Signal Person	\$55.62	15J	4V	8Y
King	Laborers	Rip Rap Person	\$54.62	15J	4V	8Y
King	Laborers	Rivet Buster	\$55.62	15J	4V	8Y
King	Laborers	Rodder	\$55.62	15J	4V	8Y
King	Laborers	Scaffold Erector	\$54.62	15J	4V	8Y
King	Laborers	Scale Person	\$54.62	15J	4V	8Y
King	Laborers	Sloper (Over 20)"	\$55.62	15J	4V	8Y
King	Laborers	Sloper Sprayer	\$54.62	15J	4V	8Y
King	Laborers	Spreader (Concrete)	\$55.62	15J	4V	8Y
King	Laborers	Stake Hopper	\$54.62	15J	4V	8Y
King	Laborers	Stock Piler	\$54.62	15J	4V	8Y
King	Laborers	Swinging Stage/Boatswain Chair	\$46.29	15J	4V	8Y

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	15J	4V	8Y
King	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	15J	4V	8Y
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	15J	4V	8Y
King	Laborers	Toolroom Person (at Jobsite)	\$54.62	15J	4V	8Y
King	Laborers	Topper	\$54.62	15J	4V	8Y
King	Laborers	Track Laborer	\$54.62	15J	4V	8Y
King	Laborers	Track Liner (Power)	\$55.62	15J	4V	8Y
King	Laborers	Traffic Control Laborer	\$49.50	15J	4V	9C
King	Laborers	Traffic Control Supervisor	\$52.45	15J	4V	9C
King	Laborers	Truck Spotter	\$54.62	15J	4V	8Y
King	Laborers	Tugger Operator	\$55.62	15J	4V	8Y
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	15J	4V	9B
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	15J	4V	9B
King	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	15J	4V	8Y
King	Laborers	Tunnel Work-Miner	\$57.41	15J	4V	8Y
King	Laborers	Tunnel Work-Miner	\$57.41	7A	4V	8Y
King	Laborers	Vibrator	\$55.62	15J	4V	8Y
King	Laborers	Vinyl Seamer	\$54.62	15J	4V	8Y
King	Laborers	Watchman	\$42.08	15J	4V	8Y
King	Laborers	Welder	\$55.62	15J	4V	8Y
King	Laborers	Well Point Laborer	\$55.62	15J	4V	8Y
King	Laborers	Window Washer/Cleaner	\$42.08	15J	4V	8Y
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	15J	4V	8Y
King	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	15J	4V	8Y
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	15J	4V	8Y
King	Landscape Construction	Landscape Operator	\$75.50	15J	11G	8X
King	Landscape Maintenance	Groundskeeper	\$17.87		1	
King	Lathers	Journey Level	\$68.19	15J	4C	
King	Marble Setters	Journey Level	\$63.32	7E	1N	
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E	
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E	
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E	
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E	
King	Millwright	Journey Level	\$69.74	15J	4C	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Modular Buildings	Cabinet Assembly	\$14.49		1	
King	Modular Buildings	Electrician	\$14.49		1	
King	Modular Buildings	Equipment Maintenance	\$14.49		1	
King	Modular Buildings	Plumber	\$14.49		1	
King	Modular Buildings	Production Worker	\$14.49		1	
King	Modular Buildings	Tool Maintenance	\$14.49		1	
King	Modular Buildings	Utility Person	\$14.49		1	
King	Modular Buildings	Welder	\$14.49		1	
King	Painters	Journey Level	\$47.70	6Z	2B	
King	Pile Driver	Crew Tender	\$62.69	15J	4C	
King	Pile Driver	Crew Tender/Technician	\$62.69	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	15J	4C	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	15J	4C	
King	Pile Driver	Journey Level	\$68.64	15J	4C	
King	Plasterers	Journey Level	\$64.14	7Q	1R	
King	Plasterers	Nozzleman	\$67.64	7Q	1R	
King	Playground & Park Equipment Installers	Journey Level	\$14.49		1	
King	Plumbers & Pipefitters	Journey Level	\$94.69	6Z	1G	
King	Power Equipment Operators	Asphalt Plant Operators	\$76.77	15J	11G	8X
King	Power Equipment Operators	Assistant Engineer	\$72.20	15J	11G	8X
King	Power Equipment Operators	Barrier Machine (zipper)	\$76.09	15J	11G	8X
King	Power Equipment Operators	Batch Plant Operator: concrete	\$76.09	15J	11G	8X
King	Power Equipment Operators	Boat Operator	\$76.87	7A	11H	8X
King	Power Equipment Operators	Bobcat	\$72.20	15J	11G	8X
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$72.20	15J	11G	8X
King	Power Equipment Operators	Brooms	\$72.20	15J	11G	8X
King	Power Equipment Operators	Bump Cutter	\$76.09	15J	11G	8X
King	Power Equipment Operators	Cableways	\$76.77	15J	11G	8X
King	Power Equipment Operators	Chipper	\$76.09	15J	11G	8X
King	Power Equipment Operators	Compressor	\$72.20	15J	11G	8X
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$72.20	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	15J	11G	8X
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	15J	11G	8X
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	15J	11G	8X
King	Power Equipment Operators	Conveyors	\$75.50	15J	11G	8X
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	7A	11H	8X
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150â€™ of boom (including jib with attachments)	\$77.63	7A	11H	8X
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250â€™ of boom including jib with attachments	\$78.44	7A	11H	8X
King	Power Equipment Operators	Cranes: 300 tons and over or 300â€™ of boom including jib with attachments	\$79.20	7A	11H	8X
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150â€™ of boom(including jib with attachments)	\$76.87	7A	11H	8X
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	7A	11H	8X
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators	Crusher	\$76.09	15J	11G	8X
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$76.09	15J	11G	8X
King	Power Equipment Operators	Derricks, On Building Work	\$76.77	15J	11G	8X
King	Power Equipment Operators	Dozers D-9 & Under	\$75.50	15J	11G	8X
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	15J	11G	8X
King	Power Equipment Operators	Drilling Machine	\$77.53	15J	11G	8X
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.20	15J	11G	8X
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	15J	11G	8X
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.50	15J	11G	8X
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	15J	11G	8X
King	Power Equipment Operators	Gradechecker/Stakeman	\$72.20	15J	11G	8X
King	Power Equipment Operators	Guardrail Punch	\$76.09	15J	11G	8X
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	15J	11G	8X
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$75.50	15J	11G	8X
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$76.09	15J	11G	8X
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$75.60	7A	11H	8X
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators	Leverman	\$78.33	15J	11G	8X
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators	Loaders, Plant Feed	\$76.09	15J	11G	8X
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$75.50	15J	11G	8X
King	Power Equipment Operators	Locomotives, All	\$76.09	15J	11G	8X
King	Power Equipment Operators	Material Transfer Device	\$76.09	15J	11G	8X
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	15J	11G	8X
King	Power Equipment Operators	Motor Patrol Graders	\$76.77	15J	11G	8X
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	15J	11G	8X
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	15J	11G	8X
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	15J	11G	8X
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	7A	11H	8X
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	11H	8X
King	Power Equipment Operators	Pavement Breaker	\$72.20	15J	11G	8X
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$76.09	15J	11G	8X
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$75.50	15J	11G	8X
King	Power Equipment Operators	Posthole Digger, Mechanical	\$72.20	15J	11G	8X
King	Power Equipment Operators	Power Plant	\$72.20	15J	11G	8X
King	Power Equipment Operators	Pumps - Water	\$72.20	15J	11G	8X
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	15J	11G	8X
King	Power Equipment Operators	Rigger and Bellman	\$72.30	7A	11H	8X
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	11H	8X
King	Power Equipment Operators	Rollagon	\$76.77	15J	11G	8X
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$72.20	15J	11G	8X
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$75.50	15J	11G	8X
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$76.09	15J	11G	8X
King	Power Equipment Operators	Saws - Concrete	\$75.50	15J	11G	8X
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$75.50	15J	11G	8X
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators	Service Engineers: Equipment	\$75.50	15J	11G	8X
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$72.20	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	15J	11G	8X
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	15J	11G	8X
King	Power Equipment Operators	Slipform Pavers	\$76.77	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators	Spreader, Toppersider & Screedman	\$76.77	15J	11G	8X
King	Power Equipment Operators	Subgrader Trimmer	\$76.09	15J	11G	8X
King	Power Equipment Operators	Tower Bucket Elevators	\$75.50	15J	11G	8X
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	11H	8X
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	7A	11H	8X
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$79.20	7A	11H	8X
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.77	15J	11G	8X
King	Power Equipment Operators	Trenching Machines	\$75.50	15J	11G	8X
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X
King	Power Equipment Operators	Welder	\$76.77	15J	11G	8X
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X
King	Power Equipment Operators	Yo Yo Pay Dozer	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$76.87	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150â€™ of boom (including jib with attachments)	\$77.63	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250â€™ of boom including jib with attachments	\$78.44	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300â€™ of boom including jib with attachments	\$79.20	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150â€™ of boom(including jib with attachments)	\$76.87	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$77.53	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.50	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$78.33	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$72.30	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$72.20	15J	11G	8X

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250â€™ in height from base to boom	\$79.20	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$75.50	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$76.77	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$76.09	15J	11G	8X
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A	
King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A	
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A	
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A	
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	6Z	1G	
King	Residential Brick Mason	Journey Level	\$63.32	7E	1N	
King	Residential Carpenters	Journey Level	\$36.44		1	
King	Residential Cement Masons	Journey Level	\$46.64		1	
King	Residential Drywall Applicators	Journey Level	\$68.19	15J	4C	
King	Residential Drywall Tapers	Journey Level	\$36.36		1	
King	Residential Electricians	Journey Level	\$48.80		1	
King	Residential Glaziers	Journey Level	\$28.93		1	
King	Residential Insulation Applicators	Journey Level	\$28.18		1	
King	Residential Laborers	Journey Level	\$29.73		1	
King	Residential Marble Setters	Journey Level	\$27.38		1	
King	Residential Painters	Journey Level	\$23.47		1	
King	Residential Plumbers & Pipefitters	Journey Level	\$94.69	6Z	1G	
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$90.01	6Z	1G	
King	Residential Sheet Metal Workers	Journey Level	\$91.83	7F	1E	
King	Residential Soft Floor Layers	Journey Level	\$51.91	5A	3J	
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	5C	2R	
King	Residential Stone Masons	Journey Level	\$63.32	7E	1N	
King	Residential Terrazzo Workers	Journey Level	\$58.71	7E	1N	
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	
King	Residential Tile Setters	Journey Level	\$21.04		1	
King	Roofers	Journey Level	\$59.05	5A	3H	
King	Roofers	Using Irritable Bituminous Materials	\$62.05	5A	3H	
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	7F	1E	
King	Sign Makers & Installers (Electrical)	Journey Level	\$53.62	0	1	
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$34.42	0	1	
King	Soft Floor Layers	Journey Level	\$54.41	5A	3J	
King	Solar Controls For Windows	Journey Level	\$14.49		1	
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$89.49	5C	1X	
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1	
King	Stone Masons	Journey Level	\$63.32	7E	1N	

Washington State Prevailing Wage – March 2022 Schedule

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1	
King	Surveyors	Assistant Construction Site Surveyor	\$75.60	7A	11H	8X
King	Surveyors	Chainman	\$72.30	7A	11H	8X
King	Surveyors	Construction Site Surveyor	\$76.87	7A	11H	8X
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$72.30	7A	11H	8X
King	Surveyors	Ground Penetrating Radar Operator	\$72.30	7A	11H	8X
King	Telecommunication Technicians	Journey Level	\$59.10	7E	1E	
King	Telephone Line Construction - Outside	Cable Splicer	\$38.27	5A	2B	
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	5A	2B	
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	5A	2B	
King	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	5A	2B	
King	Terrazzo Workers	Journey Level	\$58.71	7E	1N	
King	Tile Setters	Journey Level	\$58.71	7E	1N	
King	Tile, Marble & Terrazzo Finishers	Finisher	\$49.54	7E	1N	
King	Traffic Control Stripers	Journey Level	\$50.51	7A	1K	
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.95	15J	11I	8L
King	Truck Drivers	Asphalt Mix To 16 Yards	\$69.11	15J	11I	8L
King	Truck Drivers	Dump Truck	\$69.11	15J	11I	8L
King	Truck Drivers	Dump Truck & Trailer	\$69.95	15J	11I	8L
King	Truck Drivers	Other Trucks	\$69.95	15J	11I	8L
King	Truck Drivers - Ready Mix	Transit Mix	\$69.95	15J	11I	8L
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1	
King	Well Drillers & Irrigation Pump Installers	Oiler	\$14.49		1	
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1	

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

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

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Holiday Codes Continued

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.