SECTION 00 52 13
AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of Fort Bragg ("Owner") and Wahlund Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. Demolition existing wooden control building and construction of new control building.

B. Lining of raw water ponds and backwash storage ponds.

C. Demolition of old reactor clarifier

D. Rehabilitation of two filter treatment units.

E. New vertical turbine pump.

F. Modification to existing vertical turbine pumps.

G. Chemical metering pumps

H. Site grading and paving.

I. 16" piping in Cedar Street.

J. Modifications to finish water storage tank no. 2.

K. Include all electrical, control, instrumentation, piping, and related appurtenances as contained in the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Ft. Bragg Water Treatment Plant Rehabilitation project.

ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 520 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 563 days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Paragraph 4.03 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $10,550,380. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to 60 days after receipt, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay the remainder to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due as provided in the General Conditions shall bear interest at the maximum legal rate

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Wage Determination Schedule.
6. Statutory and Funding-Financing Entity Requirements.
7. Specifications as listed in the table of contents of the project manual (copy of list attached).
8. Drawings (not attached but incorporated by reference) consisting of 54 sheets with each sheet bearing the following general title: City of Fort Bragg Water Treatment Plant Rehabilitation Project.
9. Drawings listed on the attached sheet index.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

10. Addenda (numbers 1 to 3, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 331 to 402, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 26, 2024 (which is the Effective Date of the Contract).

Owner	Contractor:
City of Fort Bragg	Wahlund Construction, Inc.
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: 3/15/24	Date: 3/11/2024
Name: Isaac Whippy	Name: Ryan Wahlund
Title: City Manager	Title: VP of Operations
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: City Clerk	Title: Administrative Assistant
Address for giving notices:	Address for giving notices:
416 N Franklin Street	PO Box 6486
Fort Bragg, CA 95437	Eureka, CA 95502
Designated Representative:	Designated Representative:
Name: John Smith	Name: Bret Rinehart
Title: Director of Public Works	Title: Project Manager
Address:	Address:
416 N Franklin Street	690 Indianola Rd.
Fort Bragg, CA 95437	Eureka, CA 95503
Phone: 707-961-2823 ext 136	Phone: (707) 268-0150
Email: jsmith@fortbragg.com	Email:
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: 678993 *(where applicable)*
	State: CA

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

RESOLUTIONS BY UNANIMOUS CONSENT OF DIRECTORS OF WAHLUND CONSTRUCTION, INC., A CALIFORNIA CORPORATION AUTHORIZING RYAN WAHLUND TO ENTER INTO ORDINARY CONTRACTS ON BEHALF OF CORPORATION

The undersigned, all of the directors of Wahlund Construction, Inc., a California corporation, do, by this writing, consent to the following actions and adopt the following resolutions:

RESOLVED that Ryan Wahlund, the Vice-President of this corporation, is authorized from this date to enter into all ordinary contracts or execute any instrument in the name and on behalf of the corporation and to sign the name of the corporation to all such contracts.

This consent is executed in accordance with section 307 of the California Corporations Code and the bylaws of this corporation which authorize the taking of action by the board of directors by unanimous written consent without a meeting. This consent shall be filed with the secretary of the corporation.

Dated this twenty second (22nd) day of July, 2020.

Kenneth Wahlund, Director

Kelly Wahlund, Director

Ryan Wahlund, Director

RESOLUTION NO. 4771-*2024*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL ACCEPTING THE BID OF WAHLUND CONSTRUCTION, INC. AS THE LOWEST RESPONSIVE BID, AWARDING THE CONTRACT FOR THE WATER TREATMENT PLANT OVERHAUL PROJECT, CITY PROJECT NO. WTR-00017, TO WAHLUND CONSTRUCTION, INC., AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED $10,550,380) SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

WHEREAS, in accordance with California Public Contract Code 20164 and other applicable laws, the Water Treatment Overhaul Project, WTR-00017 (the "Project") was advertised for bid on November 22, 2023; and

WHEREAS, three (3) bids were received for this Project, one from Wahlund Construction, Inc. in the amount of $10,550,380.00, one from Clark Bros., Inc. for $12,114,250.00, and one from Terracon Constructors, Inc. for $10,673,821.00; and

WHEREAS, Bids from Wahlund Construction, Inc. and Terracon Constructors, Inc. were considered responsive and responsible, the bid from Clark Bros., Inc. was considered non-responsive due to insufficient bid documentation; and

WHEREAS, Wahlund Construction, Inc. is the low bidder and the City has confirmed that Wahlund Construction, Inc. has the proper license and experience and meets the necessary requirements to complete the Project as bid; and

WHEREAS, the Project *is exempt* pursuant to the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15301 & 15304 because the project involves negligible expansion of use and the proposed alterations are to preexisting facilities mainly involving repair and maintenance which do not expand the footprint of the site of the surrounding area; and

WHEREAS, final contractual approval is subject to City Manager and City Attorney approval of final contracts as to form; and

WHEREAS, grant funding in the amount of $11,099,340 was awarded by the California State Water Resources Control Board for this project; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The bid of Wahlund Construction, Inc. meets the requirements of the Project bid documents and is considered responsive.
2. Sufficient funds are available to complete the Project.
3. Wahlund Construction, Inc. has the proper licenses to complete the Project and based upon previous experience in completing similar projects, is a responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the Recitals set forth above are true and correct and are incorporated herein as findings.

NOW, THEREFORE, BE IT FURTHER RESOLVED that City Council of the City of Fort Bragg does hereby accept the bid of Wahlund Construction, Inc. for the Water Treatment Plant Overhaul Project, Project No. WTR-00017, and authorize the City Manager to execute same upon execution by Contractor (amount not to exceed $10,550,380.00).

The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Rafanan, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 26th day of February 2024, by the following vote:

AYES:	**Councilmembers Albin-Smith, Peters, Rafanan, Vice-Mayor Godeke, Mayor Norvell.**
NOES:	**None.**
ABSENT:	**None.**
ABSTAIN:	**None.**
RECUSED:	**None.**

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
City Clerk

SECTION 00 61 13.13
PERFORMANCE BOND

Contractor	**Surety**
Name: [Wahlund Construction, Inc.] Address *(Principal Place of business):* [P.O. Box 6486 Eureka, Ca. 95502-6486]	Name: [Travelers Casualty and Surety Company of America] Address *(principal place of business)*: [One Tower Square, Hartford, CT. 06183]
Owner	**Contract**
Name: [City of Fort Bragg] Mailing address *(principal place of business)*: [416 Franklin Street, Fort Bragg, Ca. 95437]	Description *(name and location)*: [Water Treatment Rehabilitation Project WTR-00017] Contract Price: [$10,550,380.00XX] Effective Date of Contract: [February 29th, 2024]

Bond

Bond Amount:[Ten million five hundred fifty thousand three hundred eighty and 00/100 ($10,550,380.00)]

Date of Bond: [March 6th, 2024]

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Wahlund Construction, Inc. *(Full formal name of Contractor)*	Travelers Casualty and Surety Company of America *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Ryan Wahlund *(Printed or typed)*	Name: Danika L. Mott *(Printed or typed)*
Title: V.P. of Operations	Title: Attorney In Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Jessica Wahlund *(Printed or typed)*	Name: Natalie Cady *(Printed or typed)*
Title: Administrative Assistant	Title: Commercial Lines Assistant

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Humboldt)

On 3/6/24 before me, JACQUELINE L. SMITH, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Danika L. Mott
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JACQUELINE L. SMITH
Notary Public - California
Humboldt County
Commission # 2369668
My Comm. Expires Aug 4, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Danika L. Mott** of **EUREKA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **March**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 61 13.16
PAYMENT BOND

Contractor	**Surety**
Name: [Wahlund Construction, Inc.] Address *(principal place of business)*: [P.O. Box 6486, Eureka, Ca. 95502-6486]	Name: [Travelers Casualty and Surety Company of America] Address *(principal place of business)*: [One Tower Square, Hartford, CT. 06183]
Owner	**Contract**
Name: [City of Fort Bragg] Mailing address *(principal place of business)*: [416 N. Franklin Street, Fort Bragg, Ca. 95437]	Description *(name and location)*: [Water Treatment Rehabilitation Project WTR-00017] Contract Price: [$10,550,380.00] Effective Date of Contract: [February 29th,2024]

Bond

Bond Amount:[Ten million five hundred fifty thousand three hundred eighty and 00/100 ($10,550,380.00)]

Date of Bond: [March 6th, 2024

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Wahlund Construction, Inc. *(Full formal name of Contractor)*	Travelers Casualty and Surety Company of America *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Ryan Wahlund *(Printed or typed)*	Name: Danika L. Mott *(Printed or typed)*
Title: V.P. of Operations	Title: Attorney In Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Jessica Wahlund *(Printed or typed)*	Name: Natalie Cady *(Printed or typed)*
Title: Administrative Assistant	Title: Commercial Lines Assistant

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Humboldt)

On 3/6/24 before me, JACQUELINE L. SMITH, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Danika L. Mott
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JACQUELINE L. SMITH
Notary Public - California
Humboldt County
Commission # 2369668
My Comm. Expires Aug 4, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Danika L. Mott** of **EUREKA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **March**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

MAINTENANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to Wahlund Construction, Inc., (designated as the "PRINCIPAL") a contract for the Water Treatment Plant Rehabilitation Project, Project No. WTR-00017, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned Travelers Casualty and Surety Company of America, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of One million fifty-five thousand thirty-eight 00/100XX Dollars ($1,055,038.00XX), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this 7th day of March, 2024 the name and corporate seals

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL
Wahlund Construction, Inc.

By: _____

(Acknowledgement)

Title: VP of Operations

(Corporate Seal)

SURETY
Travelers Casualty and Surety Company of America

By: _____
Danika L. Mott(Attorney-in-fact)

(Acknowledgement)

Title: Attorney In Fact

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Humboldt)

On 3/7/24 before me, JACQUELINE L. SMITH, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Danika L. Mott
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JACQUELINE L. SMITH
Notary Public - California
Humboldt County
Commission # 2369668
My Comm. Expires Aug 4, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Danika L. Mott** of **EUREKA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **March**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

00 72 13 General Conditions

STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1

1.01 Defined Terms 1

1.02 Terminology 6

Article 2—Preliminary Matters 7

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7

2.02 Copies of Documents 7

2.03 Before Starting Construction 7

2.04 Preconstruction Conference; Designation of Authorized Representatives 8

2.05 Acceptance of Schedules 8

2.06 Electronic Transmittals 8

Article 3—Contract Documents: Intent, Requirements, Reuse 9

3.01 Intent 9

3.02 Reference Standards 9

3.03 Reporting and Resolving Discrepancies 10

3.04 Requirements of the Contract Documents 10

3.05 Reuse of Documents 11

Article 4—Commencement and Progress of the Work 11

4.01 Commencement of Contract Times; Notice to Proceed 11

4.02 Starting the Work 11

4.03 Reference Points 11

4.04 Progress Schedule 12

4.05 Delays in Contractor's Progress 12

Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 13

5.01 Availability of Lands 13

5.02 Use of Site and Other Areas 14

5.03 Subsurface and Physical Conditions 15

5.04 Differing Subsurface or Physical Conditions 16

5.05 Underground Facilities 17

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 21
6.01 Performance, Payment, and Other Bonds 21
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 25
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 27
7.03 Labor; Working Hours 27
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 28
7.06 Substitutes 29
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 33
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 35
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 39
Article 8—Other Work at the Site 40
8.01 Other Work 40
8.02 Coordination 41
8.03 Legal Relationships 41
Article 9—Owner's Responsibilities 42

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.01 Communications to Contractor 42
9.02 Replacement of Engineer 42
9.03 Furnish Data 42
9.04 Pay When Due 42
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 43
9.09 Limitations on Owner's Responsibilities 43
9.10 Undisclosed Hazardous Environmental Condition 43
9.11 Evidence of Financial Arrangements 43
9.12 Safety Programs 43
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 44
10.04 Engineer's Authority 44
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 45
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 46
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 47
11.07 Change of Contract Price 47
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 50
Article 12—Claims 50

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

12.01 Claims 50
Article 13—Cost of the Work; Allowances; Unit Price Work 51
13.01 Cost of the Work 51
13.02 Allowances 55
13.03 Unit Price Work 55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 56
14.01 Access to Work 56
14.02 Tests, Inspections, and Approvals 56
14.03 Defective Work 57
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 58
14.06 Owner May Stop the Work 58
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 59
15.01 Progress Payments 59
15.02 Contractor's Warranty of Title 62
15.03 Substantial Completion 62
15.04 Partial Use or Occupancy 63
15.05 Final Inspection 64
15.06 Final Payment 64
15.07 Waiver of Claims 65
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 67
16.03 Owner May Terminate for Convenience 68
16.04 Contractor May Stop Work or Terminate 68
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 69
18.01 Giving Notice 69
18.02 Computation of Times 69
18.03 Cumulative Remedies 70

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.04 Limitation of Damages 70
18.05 No Waiver 70
18.06 Survival of Obligations 70
18.07 Controlling Law 70
18.08 Assignment of Contract 70
18.09 Successors and Assigns 70
18.10 Headings 70

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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 articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and 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.

B. 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 and as fiduciary for other insureds, 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 Paragraph 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.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
   1. A mutually acceptable fixed fee; or
   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
      c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties 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, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor 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. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: 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 Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties 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 or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner'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 Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SECTION 00 73 01
SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
Article 2— Preliminary Matters 2
Article 3— Contract Documents: Intent, Requirements, Reuse 2
Article 4— Commencement and Progress of the Work 3
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions 4
Article 6— Bonds and Insurance 4
Article 7— Contractor's Responsibilities 7
Article 8— Other Work at the Site 10
Article 9— Owner's Responsibilities 10
Article 10— Engineer's Status During Construction 10
Article 11— Claims 10
Article 12— Cost of Work; Allowances, Unit Price Work 12
12.01 Cost of the Work 12
Article 13— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 12
Article 14— Payments to Contractor, Set Offs; Completions; Correction Period 12
Article 15— Suspension of Work and Termination 13
Article 16— Final Resolutions of Disputes 13
Article 17— Miscellaneous 15

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS

OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms, if any, used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The paragraph address system used in these Supplementary Conditions is the same as the paragraph address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.16 Add the following to Paragraph 1.01.A.16:

When the Project is to be constructed under multiple direct Contracts awarded by the Owner, the term “Contractor” shall mean the appropriate prime contractor. Whenever a specific prime Contractor is referred to, terms such as “General Contractor”, “Electrical Contractor”, “Plumbing Contractor”, “HVAC Contractor”, or other appropriate Contract-indicating term will be used.

SC-1.01.A.40 Add the following to Paragraph 1.01.A.40:

Trucking, shipping, delivery firms, consultants, and entities performing testing or inspection retained by Contractor or any Subcontractor are considered to be Subcontractors.

SC-1.01.A.45 Add the following to Paragraph 1.01.A.45:

Entities that rent construction equipment or machinery, but are not incorporated into the Work, are considered to be Suppliers. If such rental entity furnishes both equipment and one or more personnel to operate and maintain the equipment, such entity is a Subcontractor.

SC-101.A.51 Add the following to Paragraph 1.01.A.50:

American Iron and Steel (AIS) Requirements – Compliance with the AIS Requirements for this project are described in attachments of these contract documents.

SC-101.A.52 Add the following to Paragraph 1.01.A.51:

Davis Bacon Requirements – Compliance with Davis Bacon Requirements for this project are described in attachments of these contract documents.

SC-101.A53 Add the following to Paragraph 1.01.A.52:

Disadvantaged Business Enterprise Requirements – Compliance with the Disadvantaged Business Enterprise Requirements for this project are described in attachments of these contract documents.

SC-1.01.A.54 Add the following to Paragraph 1.01.A.52:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A to read as follows:

Owner shall furnish to Contractor two paper copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor two paper copies of conformed Contract Documents incorporating and integrating all Addenda and amendments, if any, negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional paper copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete in its entirety Paragraph 2.06.B and replace with the following new paragraph:

B. *Electronic Document Protocol*: Comply with Specifications Section 01 31 26 – Electronic Communication Protocols.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

SC-3.01 Add the following new paragraphs immediately after Paragraph 3.01.E:

F. The Specifications and other verbal components of the Contract Documents may vary in form, format, and style. Some Specification sections are written in varying degrees of streamlined or declarative style and some Specifications sections may, in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

comparison, employ a more-narrative style. Omissions of such words and phrases as "Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined language in the Contract Documents. Omitted words and phrases are incorporated by inference. Similar types of provisions may appear in various parts of a Specifications section or elsewhere in the Contract Documents. Contractor shall not attempt to take advantage of any variation of form, format or style in Change Proposal(s) and Claim(s).

G. Cross referencing of Specification sections in a Specifications section's heading "Related Sections includes, but are not necessarily limited to: "and elsewhere within each Specifications section is provided as an aid and convenience to Contractor. Contractor shall not rely on cross referencing indicated and is responsible for coordinating the entire Work and providing a complete Project whether or not cross referencing is provided in each Specifications section or whether or not cross referencing is complete.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Table SC-4.05-C-1—Foreseeable Bad Weather Days.

2) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Table SC-4.05.C-1—Foreseeable Bad Weather Days, will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Table SC-4.05.C-1—Foreseeable Bad Weather Days

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Notes:
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.04.A Add the following new paragraph immediately after Paragraph 5.04.A.4:

5. Contractor encounters human remains, recognizes the existence of burial markers, archaeological sites, historical sites, artifacts of potential archaeological or historical interest, or wetlands not shown or indicated in the Contract Documents, Contractor shall immediately cease operations that may disturb such area(s) and secure the adjacent Work; and Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations (Contractor shall continue to suspend such operations until otherwise instructed by Owner but shall continue with all other operations that do not affect those remains or features);

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond 2018 edition.

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond 2018 edition.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Policy limit	$1,000,000.00

E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO)

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$5,000,000.00
Products—Completed Operations Aggregate	$5,000,000.00
Personal and Advertising Injury	$5,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$5,000,000.00

I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000.00

J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$5,000,000.00
General Aggregate	$5,000,000.00

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.02 *Supervision and Superintendence*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SC-7.02 Add the following to Paragraph 7.02, following Paragraph 7.02.B:

C. Unless Owner otherwise agrees in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8:00 AM – 4:30 PM.
2. Owner's legal holidays are:

New Year's Day (January 1).

Birthday of Martin Luther King, Jr. (Third Monday in January).

Washington's Birthday (Third Monday in February).

Memorial Day (Last Monday in May).

Independence Day (July 4).

Labor Day (First Monday in September).

Columbus Day (Second Monday in October).

Veterans Day (November 11).

Thanksgiving Day (Fourth Thursday in November).

Christmas Day (December 25).

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "…all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday." The balance of Paragraph 7.03.C remains unchanged except for the foregoing.

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. Contractor shall be responsible for the cost of overtime (premium) pay and other expense incurred by Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.04 *Services, Materials, and Equipment*

SC 7.04.D. Add the following new subparagraphs immediately after Paragraph 7.04 C:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. Contractor's bid price for any equipment offered shall include the cost of making any necessary changes subject to the approval of Engineer.

SC-7.05 *"Or Equals"*

SC-7.05.A Amend the third sentence of the paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted.

SC-7.05.A.1 Amend the last sentence of Paragraph a.3 by striking out "and:" and adding a period at the end of Paragraph a.3.

SC-7.05.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC-7.07 *Concerning Subcontractors, Suppliers and Others*

SC 7.07.A Amend Paragraph 7.07A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC 7.07.B Delete Paragraph 7.07B in its entirety and insert the following in its place:

[Deleted]

SC 7.07.E Amend the second paragraph of Paragraph 7.07E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that"

SC- 7.09 *Permits*

SC-7.09 Add a new paragraph immediately after Paragraph GC-7.09.A. which is to read as follows:

A. In those instances where a certificate of occupancy must be obtained before the Work under this Contract can be occupied and placed into service by Owner, it shall be the responsibility of Contractor to arrange, coordinate, and pay any costs of obtaining said certificate."

SC-7.13 *Safety and Protection*

SC-7.13 Add the following new paragraph immediately after Paragraph 7.13.G:

A. For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

7.13 *Safety and Protection*

SC-7.13 Add the following new paragraph immediately after Paragraph 7.13.G:

A. For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

7.14 *Hazard Communication Programs*

SC-7.14 Add the following new paragraph immediately after Paragraph 7.14.A:

B *Single Prime Contract*: Contractor shall be responsible for coordinating exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations. Contractor shall provide a centralized location for the maintenance of the safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" (OSR) to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CLAIMS

SC-12.01 Add the following new paragraph immediately after paragraph 12.01.G:

A. If this is a "Public Works Contract" as defined in Section 22200 of the California Public Contract Code, claims shall be resolved pursuant to Section 9204 of the California Public Contract Code. Key provisions of that section are summarized as follows:

1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

b. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

2. Payment of an amount that is disputed by the public entity.

3. Upon receipt of a claim pursuant to this section, Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subdivision.

4. Contactor shall furnish reasonable documentation to support the claim.

5. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Owner issues its written statement.

6. If Contractor disputes Owner's written response, or if Owner fails to respond to a claim, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

7. Within 10 business days following the conclusion of the meet and confer conference , if the claim or any portion of the claim remains in dispute, Owner shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Owner issues its written statement, Any undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation with the public entity and Contractor sharing the associated costs equally. If the mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

8. Failure by Owner to respond to a claim from Contractor within the time periods described herein or to otherwise meet the time requirements of this section shall result in the claim being rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

9. Amounts not paid in a timely manner as required by this section shall bear interest at the maximum legal rate.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 12—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

12.01 *Cost of the Work*

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

C. Construction Equipment and Machinery:

1. Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2. Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Caltrans Labor Surcharge & Equipment Rental Rate Book. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

13.02 Allowances

SC-13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 14—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01.B Amend the second sentence of Paragraph 15.01.B.2 by striking out the following text::

"a bill of sale, invoice, or other."

15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

15.02 *Contractor's Warranty of Title*

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text:

"no later than 7 days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

15.06 *Final Payment*

SC-15.06.E Delete Paragraph 15.06.E in its entirety and insert the following in its place:

E. Thirty-five days after the filing of a Notice of Completion with the County Recorder and after presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

15.07 Waiver of Claims

SC-15.07.B. Amend Paragraph 15.07.B to state "The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner and/or Engineer other than those pending matters that have been duly submitted or appealed under the provisions of Article 17."

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 16—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be concurrently sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or, if no specified time is applicable, within a reasonable time after the matter in question has arisen, and in no event will any such demand be

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitration will be held in the same municipality as the Owner's principal office location, or other, as directed by the Owner.

D. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

E. The Arbitrator(s) will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

F. The award of the arbitrator(s) must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

G. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

H. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

I. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

J. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 17—MISCELLANEOUS

SC-18.11 Add a new paragraph immediately after Paragraph 18.10:

SC-18.11 *Confidential Information*

A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.

B. The following information is not subject to the above confidentiality requirements:

1. information in the public domain through no action of Contractor in breach of the Contract Documents; or

2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or

3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18.12 Add a new paragraph immediately after Paragraph 18.11, to read as follows:

SC-18.12 *Publicity*

A. Contractor shall not disclose to any third party the nature of its Work on the Project, nor engage in publicity or public media disclosures with respect to the Project without the prior written consent of Owner.

SC-19 Add new article immediately after Article 18, to read as follows:

ARTICLE 19 – CALIFORNIA STATE REQUIREMENTS

SC-19.01 *Registration with the California Department of Industrial Relations*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A. This project is a “public works” project as defined in California Labor Code Section 1720 through 1743. In accordance with California Labor Code Article 1725.5, Contractor and all subcontractors are required to be registered with the California Department of Industrial Relations (DIR) in order to bid or be listed on a bid and/or work on a public works project.

SC-19.02 *Antitrust Claim Settlement*

A. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

SC-19.03 *Utilities*

A. Contractor shall be responsible for marking all excavations and notifying Underground Service Alert (USA) at least 48 hours before digging and follow all other provisions of California Government Code Sections 4216 through 4216.9. Contractor shall maintain an active USA ticket number for the entire duration of the excavation.

B. Unless otherwise indicated in the Contract Documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the Work, provided, that should the Contractor in the performance of the Work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for all costs of locating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Contract Documents.

ARTICLE 20 - FUNDING-FINANCING ENTITY REQUIREMENTS

SC-20.1 *Funding-Financing Entity Requirements*

A. This project is receiving funding and/or financing from the Drinking Water State Revolving Fund (DWSRF), therefore Contractor shall comply with procedures and requirements set forth in Section 00 73 73.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This page is intentionally blank.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

FUNDING ENTITY REQUIREMENT NO. 5 - David Bacon Wage Rate Determination, comprised of 23 pages

"General Decision Number: CA20230004 06/23/2023

Superseded General Decision Number: CA20220004

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	03/17/2023
3	03/31/2023
4	06/23/2023

ASBE0016-005 02/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
(1) Mendocino County	$ 62.26	23.82
(2) Del Norte, Humboldt, Lake Counties	$ 62.26	23.82

ASBE0016-006 01/01/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 30.45	10.60

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-006 05/01/2022

	Rates	Fringes
BRICKLAYER	$ 53.69	26.03

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-013 04/01/2022

	Rates	Fringes
TILE FINISHER		
Del Norte & Humboldt Counties	$ 33.86	17.74
Lake & Mendocino Counties	$ 31.89	17.18
TILE LAYER		
Del Norte & Humboldt Counties	$ 55.41	20.87
Lake & Mendocino Counties	$ 52.28	20.79

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0751-002 07/01/2021

Del Norte, Humboldt, Lake and Mendocino Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

---

* ELEC0551-001 06/01/2023

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 56.92	30.16

TUNNEL WORK: Add $0.50 per hour.

---

* ELEC0551-002 06/01/2023

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Electricians:	$ 56.92	30.16

TUNNEL WORK: Add $0.50 per hour.

ELEC1245-002 06/01/2022

HUMBOLDT, LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ENGI0003-014 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 51.42	31.15
GROUP 2	$ 49.89	31.15
GROUP 3	$ 48.41	31.15
GROUP 4	$ 47.03	31.15
GROUP 5	$ 45.76	31.15
GROUP 6	$ 44.44	31.15
GROUP 7	$ 43.30	31.15
GROUP 8	$ 42.16	31.15
GROUP 8-A	$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		

GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 47.52 31.15
GROUP 1-A.....$ 49.99 31.15
GROUP 2.....$ 46.26 31.15
GROUP 3.....$ 44.93 31.15
GROUP 4.....$ 43.79 31.15
GROUP 5.....$ 42.65 31.15
UNDERGROUND:
GROUP 1.....$ 47.42 31.15
GROUP 1-A.....$ 49.89 31.15
GROUP 2.....$ 46.16 31.15
GROUP 3.....$ 44.83 31.15
GROUP 4.....$ 43.69 31.15
GROUP 5.....$ 42.55 31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;

Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal

full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-004 01/01/2023

DEL NORTE COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 41.00	33.70

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-005 01/01/2023

HUMBOLDT, LAKE and MENDOCINO COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 03/04/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Area 1	$ 35.25	27.09
Area 2	$ 34.25	27.09

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0261-006 07/01/2022

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.54	25.21

FOOTNOTE: Refractory work where heat-protective clothing is required: $2.00 per hour additional.

LABO0324-003 06/28/2021

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-005 06/25/2018

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications

Laborers: (GUNITE)		
GROUP 1	$ 28.35	18.66
GROUP 2	$ 27.85	18.66
GROUP 3	$ 27.26	18.66
GROUP 4	$ 27.14	18.66
Laborers: (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20
Landscape Laborer (Gardeners, Horticultural & Landscape Laborers)		
Establishment Warranty Period	$ 23.23	23.20
New Construction	$ 29.54	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): $0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-007 06/25/2018

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-009 07/01/2022

DEL NORTE, HUMBOLDT, LAKE, MENDOCINO, NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.84	25.91

FOOTNOTE: Refractory work where heat-protective clothing is required: $2.00 per hour additional.

PAIN0016-021 01/01/2023

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

---

* PAIN1034-001 06/01/1993

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 13.35 **	2.94
Sandblaster, spray, structural steel & swing stage	$ 13.60 **	2.94

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-004 07/01/2022

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utliity Fitter)	$ 69.70	33.15
PLUMBER		
Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 69.70	46.38
All other work - NEW CONSTRUCTION RATE	$ 82.00	48.18

PLUM0355-005 07/01/2022

DEL NORTE AND HUMBOLDT COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

SHEE0104-016 06/29/2020

	Rates	Fringes
SHEET METAL WORKER		
Mechanical contracts $200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without

auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

SECTION 00 73 73
FUNDING-FINANCING ENTITY REQUIREMENTS

Bound following this page are requirements of entities that are furnishing funding or financing for the Project. These documents are part of the Contract Documents and consist of this page and the following:

Funding or Financing Entity Requirements:

1. Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Enterprise Requirements, comprised of 12 pages.
2. Implementation of American Iron and Steel (AIS) provisions of P.L. 113-76 and Contractor's Certification Letter, comprised of 21 pages.
3. Executive Order N-6-22 and Attestation of Compliance with Economic Sanctions in Response to Russia's actions in Ukraine, comprised of 5 pages.
4. Davis Bacon Requirements for DWSRF Projects, comprised of 10 pages.
5. David Bacon Wage Rate Determination, comprised of 23 pages.
6. Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, comprised of 7 pages.

FUNDING ENTITY REQUIREMENT NO. 1 - Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Enterprise Requirements, comprised of 12 pages

California State Water Resources Control Board
Division of Financial Assistance
1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: http://www.waterboards.ca.gov

Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	**DBE Sub-Contractor Participation Form**	**As Needed to Report Issues**	**Recipient**	**Sub-contractor**	**EPA DBE Coordinator**
SWRCB Form 4500-3 or EPA Form	**DBE Sub-Contractor Performance Form**	**Include with Bid or Proposal Package**	**Prime Contractor**	**Sub-Contractor**	**SWRCB by Recipient**
SWRCB Form 4500-4 or EPA Form	**DBE Sub-Contractor Utilization Form**	**Include with Bid or Proposal Package**	**Recipient**	**Prime Contractor**	**SWRCB by Recipient**

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.

2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.

3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

- Information retained on the Bidder's List must include the following:
    1. Entity's name with point of contact;
    2. Entity's mailing address and telephone number;
    3. The project description on which the entity bid or quoted and when;
    4. Amount of bid/quote; and
    5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-6952 barbara.august@waterboards.ca.gov

US EPA, Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

This page intentionally left blank.

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name	Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity	

Contract Item Number	**Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies**	**Amount Received by Prime Contractor**

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:
Mr. Joe Ochab, DBE Coordinator
US EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)

CALIFORNIA Water Boards

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name
Gregg Simpson Trucking		City of Fort Bragg Water Treatment Plant Rehabilitation
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
WTR-00017	unknown	Amanda Devereux
Address		
250 Lake Mendocino Dr. Ukiah, CA 95482		
Telephone No.		Email Address
(707)489-3262		gregg.simpson@comcast.net
Prime Contractor Name		Issuing/Funding Entity
Wahlund Construction, Inc.		CA Drinking Water State Revolving Fund

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
3,4,5,8,9,10, 11,12,13,14, 16,17	Trucking/Hauling for these bid items	$181,500.00

DBE Certified By: [DOT] SBA

Other: _____

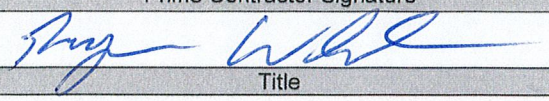
Meets/exceeds EPA certification standards?

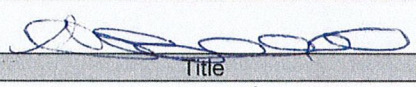
[YES] NO Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Ryan Wahlund
Title	**Date**
VP of Operations	1/22/2024

Subcontractor Signature	Print Name
	Amanda Devereux
Title	**Date**
Manager. Gregg Simpson Trucking	01/22/2024

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

CALIFORNIA Water Boards

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractor's[2] and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Wahlund Construction, Inc.		City of Fort Bragg Water Treatment Plant Rehabilitation
Bid / Proposal No.	**Assistance Agreement ID No. (if known)**	**Point of Contact**
WTR-00017	unknown	Ryan Wahlund
Address		
690 Indianola Rd. Eureka, CA 95503		
Telephone No.		**Email Address**
(707)268-0150		ryan@wahlcon.com
Issuing/Funding Entity		
CA Drinking Water State Revolving Fund		

I have identified potential DBE certified subcontractors. [YES] NO

If *yes*, please complete the table below. If *no*, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Gregg Simpson Trucking	250 Lake Mendocino Dr. Ukiah, CA 95482 (707)489-3262 ; gregg.simpson@comcast.net	$181,500.00	YES

--Continue on back if needed--

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Ryan Wahlund
Title	**Date**
VP of Operations	1/22/2024

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS (CASRF)
FORM UR-334

1. Grant/Finance Agreement Number:	2. Annual Reporting Period 10/1/___ through 09/30/_	3. Purchase Period of Financing Agreement:
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: $		
5. Recipient's Name and Address:	6. Recipient's Contact Person and Phone Number:	

7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:

Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	**WBE**			

8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:
9. Initial here if all procurements for this contract are completed:
10. Comments:

11. Signature and Title of Recipient's Authorized Representative	12. Date

Email Form UR-334 to:

DrinkingWaterSRF@waterboards.ca.gov OR CleanWaterSRF@waterboards.ca.gov

Questions may be directed to:

Barbara August, SWRCB
Barbara.August@waterboards.ca.gov
Phone: (916) 341-6952
Fax: (916) 327-7469

****Procurement Type:**
1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS

INSTRUCTIONS FOR COMPLETING FORM UR-334

Box 1 Grant or Financing Agreement Number.

Box 2 Annual reporting period.

Box 3 Enter the dates between which you made procurements under this financing agreement or grant.

Box 4 Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.

Box 5 Enter Recipient's Name and Address.

Box 6 Enter Recipient's Contact Name and Phone Number.

Box 7 Enter details for the **DBE purchases only** and be sure to limit them to the current period. 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column

Box 8 Initial here if no DBE contractors or sub-contractors were paid during this reporting period.

Box 9 Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.

Box 10 This box is for explanatory information or questions.

Box 11 Provide an authorized representative signature.

Box 12 Enter the date form completed.

FUNDING ENTITY REQUIREMENT NO. 2 - Implementation of American Iron and Steel (AIS) provisions of P.L. 113-76 and Contractor's Certification Letter, comprised of 21 pages

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ‘‘iron and steel products’’ means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ‘‘Administrator’’) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

THIS PAGE INTENTIONALLY LEFT BLANK

CONTRACTOR'S CERTIFICATION

Attestation of Compliance with American Iron and Steel Requirements provision of P.L. 113-76, Consolidated Appropriations Act, 2014

Date: March 7, 2024

RE: Water Treatment Plant Rehabilitation Project
City of Fort Bragg
Wahlund Construction, Inc.

The Contractor acknowledges to and for the benefit of the City of Fort Bragg ("Purchaser") and the California State Water Resources Control Board (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as
"American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Wahlund Construction, Inc.
Name of Construction Company (PRINT)

By Authorized Representative (SIGNATURE)

VP of Operations
Title

THIS PAGE INTENTIONALLY LEFT BLANK

FUNDING ENTITY REQUIREMENT NO. 3 - Executive Order N-6-22 and Attestation of Compliance with economic sanctions in response to Russia’s actions in Ukraine, comprised of 5 pages

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-22

WHEREAS California has a strong commitment to fundamental rights and freedoms at home and around the world; and

WHEREAS the Russian Federation (Russia) has mounted aggressive, unlawful, and violent actions against Ukraine and its people, flouting these fundamental rights and freedoms; and

WHEREAS Russia's attacks on Ukraine and its people have significantly escalated since 2014, despite significant diplomatic efforts by the United States and its partners and allies to stop Russian aggression; and

WHEREAS on February 21, 2022, United States President Joseph R. Biden Jr. issued Executive Order 14065 finding that Russia's purported recognition of the so-called Donetsk People's Republic or Luhansk People's Republic regions of Ukraine contradicts Russia's commitments under the 2014 Minsk cessation of hostility agreements and further threatens the peace, stability, sovereignty, and territorial integrity of Ukraine; and

WHEREAS Executive Order 14065 expands upon a number of previous Executive Orders related to Russia's mounting actions to undermine the sovereignty and territorial integrity of Ukraine, including Executive Orders 13660, 13661, 13662, 13685, and 13849, and further federal actions may follow; and

WHEREAS on February 24, 2022, Russia launched a large-scale invasion of the sovereign nation of Ukraine and continues to conduct a lawless assault on the Ukrainian government and people; and

WHEREAS California joins the United States and other nations, states, and localities in condemning Russia's attacks on Ukraine and its people as an assault on fundamental international rules and norms that have prevailed since the Second World War; and

WHEREAS President Biden and American allies and partners around the world have announced significant economic sanctions on key Russian institutions and banks and on the architects of this war of choice, including Russian President Vladimir Putin, among others; and

WHEREAS California is proud to be home to one of the largest Ukrainian populations in the United States, and continues to stand with the government and people of Ukraine, who have fought with incredible bravery to defend their country and freedom; and

WHEREAS California supports President Biden's efforts to hold Russia accountable for violating Ukrainian sovereignty, for its disregard for the lives and well-being of the Ukrainian people, and for its hostility to freedom and democracy; and

WHEREAS thousands of Russian citizens have courageously taken to the streets to protest their government's lawless invasion of Ukraine, and many

Californian immigrants from Russia and Californians of Russian descent have marched in solidarity with these Russian protestors; and

WHEREAS California's National Guard and the U.S. government have had a nearly three-decade relationship with Ukraine working to support its Ministry of Defense, Ministry of Interior, and Armed Forces by providing military equipment and training as well as humanitarian assistance, from helping to renovate schools and providing school supplies to volunteering at orphanages; and

WHEREAS over the last twenty years, the Office of Emergency Services, along with the California National Guard and the California Emergency Medical Services Authority, has provided training and conducted exercises with the Ukrainian Ministry of Defense and Armed Forces on utilizing the Emergency Management and Incident Command System; and

WHEREAS California, which has a long history of welcoming Ukrainian and other refugees, will continue to support resettlement, in partnership with the federal government, of those seeking safety and freedom from Russia's aggression in Ukraine; and

WHEREAS according to UN agencies, Russian aggression since 2014 has internally displaced 1.5 million Ukrainians, caused an estimated 50,000 casualties, and destabilized the region, and its recent invasion of Ukraine threatens to create Europe's largest refugee crisis in decades, with more than a million refugees fleeing Ukraine in the last week; and

WHEREAS many companies in California have taken steps to limit economic transactions with Russia and Russian entities, to combat misinformation about Russia's actions in Ukraine, and to support the government and people of Ukraine; and

WHEREAS California calls upon businesses, non-governmental organizations, and public entities in the State to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All agencies and departments subject to my authority shall review all contracts for commodities, services, and technology to determine whether they comply with existing economic sanctions; and

2. All agencies and departments subject to my authority shall terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions, and shall refrain from entering into any new contracts with such individuals or entities while economic sanctions are in effect; and

3. All agencies and departments subject to my authority shall notify all contractors and grantees of their obligations to comply with economic sanctions within 45 days of this Order, and the Department of General Services and the Department of Technology shall provide guidance on such communications within 14 days of this Order; and

4. All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at $5 million or more, to report to the agency or department regarding their compliance with economic sanctions; and

5. All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at $5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine; and

6. The Department of General Services and Department of Technology shall issue procurement guidance to agencies and departments regarding compliance with economic sanctions and supporting Ukrainian businesses to the extent permitted by state law.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2022.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

THIS PAGE INTENTIONALLY LEFT BLANK

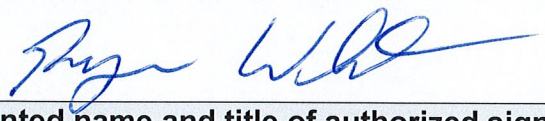
COMPLIANCE WITH ECONOMIC SANCTIONS

IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at $5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

1) ATTESTATION OF COMPLIANCE:

Having conducted a good faith review, I attest that Wahlund Construction, Inc. (Contractor name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Provider Name (Printed):	**Contract Number (s):**
Wahlund Construction, Inc. (Contractor)	WTR-00017
By (Authorized Signature):	
	
Printed name and title of authorized signor:	
Ryan Wahlund, VP of Operations	
Date of Signed Attestation of Compliance:	3/11/2024

2) REPORT OF ACTIONS/STEPS TAKEN:

Attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the EO. *Please note that responses may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.*

THIS PAGE INTENTIONALLY LEFT BLANK

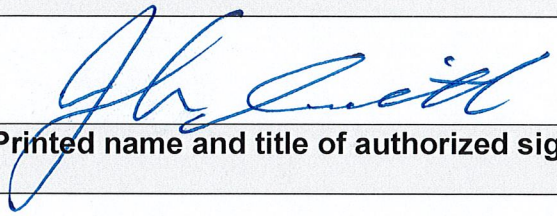
COMPLIANCE WITH ECONOMIC SANCTIONS

IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at $5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

1) ATTESTATION OF COMPLIANCE:

Having conducted a good faith review, I attest that The City Of Fort Bragg (agency name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Provider Name (Printed):	**Contract Number (s):**
City of Fort Bragg (grantee)	WTR-00017
By (Authorized Signature):	
	
Printed name and title of authorized signor:	
John Smith, Director of Public Works	
Date of Signed Attestation of Compliance:	3/7/2024

2) REPORT OF ACTIONS/STEPS TAKEN:

Attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the EO. *Please note that responses may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.*

CITY OF FORT BRAGG
416 N. FRANKLIN, FORT BRAGG, CA 95437
PHONE 707/961-2823 FAX 707/961-2802

MEMORANDUM

DATE: March 7, 2024

SUBJECT: Response to Russia's actions in Ukraine

On April 11, 2022 the Fort Bragg City Council presented a proclamation titled "Supporting and standing in solidarity with the people of Ukraine"

Attachments:

Exhibit A – City Council agenda

Exhibit B – Proclamation

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

City of Fort Bragg

Meeting Agenda

City Council

THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY

Monday, April 11, 2022 | **6:00 PM** | **Town Hall, 363 N. Main St. and Via Video Conference**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ZOOM WEBINAR INVITATION

This meeting is being presented in a hybrid format, both in person at Town Hall and via Zoom.

Please click the link below to join the Zoom webinar:
https://us06web.zoom.us/j/88676333153
*Or Telephone: +1 346 248 7799 or +1 720 707 2699 (*6 mute/unmute; *9 raise hand)*
Webinar ID: 886 7633 3153

To speak during public comment portions of the agenda via Zoom, please join the meeting and use the raise hand feature when the Mayor or Acting Mayor calls for public comment on the item you wish to address.

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. 22-157 Presentation of Proclamation Supporting and Standing in Solidarity with the People of Ukraine

Attachments: 03-Support for Ukraine
Public Comment 1A

1B. 22-165 Presentation of Proclamation Declaring April as Sexual Assault Awareness Month

Attachments: 04-2022 Sexual Assault Awareness Month

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

MANNER OF ADDRESSING THE CITY COUNCIL: All remarks and questions shall be addressed to the City Council; no discussion or action will be taken pursuant to the Brown Act. No person shall speak without being recognized by the Mayor or Acting Mayor. Public comments are restricted to three (3) minutes per speaker.

PROCLAMATION

SUPPORTING AND STANDING IN SOLIDARITY WITH THE PEOPLE OF UKRAINE

WHEREAS, Ukraine has been a sovereign and independent state since August 24, 1991, upon its withdrawal from the collapsing former Soviet Union; and

WHEREAS, Ukraine adopted its constitution in 1996 and is home to 44 million citizens led by a popularly elected president; and

WHEREAS, the United States and Ukraine share common values, including freedom, democracy and the rule of law; and

WHEREAS, the protection of civilians and human rights must be upheld; and

WHEREAS on February 24, 2022, the Russian Federation launched a brutal, unprovoked act of war by undertaking a full-scale invasion of Ukraine; and

WHEREAS, this attack has been condemned throughout the world by international stakeholders; and

WHEREAS, this breach of international law by the Russian Federation has resulted in the deaths of hundreds of innocent civilians, has destroyed essential infrastructure, violated rights, and poses a threat to democracy; and

WHEREAS the City of Fort Bragg joins the international community in condemning this violence and honoring those who fight for freedom and an independent Ukraine; and

WHEREAS, the City of Fort Bragg also supports efforts by the California State legislature to divest the State resources from Russian based companies.

NOW, THEREFORE, I, Jessica Morsell-Haye, Vice Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim our support for and solidarity with the people of Ukraine in their fight for freedom, commend them for their strength and courage, and urge all our citizens to support those fighting for democracy and freedom.

Signed this 11th day of April, 2022

_____

JESSICA MORSELL-HAYE, Vice Mayor

ATTEST:

_____

June Lemos, MMC, City Clerk

No. 03-2022

FUNDING ENTITY REQUIREMENT NO. 4 - Davis Bacon Requirements for DWSRF Projects, comprised of 10 pages

Davis-Bacon Requirements for DWSRF Projects

For purposes of this Exhibit only, “subrecipient” or “sub recipient” means the Recipient as defined in this Agreement.

For purposes of this Exhibit only, “recipient” or “State recipient” means the State Water Board.

I. Requirements Under Section 1452(a)(5) of the Safe Drinking Water Act For Sub recipients That Are Governmental Entities:

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board at DavisBacon@waterboards.ca.gov or phone (916) 327-7323. The recipient or sub recipient may also obtain additional guidance from the U.S. Department of Labor’s (DOL) website at http://www.dol.gov/whd/.

1. Applicability of the DB prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract

(i) While the solicitation remains open, the sub recipient shall monitor https://sam.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29

CFR 1.6(c)(3)(iv). The sub recipient shall monitor https://sam.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from https://sam.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or

programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the DOL website, https://sam.gov.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination, shall be sent by the sub recipient(s) to the State award official. The State award official will transmit a completed conformance request

form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of

Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(ii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered

program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

(3) Withholding for unpaid wages and liquidated damages. The sub recipient**,** upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews

must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

FUNDING ENTITY REQUIREMENT NO. 5 - David Bacon Wage Rate Determination, comprised of 23 pages

"General Decision Number: CA20230004 06/23/2023

Superseded General Decision Number: CA20220004

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	03/17/2023
3	03/31/2023
4	06/23/2023

ASBE0016-005 02/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
(1) Mendocino County	$ 62.26	23.82
(2) Del Norte, Humboldt, Lake Counties	$ 62.26	23.82

ASBE0016-006 01/01/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 30.45	10.60

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-006 05/01/2022

	Rates	Fringes
BRICKLAYER	$ 53.69	26.03

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-013 04/01/2022

	Rates	Fringes
TILE FINISHER		
Del Norte & Humboldt Counties	$ 33.86	17.74
Lake & Mendocino Counties	$ 31.89	17.18
TILE LAYER		
Del Norte & Humboldt Counties	$ 55.41	20.87
Lake & Mendocino Counties	$ 52.28	20.79

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0751-002 07/01/2021

Del Norte, Humboldt, Lake and Mendocino Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

---

* ELEC0551-001 06/01/2023

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 56.92	30.16

TUNNEL WORK: Add $0.50 per hour.

---

* ELEC0551-002 06/01/2023

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Electricians:	$ 56.92	30.16

TUNNEL WORK: Add $0.50 per hour.

ELEC1245-002 06/01/2022

HUMBOLDT, LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ENGI0003-014 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 51.42	31.15
GROUP 2	$ 49.89	31.15
GROUP 3	$ 48.41	31.15
GROUP 4	$ 47.03	31.15
GROUP 5	$ 45.76	31.15
GROUP 6	$ 44.44	31.15
GROUP 7	$ 43.30	31.15
GROUP 8	$ 42.16	31.15
GROUP 8-A	$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		

GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 47.52 31.15
GROUP 1-A.....$ 49.99 31.15
GROUP 2.....$ 46.26 31.15
GROUP 3.....$ 44.93 31.15
GROUP 4.....$ 43.79 31.15
GROUP 5.....$ 42.65 31.15
UNDERGROUND:
GROUP 1.....$ 47.42 31.15
GROUP 1-A.....$ 49.89 31.15
GROUP 2.....$ 46.16 31.15
GROUP 3.....$ 44.83 31.15
GROUP 4.....$ 43.69 31.15
GROUP 5.....$ 42.55 31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;

Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal

full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-004 01/01/2023

DEL NORTE COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 41.00	33.70

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-005 01/01/2023

HUMBOLDT, LAKE and MENDOCINO COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 46.20	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 03/04/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Area 1	$ 35.25	27.09
Area 2	$ 34.25	27.09

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0261-006 07/01/2022

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.54	25.21

FOOTNOTE: Refractory work where heat-protective clothing is required: $2.00 per hour additional.

LABO0324-003 06/28/2021

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-005 06/25/2018

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications

Laborers: (GUNITE)		
GROUP 1	$ 28.35	18.66
GROUP 2	$ 27.85	18.66
GROUP 3	$ 27.26	18.66
GROUP 4	$ 27.14	18.66
Laborers: (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20
Landscape Laborer (Gardeners, Horticultural & Landscape Laborers)		
Establishment Warranty Period	$ 23.23	23.20
New Construction	$ 29.54	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): $0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-007 06/25/2018

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-009 07/01/2022

DEL NORTE, HUMBOLDT, LAKE, MENDOCINO, NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.84	25.91

FOOTNOTE: Refractory work where heat-protective clothing is required: $2.00 per hour additional.

PAIN0016-021 01/01/2023

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

---

* PAIN1034-001 06/01/1993

DEL NORTE AND HUMBOLDT COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 13.35 **	2.94
Sandblaster, spray, structural steel & swing stage	$ 13.60 **	2.94

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-004 07/01/2022

LAKE AND MENDOCINO COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utliity Fitter)	$ 69.70	33.15
PLUMBER		
Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 69.70	46.38
All other work - NEW CONSTRUCTION RATE	$ 82.00	48.18

PLUM0355-005 07/01/2022

DEL NORTE AND HUMBOLDT COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

SHEE0104-016 06/29/2020

	Rates	Fringes
SHEET METAL WORKER		
Mechanical contracts $200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without

auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

FUNDING ENTITY REQUIREMENT NO. 6 - Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, comprised of 7 pages

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN - 3 2015

OFFICE OF WATER

MEMORANDUM

SUBJECT: Guidelines for Enhancing Public Awareness of SRF Assistance Agreements

FROM: Andrew D. Sawyers, Ph.D., Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I-X

Last year, the Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness of EPA assistance agreements nationwide. The Office of Water has developed guidelines to inform states how this initiative should be implemented in the State Revolving Fund (SRF) Programs.

The guidelines were developed with input from EPA and state SRF staff. The guidelines recognize that each of the state SRF programs and the projects they fund are different and that one implementation method will not work for everyone. Therefore, as a result of input from the states, the guidelines offer a number of options that can be used to enhance public awareness of SRF assistance agreements.

Implementation of these guidelines will begin with the awarding of the FY 2015 SRF capitalization grants. A term and condition on compliance with the guidelines is to be included in all new SRF grants.

Please have your staff provide copies of the guidelines to your states. Questions regarding the guidelines should be directed to Sheila Platt (202/564-0686) or Howard Rubin (202/564-2051).

Attachment

Enhancing Public Awareness of SRF Assistance Agreements

Introduction

The Environmental Protection Agency (EPA) is currently implementing an agency-wide initiative focused on signage to enhance public awareness of EPA assistance agreements nationwide. The intention of this effort is to communicate the positive impact and benefits of EPA funding around the country and increase awareness surrounding the improvements communities receive as a result of State Revolving Fund (SRF) assistance. Projects implemented with Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) monies are included in this initiative, as many CWSRF and DWSRF assistance agreements have direct and tangible benefits to populations around the country.

EPA's Office of Water developed these guidelines as a way to inform states of this directive and how it should be implemented in the SRF programs. The primary objective is to enhance public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems. To that end, states are presented with a range of options for implementing these guidelines. All of these options achieve the ultimate goal of communicating to a broad audience the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country.

The information in the guidelines was developed with input from EPA and state staff across the country as well as the members of the State-EPA Workgroup. The guidelines recognize the wide range of project types, varied locations and different institutional approaches among states and communities. Therefore, providing states and SRF assistance recipients maximum flexibility is optimal. The guidelines allow selection of the implementation method which best balances two goals. First, it should satisfy the overall objective of communicating EPA's role in funding assistance agreements that achieve positive benefit. Second, the implementation method should be practically and financially viable for states and communities and avoid any overly burdensome investment of time and resources. In some cases, it might be appropriate for a state to select a combination of options listed below, provided this does not result in excessive cost to communities.

Project Selection Requirements

Signage requirements will not be required to apply to all SRF projects. Signage will be considered an equivalency requirement for SRF programs. States should select a set of borrowers and/or projects totaling a funding amount equivalent to the amount of their federal capitalization grant to satisfy the signage requirement. There are no other requirements or restrictions on which projects should or should not participate in this initiative. Therefore, it is at the discretion of the state SRF program to select projects most able to efficiently and effectively comply in a way that

meets the intention to enhance public awareness without significant financial hardship to the state or its borrowers. This can be done either through the selection of specific projects or borrowers, or by setting a threshold within the state for which projects will be requested to meet signage requirements. States should note that they have the option of selecting different implementation options for different borrowers depending on the location, project type and available resources. Borrowers and/or projects complying with the signage requirement must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32.

In this regard, to increase public awareness of projects serving communities where English is not the predominant language, States should encourage recipients when implementing a particular signage option to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Although the signage requirement does not apply to all SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options below.

Summary of Options

The guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategies as acceptable options for communities to follow:

- Standard signage
- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project and community
- Project cost
- The State Agency/SRF administering the program
- The EPA and State Agency logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications for_infrastructure grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers, particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support, EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter, periodical or press release should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program

- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Insert or Pamphlet in Water/Sewer Bill
Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online & Social Media Publicity
Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online "signage" should follow the minimum information guidelines above and may appear on the town, community or facility website if available. In some cases, communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source or sponsorship projects, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, or online materials. States may consider using the following:

> "Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/DWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name]. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide. "

For projects in certain areas, states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria, States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

This page is intentionally blank.

Table of Contents (Part 2 of 2)

PART 2 OF 2 - TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK, SEQUENCING, AND CONSTRAINTS
01 25 13	PRODUCT SUBSTITUTIONS
01 30 00	SPECIAL CONDITIONS
01 33 00	SUBMITTALS
01 33 04	OPERATION AND MAINTENANCE MANUALS
01 45 25	TESTING STEEL TANKS FOR WATERTIGHTNESS
01 61 03	EQUIPMENT: BASIC REQUIREMENTS
01 65 50	PRODUCT DELIVERY, STORAGE, AND HANDLING
01 73 20	OPENINGS AND PENETRATIONS IN CONSTRUCTION
01 73 29	DEMOLITION, CUTTING AND PATCHING
01 74 13	CLEANING
01 75 00	SYSTEM START-UP
01 78 36	WARRANTIES
01 81 10	WIND AND SEISMIC DESIGN CRITERIA

DIVISION 03 - CONCRETE

03 09 00	CONCRETE
03 15 19	ANCHORAGE TO CONCRETE

DIVISION 05 - METALS

05 50 00	METAL FABRICATIONS
05 52 02	ALUMINUM RAILINGS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00	ROUGH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 00	BUILDING INSULATION
07 42 13	PREFORMED METAL WALL PANELS
07 61 13	STANDING SEAM METAL ROOFING
07 62 00	FLASHING AND SHEET METAL
07 92 00	JOINT SEALANTS

DIVISION 08 - OPENINGS

08 11 00	HOLLOW METAL DOORS AND FRAMES
08 31 00	ACCESS DOORS
08 51 13	WINDOWS
08 70 00	FINISH HARDWARE
08 81 00	GLASS AND GLAZING
08 90 00	LOUVERS AND VENTS

DIVISION 09 - FINISHES

09 29 00 GYPSUM BOARD
09 91 00 FERROUS METAL COATINGS
09 91 10 ARCHITECTURAL PAINTING
09 96 00 HIGH PERFORMANCE INDUSTRIAL COATINGS (STORAGE TANK NO. 2)

DIVISION 10 - SPECIALTIES

10 14 00 IDENTIFICATION DEVICES

DIVISION 12 – FURNISHINGS

12 35 53 WOOD LABORATORY CASEWORK

DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 34 00 HVAC: FANS

DIVISION 26 - ELECTRICAL

26 05 00 ELECTRICAL: BASIC REQUIREMENTS
26 05 19 WIRE AND CABLE: 600 VOLT AND BELOW
26 05 26 GROUNDING AND BONDING
26 05 33 RACEWAYS AND BOXES
26 05 43 ELECTRICAL: EXTERIOR UNDERGROUND
26 05 48 SEISMIC BRACING SYSTEMS
26 08 13 ACCEPTANCE TESTING
26 09 13 ELECTRICAL METERING DEVICES
26 09 16 CONTROL EQUIPMENT ACCESSORIES
26 24 13 SWITCHBOARDS
26 24 19 MOTOR CONTROL EQUIPMENT
26 27 26 WIRING DEVICES
26 28 00 OVERCURRENT AND SHORT CIRCUIT PROTECTIVE DEVICES
26 28 16 SAFETY SWITCHES
26 28 17 SEPARATELY MOUNTED CIRCUIT BREAKERS
26 29 23 VARIABLE FREQUENCY DRIVES - LOW VOLTAGE
26 43 13 LOW VOLTAGE SURGE PROTECTION DEVICES (SPD)
26 50 00 INTERIOR AND EXTERIOR LIGHTING

DIVISION 31 - EARTHWORK

31 10 00 SITE CLEARING
31 23 00 EARTHWORK
31 23 33 TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 12 16 ASPHALTIC CONCRETE VEHICULAR PAVING

DIVISION 33 - UTILITIES

33 05 16 PRECAST CONCRETE STRUCTURES
33 47 13 GEOMEMBRANE LINER

DIVISION 40 - PROCESS INTERCONNECTIONS

40 05 00	PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS
40 05 07	PIPE SUPPORT SYSTEMS
40 05 19	PIPE: DUCTILE
40 05 31	PIPE: PLASTIC
40 05 51	VALVES: BASIC REQUIREMENTS
40 05 52	MISCELLANEOUS VALVES
40 05 61	GATE VALVES
40 05 62	THREE-WAY PLUG VALVES
40 05 64	BUTTERFLY VALVES
40 05 66	CHECK VALVES
40 90 00	INSTRUMENTATION FOR PROCESS CONTROL: BASIC REQUIREMENTS
40 90 05	CONTROL LOOP DESCRIPTIONS
40 91 10	PRIMARY METERS AND TRANSMITTERS
40 97 00	CONTROL AUXILIARIES
40 98 00	CONTROL PANELS AND ENCLOSURES

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT

43 11 34	REGENERATIVE BLOWERS
43 21 00	PUMPING EQUIPMENT: BASIC REQUIREMENTS
43 24 27	PUMPING EQUIPMENT VERTICAL TURBINE (LINE SHAFT)

DIVISION 46 - WATER EQUIPMENT

46 07 13	FILTER TREATMENT UNITS RETROFIT
46 33 44	PUMPING EQUIPMENT: CHEMICAL METERING PUMPS
46 41 13	INLINE RAPID MIXER

This page intentionally left blank.

SHEET LIST

GENERAL

1.	G01	COVER SHEET AND LOCATION MAPS
2.	G02	SHEET LIST
3.	G03	ABBREVIATIONS
4.	G04	SYMBOLS LEGEND
5.	G05	PROCESS FLOW DIAGRAM

DEMOLITION

6.	X01	OVERALL SITE DEMOLITION PLAN
7.	X02	SITE PHOTOS
8.	X03	WATER TREATMENT BUILDING ELEVATIONS AND PHOTOS
9.	X04	WATER TREATMENT BUILDING PLAN AND PHOTOS
10.	X05	WATER TREATMENT BUILDING SECTIONS AND PHOTOS
11.	X06	WATER TREATMENT BUILDING PHOTOS
12.	X07	REACTOR CLARIFIER PLAN AND SECTIONS
13.	X08	REACTOR CLARIFIER SECTIONS AND PHOTOS
14.	X09	CONTROL BUILDING PLAN AND SECTIONS
15.	X10	CONTROL BUILDING PHOTOS I
16.	X11	CONTROL BUILDING PHOTOS II

CIVIL

17.	C01	OVERALL SITE AND PIPING PLAN
18.	C02	STORAGE TANK NO. 2 SITE PLAN
19.	C03	PAVING PLAN
20.	C04	PIPING PLAN
21.	C05	OFFSITE WATER MAIN PLAN AND PROFILE
22.	C06	TANK 2 REHABILITATION PLAN, SECTION, AND DETAILS
23.	C07	TANK 2 PHOTOGRAPHS AND DETAILS
24.	C08	OVERALL PONDS IMPROVEMENTS PLAN
25.	C09	BACKWASH CLARIFICATION AND RAW WATER PONDS SECTIONS
26.	C10	POND IMPROVEMENTS SECTIONS AND DETAILS
27.	C11	DETAILS 1
28.	C12	DETAILS 2

BUILDING

29.	B01	WATER TREATMENT BUILDING ROOF REPLACEMENT PLAN AND ELEVATION
30.	B02	LABORATORY REPLACEMENT PLAN AND ELEVATIONS
31.	B03	CONTROL BUILDING REPLACEMENT STRUCTURAL PLAN AND SECTIONS
32.	B04	CONTROL BUILDING EXTERIOR ELEVATIONS AND DETAILS
33.	B05	CONTROL BUILDING ROOF AND FOUNDATION PLANS, SECTIONS AND DETAILS
34.	B06	WOOD FRAMING DETAILS

PROCESS-MECHANICAL

35.	P01	WATER TREATMENT BUILDING PIPING MODIFICATIONS PLAN AND SECTIONS
36.	P02	CONTROL BUILDING PLAN AND SECTION
37.	P03	SECTIONS AND DETAILS

REHABILITATION

38.	R01	FILTER TREATMENT UNITS NO. 1 AND NO. 2 REHAB PREPARATION SEQUENCING
39.	R02	FILTER TREATMENT UNITS NO. 1 AND NO. 2 REHAB PREPARATION PLANS AND SECTIONS
40.	R03	FILTER TREATMENT UNITS NO. 1 AND NO. 2 REHAB PREPARATION SECTIONS AND DETAILS
41.	R04	FILTER TREATMENT UNITS NO. 1 AND NO. 2 REHAB AND IMPROVEMENTS PLANS AND SECTIONS 1
42.	R05	FILTER TREATMENT UNITS NO. 1 AND NO. 2 REHAB AND IMPROVEMENTS PLANS AND SECTIONS 2
43.	R06	FILTER TREATMENT UNITS NO. 1 AND NO. 2 REHAB AND IMPROVEMENTS DETAILS 1
44.	R07	FILTER TREATMENT UNITS NO. 1 AND NO. 2 REHAB AND IMPROVEMENTS DETAILS 2

ELECTRICAL

45.	E01	SYMBOLS LEGEND
46.	E02	SINGLE LINE DIAGRAM
47.	E03	CONTROL WIRING SINGLE LINE DIAGRAM
48.	E04	WATER TREATMENT BUILDING ELECTRICAL FLOOR PLAN
49.	E05	CONTROL BUILDING ELECTRICAL FLOOR PLAN
50.	E06	CONTROL DIAGRAMS 1
51.	E07	CONTROL DIAGRAMS 2
52.	E08	ELECTRICAL SITE PLAN AND LIGHTING SCHEDULE

INSTRUMENTATION

53.	I01	GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS
54.	I02	BLOWERS AND TREATMENT UNITS PROCESS AND INSTRUMENTATION DIAGRAM

FILE: C:\pwworking\west01\d2043094\0G02.dwg
DATE: 02/09/24 10:57:26am, JKAMBOJ

ISSUE	DATE	DESCRIPTION
0	02/24	CONFORMED FOR CONSTRUCTION

PROJECT MANAGER	ARASHDEEP SINGH
DESIGNED	A. SINGH
DESIGNED	
CHECKED	T. KONTONICKAS
DRAWN	P. VAN MEURS
DATE	02/2024
PROJECT NUMBER	10276484

City of Fort Bragg
Water Treatment Plant
Rehabilitation Project

GENERAL

SHEET LIST

0 1" 2"

FILENAME	0G02.dwg
SCALE	NONE

SHEET G02

THIS PAGE INTENTIONALLY LEFT BLANK

Water Treatment Plant Rehabilitation
City Project No. WTR-00017
January 10, 2024

DESIGNER

HDR Engineering, Inc.
2365 Iron Point Road, Suite 300
Folsom, CA 95630
(916) 817-4700
(916) 817-4747 (Fax)

OWNER

City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

01/10/2024

GENERAL

Scope

A. This Addendum forms a part of the Bidding and Contract Documents and modifies the Project Specifications and Drawings described below.

B. This Addendum consists of 3 pages and the following attachment:
1. Mandatory Pre-Bid Conference Sign-In-Sheet (1 page) attached.
2. Reissued Specification Section 00 73 01 – Supplementary Conditions (18 pages) attached.
3. C08, Overall Ponds Improvements Plan (Updated Sheet).
4. R01, Filter Treatment Units No. 1 and No. 2 Rehab Preparation Sequencing (Updated Sheet).
5. R04, Filter Treatment Units No. 1 and No. 2 Rehab and Improvements Plans and Sections 1 (Updated Sheet).
6. R05, Filter Treatment Units No. 1 and No. 2 Rehab and Improvements Plans and Sections 2 (Updated Sheet).

Acknowledgment

A. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

REVISIONS TO SPECIFICATIONS

Section 00 01 00 – Advertisement for Bids

Paragraph 1 on Page 00 01 00-1
CHANGE TO READ
" Sealed Bids for the construction of the Water Treatment Plant Rehabilitation Project will be received by City of Fort Bragg at the office of 416 North Franklin Street, Fort Bragg CA, 95437 until 3:00 PM local time on **January 23rd, 2024**, at which time the Bids will be **publicly** opened and read. The Project consists of constructing upgrades and rehabilitation of the existing water treatment plant."

Section 00 21 13 – Instructions to Bidders

Article 3, Subparagraph 3.01
DELETE

Article 3, Subparagraph 3.02
DELETE

Article 5, Subparagraph 5.04 C
CHANGE TO READ
" Bidders visiting the Site are required to: (1) arrange their own transportation to the Site; and (2) each Bidder visiting the Site is responsible for providing and using its own personal protective equipment appropriate for the Site and conditions, and in accordance with posted requirements, if any. At minimum, each visitor to the Site should have an appropriate hardhat, steel-toed boots, eye and hearing protection (other than ordinary eyewear), and a high-visibility reflective safety vest. Comply with Paragraph 5.05 of these Instructions to Bidders."

Section 01 73 29 – Demolition, Cutting and Patching

Article 1.1 A.2.
ADD
" 2. Contractor is solely responsible for performing a lead analysis on existing coatings. Not all landfills accept lead containing sand blast residue. Comply with federal and state agencies and state EPA branch for safe disposal of lead containing sand blast residue."

Article 1.2 A.3.
ADD
" 3. Submit plan for worker and public safety for fugitive lead containing dust or sand blast residue."

Article 1.4 B.
ADD
" B. Contractor shall test existing coatings for lead. In the scenario that lead is found to exceed permissible exposure limits in the existing coatings, contractor is solely responsible for

providing a safe working environment for employees and other affected by the contractor's work. Refer to OSHA requirements for more information."

Section 46 07 13 – Filter Treatment Units Retrofit

Article 2.4 C.1.b.
CHANGE TO READ
"b. 100% beads – 50/50 blend of rolled/scarified."

Article 2.4 C.1.c.
DELETE

Article 2.4 C.3.
DELETE

Article 2.4 C.4.
DELETE

Article 3.3 C.2.
CHANGE TO READ
" 2. Upon completion of installation by the Contractor and certification of proper installation of the equipment by the manufacturer's factory trained service technician, the equipment shall be functionally tested under supervision of Contractor and manufacturer's factory trained service technician for a minimum of **56 HRS (including travel time)** to ensure that all clearances, vibration, tracking, and motor operation characteristics are within acceptable limits."

End of Addendum

CITY OF FORT BRAGG
WATER TREATMENT PLANT REHABILITATION PROJECT
PRE-BID MEETING SIGN-IN SHEET
DECEMBER 7TH, 2023

NAME	ORGANIZATION/COMPANY	TITLE/POSITION	TIME	PHONE NUMBER	EMAIL	SIGNATURE
B. CRITTENDEN	WAHLUND CONST	PM	12:50	707 498 1817	BOBC@WAHLCON.COM	
MIKE LYDON	TERRACON CONSTRUCTORS	PM	12:50	707-433-0323	estimating@terraconconstructors.com	
Sam Heath	SHN	Proj Engineer	12:55	707-459-4518	sheath@shn-engr.com	
Dale Fortner	Clark Bros. Inc	Estimator	12:57	707-357-4935	dfortner@clarkbros.com	Dale Fort
Jeff Green	Akeff Con. Ser.	owner	12:58	707-357-7346	JKoff@live.com	
Arashdeep Singh	HDR Engineering, Inc.	PM	1:02 PM	916-817-4901	arashdeep.singh@hdrinc.com	
Joshua C Mangerison	Fort Bragg Electric	Estimator	1:06 PM	707-964-1012	josh@fortbraggelectric.com	

SECTION 00 73 01
SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
Article 2— Preliminary Matters 2
Article 3— Contract Documents: Intent, Requirements, Reuse 2
Article 4— Commencement and Progress of the Work 3
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions 4
Article 6— Bonds and Insurance 4
Article 7— Contractor's Responsibilities 7
Article 8— Other Work at the Site 10
Article 9— Owner's Responsibilities 10
Article 10— Engineer's Status During Construction 10
Article 12— Claims 10
Article 13— Cost of Work; Allowances, Unit Price Work 12
13.01 Cost of the Work 12
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 12
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period 12
Article 16— Suspension of Work and Termination 13
Article 17— Final Resolutions of Disputes 13
Article 18— Miscellaneous 15

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS

OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms, if any, used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The paragraph address system used in these Supplementary Conditions is the same as the paragraph address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.16 Add the following to Paragraph 1.01.A.16:

When the Project is to be constructed under multiple direct Contracts awarded by the Owner, the term “Contractor” shall mean the appropriate prime contractor. Whenever a specific prime Contractor is referred to, terms such as “General Contractor”, “Electrical Contractor”, “Plumbing Contractor”, “HVAC Contractor”, or other appropriate Contract-indicating term will be used.

SC-1.01.A.40 Add the following to Paragraph 1.01.A.40:

Trucking, shipping, delivery firms, consultants, and entities performing testing or inspection retained by Contractor or any Subcontractor are considered to be Subcontractors.

SC-1.01.A.45 Add the following to Paragraph 1.01.A.45:

Entities that rent construction equipment or machinery, but are not incorporated into the Work, are considered to be Suppliers. If such rental entity furnishes both equipment and one or more personnel to operate and maintain the equipment, such entity is a Subcontractor.

SC-101.A.51 Add the following to Paragraph 1.01.A.50:

American Iron and Steel (AIS) Requirements – Compliance with the AIS Requirements for this project are described in attachments of these contract documents.

SC-101.A.52 Add the following to Paragraph 1.01.A.51:

Davis Bacon Requirements – Compliance with Davis Bacon Requirements for this project are described in attachments of these contract documents.

SC-101.A53 Add the following to Paragraph 1.01.A.52:

Disadvantaged Business Enterprise Requirements – Compliance with the Disadvantaged Business Enterprise Requirements for this project are described in attachments of these contract documents.

SC-1.01.A.54 Add the following to Paragraph 1.01.A.52:

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A to read as follows:

Owner shall furnish to Contractor two paper copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor two paper copies of conformed Contract Documents incorporating and integrating all Addenda and amendments, if any, negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional paper copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete in its entirety Paragraph 2.06.B and replace with the following new paragraph:

B. *Electronic Document Protocol*: Comply with Specifications Section 01 31 26 – Electronic Communication Protocols.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

SC-3.01 Add the following new paragraphs immediately after Paragraph 3.01.E:

F. The Specifications and other verbal components of the Contract Documents may vary in form, format, and style. Some Specification sections are written in varying degrees of streamlined or declarative style and some Specifications sections may, in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

comparison, employ a more-narrative style. Omissions of such words and phrases as "Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined language in the Contract Documents. Omitted words and phrases are incorporated by inference. Similar types of provisions may appear in various parts of a Specifications section or elsewhere in the Contract Documents. Contractor shall not attempt to take advantage of any variation of form, format or style in Change Proposal(s) and Claim(s).

G. Cross referencing of Specification sections in a Specifications section's heading "Related Sections includes, but are not necessarily limited to: "and elsewhere within each Specifications section is provided as an aid and convenience to Contractor. Contractor shall not rely on cross referencing indicated and is responsible for coordinating the entire Work and providing a complete Project whether or not cross referencing is provided in each Specifications section or whether or not cross referencing is complete.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Table SC-4.05-C-1—Foreseeable Bad Weather Days.

2) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Table SC-4.05.C-1—Foreseeable Bad Weather Days, will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Table SC-4.05.C-1—Foreseeable Bad Weather Days

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Notes:
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.04.A Add the following new paragraph immediately after Paragraph 5.04.A.4:

5. Contractor encounters human remains, recognizes the existence of burial markers, archaeological sites, historical sites, artifacts of potential archaeological or historical interest, or wetlands not shown or indicated in the Contract Documents, Contractor shall immediately cease operations that may disturb such area(s) and secure the adjacent Work; and Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations (Contractor shall continue to suspend such operations until otherwise instructed by Owner but shall continue with all other operations that do not affect those remains or features);

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond 2018 edition.

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond 2018 edition.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Policy limit	$1,000,000.00

E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO)

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$5,000,000.00
Products—Completed Operations Aggregate	$5,000,000.00
Personal and Advertising Injury	$5,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$5,000,000.00

I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000.00

J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$5,000,000.00
General Aggregate	$5,000,000.00

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.02 *Supervision and Superintendence*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SC-7.02 Add the following to Paragraph 7.02, following Paragraph 7.02.B:

C. Unless Owner otherwise agrees in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8:00 AM – 4:30 PM.
2. Owner's legal holidays are:

New Year's Day (January 1).

Birthday of Martin Luther King, Jr. (Third Monday in January).

Washington's Birthday (Third Monday in February).

Memorial Day (Last Monday in May).

Independence Day (July 4).

Labor Day (First Monday in September).

Columbus Day (Second Monday in October).

Veterans Day (November 11).

Thanksgiving Day (Fourth Thursday in November).

Christmas Day (December 25).

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "…all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday." The balance of Paragraph 7.03.C remains unchanged except for the foregoing.

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. Contractor shall be responsible for the cost of overtime (premium) pay and other expense incurred by Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.04 *Services, Materials, and Equipment*

SC 7.04.D. Add the following new subparagraphs immediately after Paragraph 7.04 C:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. Contractor's bid price for any equipment offered shall include the cost of making any necessary changes subject to the approval of Engineer.

SC-7.05 *"Or Equals"*

SC-7.05.A Amend the third sentence of the paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted.

SC-7.05.A.1 Amend the last sentence of Paragraph a.3 by striking out "and:" and adding a period at the end of Paragraph a.3.

SC-7.05.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC-7.07 *Concerning Subcontractors, Suppliers and Others*

SC 7.07.A Amend Paragraph 7.07A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC 7.07.B Delete Paragraph 7.07B in its entirety and insert the following in its place:

[Deleted]

SC 7.07.E Amend the second paragraph of Paragraph 7.07E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that"

SC- 7.09 *Permits*

SC-7.09 Add a new paragraph immediately after Paragraph GC-7.09.A. which is to read as follows:

A. In those instances where a certificate of occupancy must be obtained before the Work under this Contract can be occupied and placed into service by Owner, it shall be the responsibility of Contractor to arrange, coordinate, and pay any costs of obtaining said certificate."

SC-7.13 *Safety and Protection*

SC-7.13 Add the following new paragraph immediately after Paragraph 7.13.G:

A. For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

7.13 *Safety and Protection*

SC-7.13 Add the following new paragraph immediately after Paragraph 7.13.G:

A. For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

7.14 *Hazard Communication Programs*

SC-7.14 Add the following new paragraph immediately after Paragraph 7.14.A:

B *Single Prime Contract*: Contractor shall be responsible for coordinating exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations. Contractor shall provide a centralized location for the maintenance of the safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" (OSR) to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 12—CLAIMS

SC-12.01 Add the following new paragraph immediately after paragraph 12.01.G:

A. If this is a "Public Works Contract" as defined in Section 22200 of the California Public Contract Code, claims shall be resolved pursuant to Section 9204 of the California Public Contract Code. Key provisions of that section are summarized as follows:

1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

b. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

2. Payment of an amount that is disputed by the public entity.

3. Upon receipt of a claim pursuant to this section, Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subdivision.

4. Contactor shall furnish reasonable documentation to support the claim.

5. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Owner issues its written statement.

6. If Contractor disputes Owner's written response, or if Owner fails to respond to a claim, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

7. Within 10 business days following the conclusion of the meet and confer conference , if the claim or any portion of the claim remains in dispute, Owner shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Owner issues its written statement, Any undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation with the public entity and Contractor sharing the associated costs equally. If the mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

8. Failure by Owner to respond to a claim from Contractor within the time periods described herein or to otherwise meet the time requirements of this section shall result in the claim being rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

9. Amounts not paid in a timely manner as required by this section shall bear interest at the maximum legal rate.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

C. Construction Equipment and Machinery:

1. Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2. Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Caltrans Labor Surcharge & Equipment Rental Rate Book. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

13.02 Allowances

SC-13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01.B Amend the second sentence of Paragraph 15.01.B.2 by striking out the following text::

"a bill of sale, invoice, or other."

15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

15.02 *Contractor's Warranty of Title*

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text:

"no later than 7 days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

15.06 *Final Payment*

SC-15.06.E Delete Paragraph 15.06.E in its entirety and insert the following in its place:

E. Thirty-five days after the filing of a Notice of Completion with the County Recorder and after presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

15.07 Waiver of Claims

SC-15.07.B. Amend Paragraph 15.07.B to state "The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner and/or Engineer other than those pending matters that have been duly submitted or appealed under the provisions of Article 17."

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be concurrently sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or, if no specified time is applicable, within a reasonable time after the matter in question has arisen, and in no event will any such demand be

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitration will be held in the same municipality as the Owner's principal office location, or other, as directed by the Owner.

D. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

E. The Arbitrator(s) will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

F. The award of the arbitrator(s) must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

G. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

H. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

I. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

J. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

SC-18.11 Add a new paragraph immediately after Paragraph 18.10:

SC-18.11 *Confidential Information*

A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.

B. The following information is not subject to the above confidentiality requirements:

1. information in the public domain through no action of Contractor in breach of the Contract Documents; or

2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or

3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18.12 Add a new paragraph immediately after Paragraph 18.11, to read as follows:

SC-18.12 *Publicity*

A. Contractor shall not disclose to any third party the nature of its Work on the Project, nor engage in publicity or public media disclosures with respect to the Project without the prior written consent of Owner.

SC-19 Add new article immediately after Article 18, to read as follows:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 19—CALIFORNIA STATE REQUIREMENTS

SC-19.01 *Registration with the California Department of Industrial Relations*

A. This project is a “public works” project as defined in California Labor Code Section 1720 through 1743. In accordance with California Labor Code Article 1725.5, Contractor and all subcontractors are required to be registered with the California Department of Industrial Relations (DIR) in order to bid or be listed on a bid and/or work on a public works project.

SC-19.02 *Antitrust Claim Settlement*

A. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

SC-19.03 *Utilities*

A. Contractor shall be responsible for marking all excavations and notifying Underground Service Alert (USA) at least 48 hours before digging and follow all other provisions of California Government Code Sections 4216 through 4216.9. Contractor shall maintain an active USA ticket number for the entire duration of the excavation.

B. Unless otherwise indicated in the Contract Documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the Work, provided, that should the Contractor in the performance of the Work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for all costs of locating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Contract Documents.

SC-20 Add new article immediately after Article 19, to read as follows:

ARTICLE 20—FUNDING-FINANCING ENTITY REQUIREMENTS

SC-20.1 *Funding-Financing Entity Requirements*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

A. This project is receiving funding and/or financing from the Drinking Water State Revolving Fund (DWSRF), therefore Contractor shall comply with procedures and requirements set forth in Section 00 73 73.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

EXPOSED GEOMEMBRANE VENT, SEE DETAIL 1/C10 (TYP, 8 PER POND)

FOR MODIFIED PIPING IN THIS AREA, SEE 9/C12

6"-RW (C900 PVC)

EXIST POWER POLE & GUY

MONSEN WAY

SAFETY LADDER, (2) PER POND, SEE DETAIL 4/C10

EXIST WOOD FENCE

EXIST SHED

EX 12"-RW

DEBRIS

10x6 MJ TEE

5/C10 CONCRETE PIPE COLLAR/ SPLASH PAD DETAIL, TYP

PERIMETER LINER ANCHORAGE TRENCH DETAIL 1/C10

0.5% SLOPE

177.8'± (VERIFY)

0.5% SLOPE

PATCH GAP LEFT BY RELOCATED VALVE w/ SIM ILAR 18" PVC PIPE

RELOCATE 18" GV TO WITHIN ROADWAY

EXIST 18" PVC POND INTERTIE PIPELINE

6/C10 RAW WATER OUTLET PIPE COLLAR DETAIL

0.5% SLOPE

184.3'± (VERIFY)

A CONTINUOUS 6"x 6'-0" LG SAND TUBE BALLAST, TYP ALL AROUND, SEE NOTE 3

RAW WATER POND NO. 2

1' WIDE LINER ANCHORAGE TRENCH

INSTALL LINER, TYP BOTH RAW WATER PONDS

SAFETY LADDER, (2) PER POND, SEE DETAIL 4/C10

RAW WATER POND NO. 1

A CONTINUOUS 6"x 6'-0" LG SAND TUBE BALLAST, TYP ALL AROUND, SEE NOTE 3

EXCAVATE & DEEPEN POND BY 2-FT PRIOR TO LINER INSTALLATION; REFER TO PROFILE VIEW ON SHT C09 FOR ADDITIONAL INFORMATION

120.7'± (VERIFY)

PROVIDE 3" BYPASS TO DRAIN IN EXIST 3" CLARIFIED BACKWASH RETURN PUMP STATION DISCHARGE & (2) ISOLATION GATE VALVES EACH w/ VALVE BOX

0.5% SLOPE

216.3'± (VERIFY)

4"-SS TIE IN TO EXIST 4" SEWER AT CO

8' SQ TYP 2

EX 18"-RW

CONTROL BUILDING

WATER TREATMENT BUILDING

0.5% SLOPE

6/C10 RAW WATER OUTLET PIPE COLLAR DETAIL

4' x 4' H20 RATED VALVE VAULT, SEE NOTE 2

INSTALL 18" BUTTERFLY VALVE

REMOVE OVERFLOW RISER & HORIZ PORTION OF 12" DRAIN PIPE; CAP OR PLUG ABANDONED END OF PIPE

0.5% SLOPE

6"-RW (C900 PVC)

0.5% SLOPE

4"-RW (C900 PVC)

40'x 30' CONC SLAB (FUTURE REVERSE OSMOSIS FACILITY) SEE DETAIL 7/C12

CO

4/C11 YARD CLEANOUT

4/C12 PROVIDE ASPHALT PAVING TO LIMITS INDICATED

BENCH MARK REBAR IN CONC ELEV.=191.50

CONCRETE PIPE COLLAR/ SPLASH PAD DETAIL, TYP 5/C10

PROVIDE 10x4 TEE ON EXIST 10"-RW

TRANSITION MECHANICAL COUPLING, VERIFY SIZE & MATL TYPE

7/C10 EXPOSED GEOMEMBRANE LINER VENT, TYP 8 MIN PER POND

EXIST VALVE BOX

CLARIFIED BACKWASH RETURN PUMP STATION

12"-STD

INSTALL CONCRETE LINER TO EXISTING BACKWASH CLARIFICATION POND SIDEWALLS, TYP 2 PONDS

BACKWASH CLARIFICATION POND NO. 1

PROTECT-IN-PLACE EXISTING 4'x4' DRAIN BOX w/ GRATE, TYP FOR 2 PONDS

BACKWASH CLARIFICATION POND NO. 2

A/C09

B/C09

PROTECT-IN-PLACE EXISTING 6" THK 4:1 SLOPE CONCRETE ACCESS RAMP, TYP FOR 2 CLARIFICATION PONDS

PROTECT-IN-PLACE EXISTING 6" THK CONC SLAB w/ 6" WIDE CONC CURB, TYP EA POND

CHAINLINK FENCE

POWER POLE & GUY

NOTES:

1. FOR ADDITIONAL INFORMATION IN THE GENERAL POND AREA REFER TO THE PLAN AND PHOTO SHEETS IN THE DEMOLITION SECTION.
2. FIELD VERIFY MATERIAL OF EXISTING PIPE. RECORD DRAWINGS INDICATE THE EXISTING 18" RAW WATER PIPE IS WELDED STEEL PIPE.
3. THE PURPOSE OF THE SAND TUBE BALLASTS IS TO PROTECT THE LINER AGAINST WIND UPLIFT. EACH SAND TUBE SHALL BE ATTACHED TO THE LINER USING TWO REMOVABLE STRAPS. EACH STRAP SHALL BE WELDED ON TO THE LINER. LINER MANUFACTURER SHALL PROVIDE LINER DOUBLER UNDER THE SAND TUBE BALLASTS TO PREVENT DAMAGE TO THE LINER. ALL MATERIALS USED FOR THIS INSTALLATION SHALL BE NSF-61 CERTIFIED.

A/C09

1/C10 PERIMETER LINER ANCHORAGE TRENCH DETAIL

LEGEND

- LIMITS OF LINER AT RAW WATER PONDS 1 & 2. SEE SPECIFICATION SECTION 33 47 13
- LIMITS OF CONCRETE LINER
- LIMITS OF CONCRETE PADS
- LIMITS OF ASPHALT PAVEMENT PER DETAIL ON SHEET C11

OVERALL PONDS IMPROVEMENTS PLAN

1" = 20'

FILE: C:\pwworking\west01\d2043094\3C08.dwg
DATE: 01/09/24 05:25:09pm, PVANMEU

C:\pwworking\west01\d2043094\3C08.dwg, Layout1, 1/9/2024 5:25:06 PM, PVANMEU

ISSUE	DATE	DESCRIPTION
A	01/24	ADDENDUM NO. 1
0	12/22	ISSUED FOR BID

PROJECT MANAGER	ARASHDEEP SINGH
DESIGNED	A. SINGH
DESIGNED	
CHECKED	T. KONTONICKAS
DRAWN	P. VAN MEURS
DATE	12/2022
PROJECT NUMBER	10276484

LICENSED PROFESSIONAL ENGINEER ARASHDEEP SINGH EXP. 06/30/2024 STATE OF CALIFORNIA

01/10/2024

City of Fort Bragg
Water Treatment Plant
Rehabilitation Project

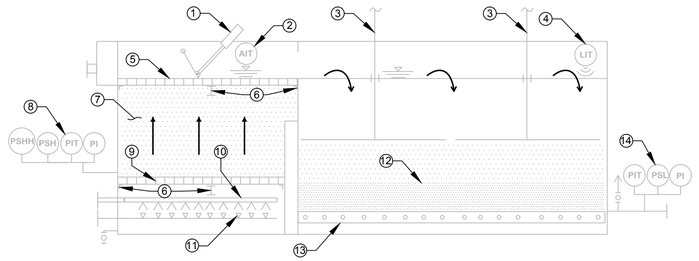
CIVIL

OVERALL PONDS IMPROVEMENTS PLAN

0 1" 2"

FILENAME 3C08.dwg
SCALE 1" = 20'

SHEET **C08**



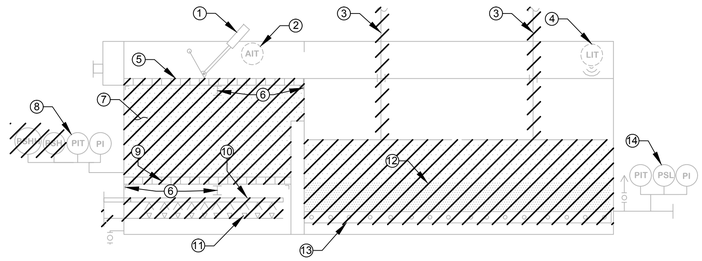
STAGE I

KEYNOTES:

1. HYDRAULICALLY ACTUATED WASTE GATE.
2. TURBIDIMETER.
3. SURFACE WASH SYSTEM.
4. LEVEL INSTRUMENT.
5. MEDIA RETENTION SCREEN.
6. SCREEN STRUCTURAL SUPPORT MEMBERS.
7. CLARIFIER ADSORPTION MEDIA.
8. CLARIFIER PRESSURE SWITCH ASSEMBLY.
9. LOWER MEDIA SUPPORT GRATING.
10. INFLUENT DISTRIBUTION MANIFOLD.
11. AIR DISTRIBUTION MANIFOLD.
12. FILTER MEDIA.
13. FILTER EFFLUENT AND BACKWASH MANIFOLD.
14. FILTER HEADLOSS PRESSURE SWITCH ASSEMBLY.

STAGE I NOTES:

1. DUE TO HIGH WATER DEMAND, THE TREATMENT PLANT RELIES ON BOTH FILTER TREATMENT UNITS (FTU), WITHOUT ANY STANDBY UNITS, FROM THE BEGINNING OF MARCH THROUGH THE END OF OCTOBER. THE FTUS SHALL BE REHABILITATED ONE AT A TIME DURING THE LOW DEMAND PERIOD. THE LOW DEMAND PERIOD STARTS IN THE BEGINNING OF NOVEMBER AND ENDS IN FEBRUARY.
2. STAGE I OCCURS DURING THE HIGH DEMAND SEASON AND SHALL BE EXECUTED PRIOR TO THE BEGINNING OF THE LOW DEMAND SEASON.
3. PROCURE ALL MATERIALS FOR REHABILITATION WORK DURING THIS STAGE.
4. PLAN AND PREPARE FOR REHABILITATION WORK DESCRIBED IN SUBSEQUENT PHASES TO MINIMIZE DELAYS DURING THE REHABILITATION WORK. COORDINATE WITH THE FTU MANUFACTURER PRIOR TO THE DEMOLITION WORK TO IDENTIFY ITEMS TO BE SALVAGED FOR REUSE.
5. LOCATE AN OFFSITE DISPOSAL SITE WHICH WILL ACCEPT ITEMS IDENTIFIED TO BE DEMOLISHED AND DISPOSED.
6. TEMPORARILY RELOCATE, AS NECESSARY, EQUIPMENT AND OTHER OPERATIONAL ELEMENTS MOUNTED ON THE EXTERIOR FACE OF THE FTU AND IMPEDING ACCESS TO THE REHABILITATION WORK. SEE GENERAL NOTE 6.
7. INSTALL BLOWERS, PIPING MODIFICATIONS, AND COMMON INSTRUMENTS AND APPURTENANCES PRIOR TO START OF REHABILITATION WORK. THESE UPGRADES WILL BE REQUIRED TO BE OPERATIONAL IN ADVANCE TO MAKE THE FTU UPGRADES FUNCTION EFFECTIVELY. PROVIDE NECESSARY TEMPORARY AND PERMANENT PROVISIONS TO MAKE THE FTUS OPERATIONAL UNTIL ALL UPGRADES ARE COMPLETED.



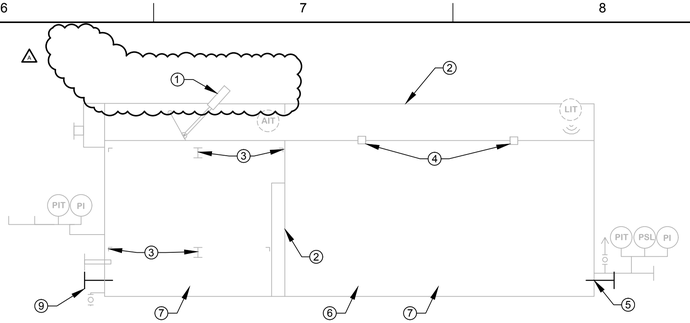
STAGE II

KEYNOTES:

1. PROTECT IN PLACE AND PREPARE FOR RE-COATING.
2. TEMPORARILY REMOVE TO ACCOMMODATE WORK.
3. DEMOLISH AND DISPOSE.
4. TEMPORARILY REMOVE TO ACCOMMODATE WORK.
5. DEMOLISH AND DISPOSE.
6. PROTECT IN PLACE AND REPAIR AND PREPARE FOR RE-COATING.
7. DISPOSE.
8. REMOVE AND REPLACE "HIGH-HIGH" AND "HIGH" PRESSURE SWITCHES AND SALVAGE AND REUSE PRESSURE INDICATOR AND PRESSURE TRANSDUCER.
9. DEMOLISH AND DISPOSE.
10. DEMOLISH AND DISPOSE MANIFOLD PIPING AND FLANGE CONNECTION AND PREPARE FOR RE-COATING MANIFOLD SUPPORTS.
11. DEMOLISH AND DISPOSE INTERNAL PORTION AND PROTECT, REPAIR AND PREPARE FOR RE-COATING EXTERNAL FLANGE CONNECTION AND MANIFOLD SUPPORTS.
12. DISPOSE.
13. DEMOLISH AND DISPOSE INTERNAL PORTION AND PROTECT EXTERNAL FLANGE CONNECTION.
14. SALVAGE AND REUSE.

STAGE II NOTES:

1. STAGE II, III, AND IV SHALL BE EXECUTED DURING THE LOW DEMAND SEASON. A MINIMUM OF ONE FTU SHALL BE FULLY OPERATIONAL THROUGHOUT THE LOW DEMAND SEASON.
2. EXECUTION OF WORK SEQUENCE SHOWN IN STAGE II, III, AND IV SHALL BE LIMITED TO ONE FTU AT ANY GIVEN TIME. ALL REHABILITATION WORK SHALL BE FULLY EXECUTED ON THE GIVEN FTU AND MADE OPERATIONAL PRIOR TO BEGINNING WORK ON THE UNREHABILITATED FTU.
3. COORDINATE WITH OWNER FOR SHUTDOWN OF THE FTU. PROVIDE A MINIMUM OF TWO WEEKS NOTICE PRIOR TO THE SHUTDOWN.
4. STORAGE OF DEMOLISHED ITEMS IN THE WATER TREATMENT BUILDING IS NOT ACCEPTABLE. ALL DEMOLISHED ITEMS SHALL BE IMMEDIATELY REMOVED FROM THE BUILDING WITHOUT ANY EXCEPTIONS.
5. CONTRACTOR IS SOLELY RESPONSIBLE FOR MAKING PROVISIONS SO THAT THE WORK DOES NOT IMPACT PLANT OPERATIONS. MAINTAIN CONTINUOUS ACCESS TO ALL OPERATIONAL EQUIPMENT FOR O&M. PROVIDE TENTING AS NECESSARY TO AVOID POLLUTION OF WATER IN OPERATIONAL FTUS.



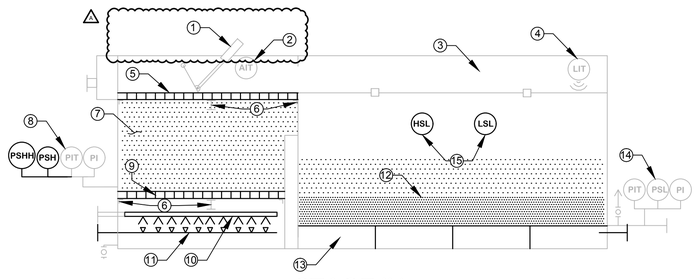
STAGE III

KEYNOTES:

1. WELD ON EYE LID ON THE WASTE GATE AND RECOAT.
2. RECOAT INSIDE AND OUTSIDE OF THE FTU WITHOUT ANY EXCEPTIONS.
3. REPAIR AND RECOAT STRUCTURAL MEMBERS AND REPLACE ALL EXISTING HARDWARE.
4. WELD ON PLUGS IN EXISTING OPENINGS AND COAT
5. CUT IN A NEW OPENING FOR AIR DISTRIBUTION AND WELD IN A FLANGE CONNECTION AND THEN COAT.
6. MODIFY AND/OR INSTALL TANK WALL STIFFENERS AND APPLY COATING.
7. MODIFY AND/OR INSTALL SUPPORTS OF PIPING MANIFOLDS AND APPLY COATING.
8.
9. CUT IN A LARGER OPENING AND WELD IN A LARGER FLANGE CONNECTION FOR AIR DISTRIBUTION AND THEN COAT.

STAGE III NOTES:

1. CLEANING, SURFACE PREPARATION FOR COATING, REPAIRS, AND RE-COATING WORK SHALL BE EXECUTED DURING STAGE III.
2. UPON COMPLETION OF THE DEMOLITION, THOROUGHLY CLEAN THE FTU AND THEN INSTALL STRUCTURAL UPGRADES INCLUDING BUT NOT LIMITED TO WELDING OF TANK STIFFENERS, WELDING OF A FLANGE CONNECTION FOR AIR DISTRIBUTION, AND MAKE REPAIRS TO ALL SALVAGED STRUCTURAL ELEMENTS PRIOR TO SURFACE PREPARATION FOR RE-COATING.
3. AFTER THE SURFACE PREPARATION (SANDBLASTING) CONTRACTOR SHALL, WITH THE OWNER, JOINTLY INSPECT THE TANK TO IDENTIFY AREAS SUBJECT TO SEVERE CORROSION AND DETERIORATION. AREAS WITH SEVERE DETERIORATION SHALL BE REPAIRED PRIOR TO RE-COATING WORK.
4. RE-COAT THE ENTIRE INSIDE AND OUTSIDE OF THE FTU. RECOAT ALL SALVAGED ELEMENTS INSIDE THE FTU.
5. REPLACE ALL GASKET MATERIALS FOUND INSIDE THE TANK.
6. DISINFECT SECTIONS OF THE FTU TO BE CONCEALED BY WORK IN STAGE IV PRIOR TO STARTING STAGE IV WORK.
7. REFER TO THE COATING SPECIFICATION SECTION FOR MORE MORE INFORMATION.



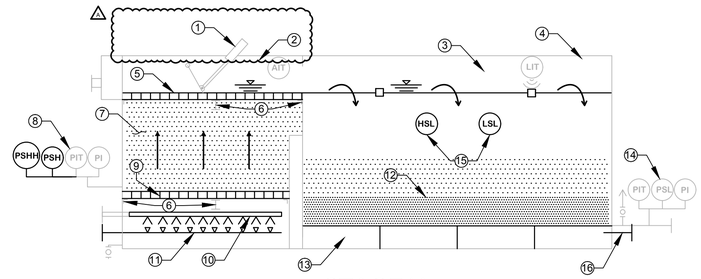
STAGE IV

KEYNOTES:

1. PREPARE FOR OPERATION
2. REINSTALL TURBIDIMETER
3. PROTECT COATING
4. REINSTALL LEVEL INSTRUMENT
5. INSTALL REPLACEMENT MEDIA RETENTION SCREEN
6. REPLACE ALL HARDWARE AND GASKETS
7. INSTALL REPLACEMENT MEDIA
8. INSTALL REPLACEMENT PRESSURE SWITCHES
9. INSTALL REPLACEMENT MEDIA SUPPORT GRATING
10. INSTALL REPLACEMENT INFLUENT DISTRIBUTION MANIFOLD
11. INSTALL REPLACEMENT AIR DISTRIBUTION MANIFOLD
12. INSTALL REPLACEMENT FILTER MEDIA
13. INSTALL NEW MULTIBLOCK UNDERDRAIN AND RELATED CONCRETE FILL
14. REINSTALL FILTER HEADLOSS PRESSURE SWITCH ASSEMBLY
15. INSTALL NEW LEVEL SWITCHES

STAGE IV NOTES:

1. STAGE IV STARTS AFTER ALL REHABILITATION WORK FROM STAGE III IS COMPLETED. ALL WORK NOT EXECUTED IN PREVIOUS STAGES, BUT WHICH IS REQUIRED TO MAKE THE UPGRADED FTUS OPERATIONAL SHALL BE EXECUTED DURING THIS STAGE. ALL PROGRAMMING AND TESTING SHALL BE EXECUTED IN THIS STAGE.
2. PRIOR TO MAKING THE FTU OPERATIONAL, PERFORM DISINFECTION PER AWWA STANDARDS. REPEAT DISINFECTION PROCEDURES UNTIL SATISFACTORY BACTERIOLOGICAL TEST RESULTS ARE OBTAINED.
3. INSTALL THE FTU PROCESS CONTROL PANEL ALONGSIDE THE REHABILITATION OF THE FIRST OF TWO FTUS. CONTRACTOR IS SOLELY RESPONSIBLE FOR MAKING NECESSARY, TEMPORARY OR PERMANENT. PROVISIONS TO FACILITATE A SMOOTH TRANSITION BETWEEN THE EXISTING AND THE REBUILT FTU PROCESS CONTROL PANEL



STAGE V

KEYNOTES:

1. HYDRAULICALLY ACTUATED WASTE GATE
2. TURBIDIMETER
3. RECOATED FTU TANK
4. LEVEL INSTRUMENT
5. MEDIA RETENTION SCREEN
6. SCREEN STRUCTURAL SUPPORT MEMBERS
7. CLARIFIER ADSORPTION MEDIA
8. UPGRADED CLARIFIER PRESSURE SWITCH ASSEMBLY
9. LOWER MEDIA SUPPORT GRATING
10. INFLUENT DISTRIBUTION MANIFOLD
11. AIR DISTRIBUTION MANIFOLD
12. FILTER MEDIA
13. MULTIBLOCK UNDERDRAIN
14. FILTER HEADLOSS PRESSURE SWITCH ASSEMBLY
15. LEVEL SWITCHES
16. AIR CONNECTION

STAGE V NOTES:

1. BRING THE UPGRADED FTU ONLINE.

GENERAL NOTES:

1. THE PURPOSE OF THIS SEQUENCING PLAN IS TO PROVIDE GENERAL GUIDANCE IN PLANNING THE WORK. CONTRACTOR IS SOLELY RESPONSIBLE FOR DEVELOPING A DETAILED SEQUENCE OF WORK THAT ACCOMPLISHES THE WORK SHOWN IN THE CONTRACT DOCUMENTS WITH MINIMUM POSSIBLE INTERRUPTION TO THE EXISTING FACILITIES AND WHICH COMPLIES WITH ALL THE LIMITATIONS AND RESTRICTIONS OF PLANT OPERATIONS.
2. INTERRUPTIONS TO POWER SUPPLY SHALL BE LIMITED TO A MAXIMUM OF 8 HOURS FOR ELECTRICAL SYSTEM MODIFICATIONS. INTERRUPTIONS SHALL BE COORDINATED WITH THE CITY 30-DAYS IN ADVANCE. THE INTERRUPTIONS SHALL BE LIMITED TO EVENINGS AFTER 4:30 PM.
3. TEMPORARILY RELOCATE EXISTING CHEMICAL METERING EQUIPMENT AS NECESSARY TO INSTALL REPLACEMENT CHEMICAL METERING EQUIPMENT.
4. OPERATIONAL INTERRUPTIONS WHICH REQUIRE BOTH FTU'S TO BE OFFLINE SHALL BE LIMITED TO 8 HOURS. INTERRUPTIONS SHALL BE LIMITED TO AND COORDINATED IN EVENING AFTER 4:30 PM.
5. WATER TREATMENT BUILDING ROOFING REPLACEMENT SHALL BE EXECUTED DURING THE SUMMER TIME/HIGH DEMAND SEASON TO AVOID CONFLICT WITH FTU REHABILITATION AND UPGRADE WORK.
6. THIS EQUIPMENT WILL NEED TO BE TEMPORARILY RELOCATED AND SUPPORTED AWAY FROM THE FTU AND ANY WIRING NEEDED TO OPERATE THE OTHER FTU WILL NEED TO BE TEMPORARILY EXTENDED AND CONNECTED TO THE RELOCATED EQUIPMENT.

ISSUE	DATE	DESCRIPTION
A	01/24	ADDENDUM NO. 1
0	12/22	ISSUED FOR BID

PROJECT MANAGER	ARASHDEEP SINGH
DESIGNED	A. SINGH
DESIGNED	
CHECKED	T. KONTONICKAS
DRAWN	S. LARI
DATE	12/2022
PROJECT NUMBER	10276484

LICENSED PROFESSIONAL ENGINEER ARASHDEEP SINGH STATE OF CALIF. Expiration Date

01/10/2024

City of Fort Bragg
Water Treatment Plant
Rehabilitation Project

REHABILITATION

FILTER TREATMENT UNITS NO. 1 AND NO. 2
REHAB PREPARATION SEQUENCING

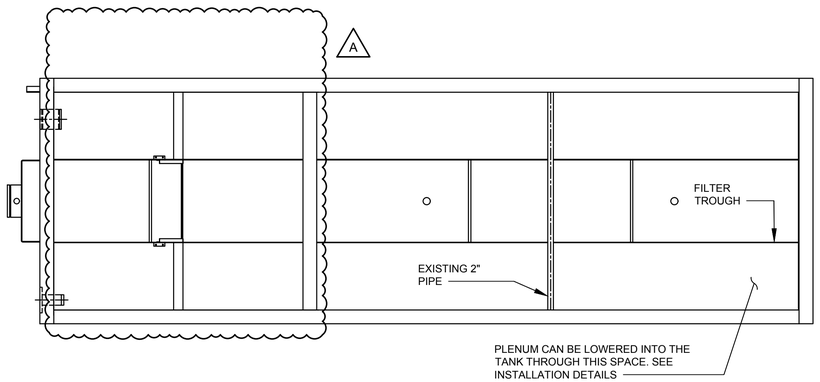
0 1" 2"

FILENAME 7R01.dwg
SCALE NONE

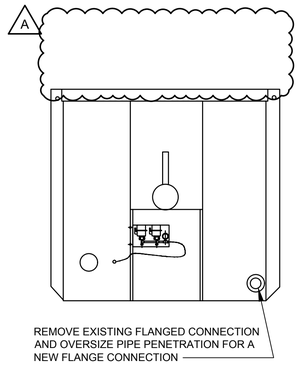
SHEET R01

FILE: C:\pwworking\west01\d2043094\7R01.dwg
DATE: 01/09/24 05:27:37pm, PVANMEU

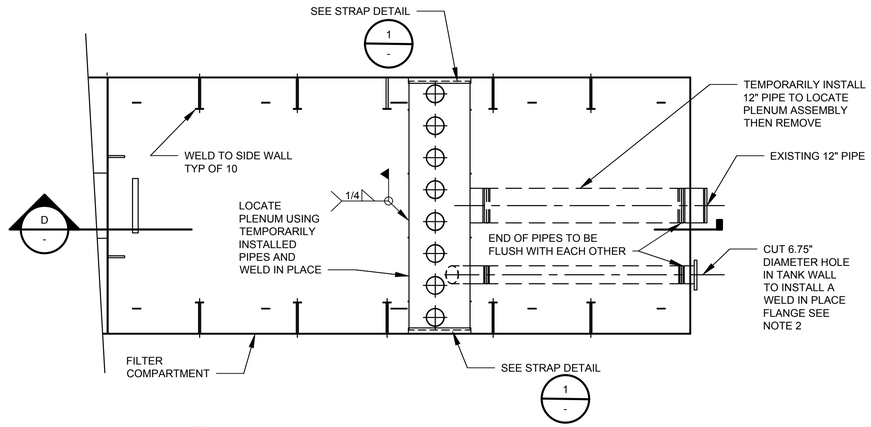
C:\pwworking\west01\d2043094\7R01.dwg, Layout1, 1/9/2024 5:27:36 PM, PVANMEU



FILTER TREATMENT UNIT STRUCTURAL MODIFICATIONS PLAN
NTS



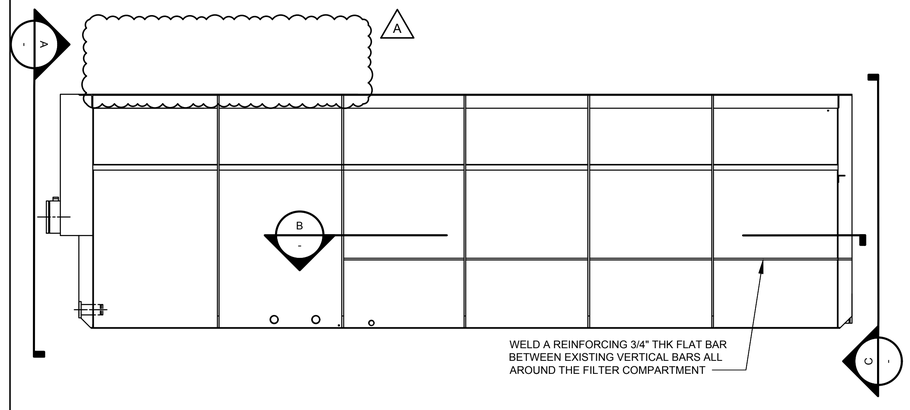
A - SECTION
NTS



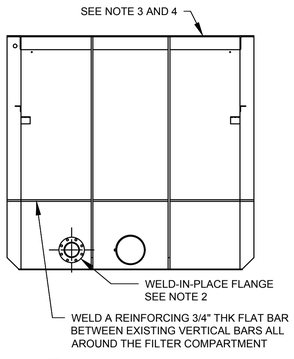
B - FILTER COMPARTMENT UPGRADES PLAN
NTS

NOTES:

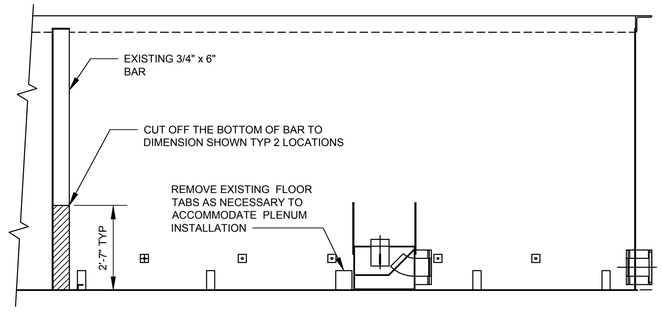
1. ALL WELDS TO BE CONTINUOUS, ALL AROUND, UNLESS OTHERWISE INDICATED.
2. FLANGE BOLT HOLES SHALL STRADDLE THE VERTICAL AND HORIZONTAL.
3. ALL WELD SCALE, SLAG, WELD SPLATTER AND ANTI SPLATTER COMPOUNDS SHALL BE REMOVED AND SHARP EDGES GROUND PER GENERAL INDUSTRY PRACTICE BEFORE SANDBLASTING AND PAINTING.
4. ALL THREADS AND COUPLINGS SHALL BE PROTECTED DURING SANDBLAST AND PAINT.



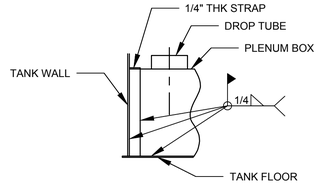
EXTERIOR TANK STRUCTURAL UPGRADES ELEVATION VIEW
NTS



C - SECTION
NTS



D - FILTER COMPARTMENT UPGRADES ELEVATION VIEW
NTS



1 - STRAP DETAIL
NTS

FILE: C:\pwworking\west01\d2043094\7R04.dwg
DATE: 01/09/24 05:30:31pm, PVANMEU

C:\pwworking\west01\d2043094\7R04.dwg, Layout1, 1/9/2024 5:30:30 PM, PVANMEU

ISSUE	DATE	DESCRIPTION
A	01/24	ADDENDUM NO. 1
0	12/22	ISSUED FOR BID

PROJECT MANAGER	ARASHDEEP SINGH
DESIGNED	A. SINGH
DESIGNED	
CHECKED	T. KONTONICKAS
DRAWN	S. LARI
DATE	12/2022
PROJECT NUMBER	10276484

LICENSED PROFESSIONAL ENGINEER
ARASHDEEP SINGH
No. 3
STATE OF CALIF.
01/10/2024

City of Fort Bragg
Water Treatment Plant
Rehabilitation Project

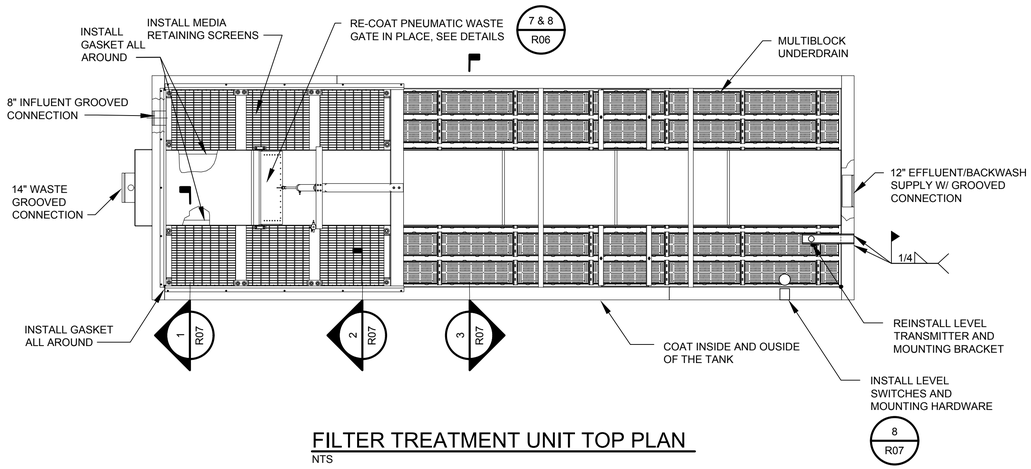
REHABILITATION

FILTER TREATMENT UNITS NO. 1 AND NO. 2
REHAB AND IMPROVEMENTS PLANS AND SECTIONS 1

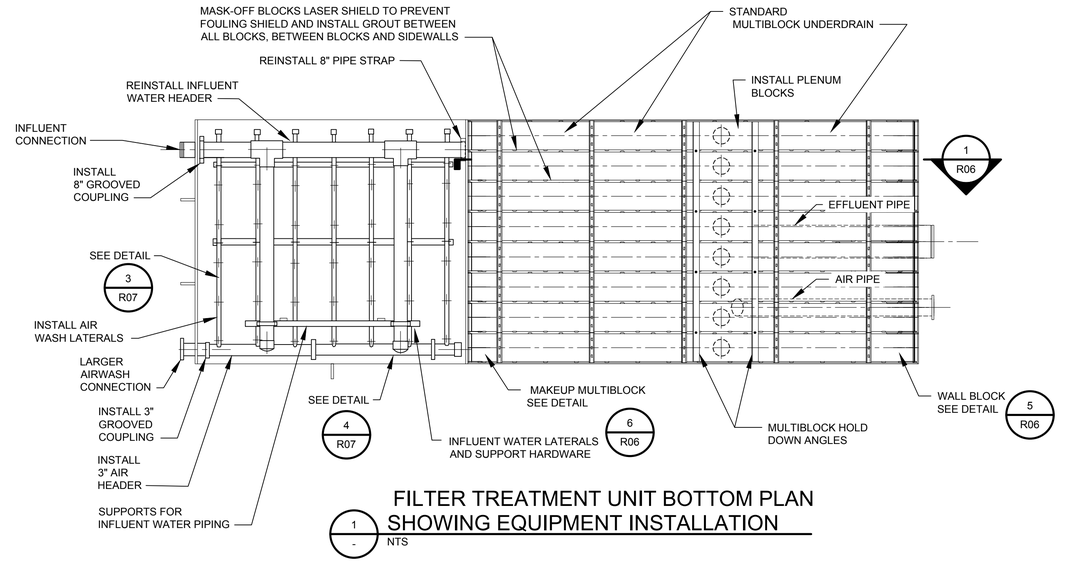
0 1" 2"

FILENAME 7R04.dwg
SCALE NONE

SHEET
R04



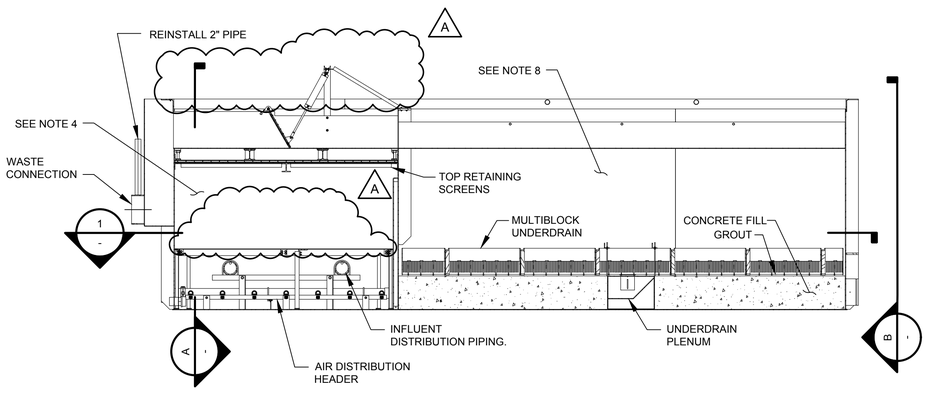
FILTER TREATMENT UNIT TOP PLAN
NTS



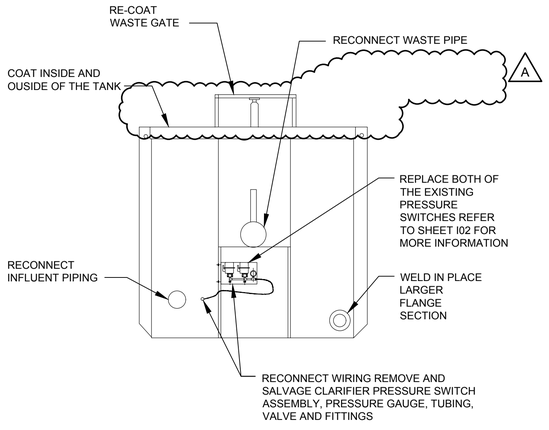
FILTER TREATMENT UNIT BOTTOM PLAN SHOWING EQUIPMENT INSTALLATION
1 / - NTS

NOTES:

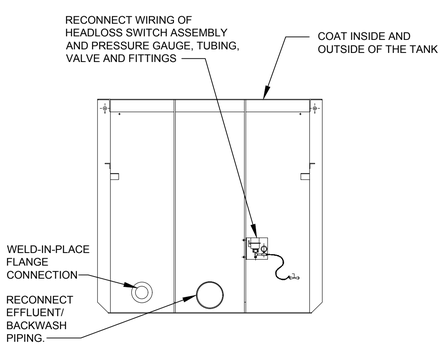
1. ALL BOLTS AND NUTS SHALL BE INSTALLED WITH A FLAT WASHER AGAINST PAINTED SURFACES. ALL FASTENERS SHALL BE TIGHTENED TO PROVIDE A SNUG FIT. DO NOT OVER TIGHTEN.
2. ALL ELEMENTS OF THE FILTER TREATMENT REHABILITATION TO BE ASSEMBLED AND INSTALLED IN THE FIELD.
3. REMOVE ALL FOREIGN MATERIAL FROM TANK INTERIOR PRIOR TO MEDIA INSTALLATION.
4. REPLACEMENT MEDIA SHOULD BE PLACED IN ADSORPTION CLARIFIER AFTER ALL AIR WASH LATERALS AND SUPPORTS HAVE BEEN ASSEMBLED AND PRIOR TO INSTALLATION OF MEDIA RETAINER COVER. THERE SHALL BE NO UNSCREENED OPENINGS IN MEDIA RETAINING COVER. FOLLOW MANUFACTURERS INSTRUCTIONS.
5. INSTALL GASKET BETWEEN MEDIA RETAINER SCREENS AND UNDER EDGES OF THE SCREENS.
6. ALL AIR NOZZLES MUST BE COMPLETELY LEVEL.
7. APPLY ADHESIVE, 3M ADHESIVE #77, ON ONE EDGE OF GRATING PRIOR TO ATTACHING GASKET MATERIAL.
8. INSTALL REPLACEMENT FILTER MEDIA AFTER ALL UPGRADE AND REHABILITATION WORK IS COMPILED. FILTER MEDIA NOT SHOWN.



FILTER TREATMENT UNIT CROSS SECTION
NTS



A / - SECTION
NTS



B / - SECTION
NTS

FILE: C:\pwworking\west01\d2043094\R05.dwg
DATE: 01/09/24 05:35:09pm, PVANMEU

C:\pwworking\west01\d2043094\7R05.dwg, Layout1, 1/9/2024 5:35:08 PM, PVANMEU

ISSUE	DATE	DESCRIPTION
A	01/24	ADDENDUM NO. 1
0	12/22	ISSUED FOR BID

PROJECT MANAGER	ARASHDEEP SINGH
DESIGNED	A. SINGH
DESIGNED	
CHECKED	T. KONTONICKAS
DRAWN	S. LARI
DATE	12/2022
PROJECT NUMBER	10276484

LICENSED PROFESSIONAL ENGINEER — ARASHDEEP SINGH — STATE OF CALIF.
01/10/2024

City of Fort Bragg
Water Treatment Plant
Rehabilitation Project

REHABILITATION

FILTER TREATMENT UNITS NO. 1 AND NO. 2
REHAB AND IMPROVEMENTS PLANS AND SECTIONS 2

0 1" 2"

FILENAME 7R05.dwg
SCALE NONE

SHEET R05

Water Treatment Plant Rehabilitation
City Project No. WTR-00017
January 19, 2024

DESIGNER

HDR Engineering, Inc.
2365 Iron Point Road, Suite 300
Folsom, CA 95630
(916) 817-4700
(916) 817-4747 (Fax)

OWNER

City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

01/19/2024

GENERAL

Scope

A. This Addendum forms a part of the Bidding and Contract Documents and modifies the Project Specifications described below.

B. This Addendum consists of 3 pages and the following attachments:
1. Additional Attachment to Specification Section 00 73 73 – Funding – Financing Entity Requirements (57 pages) attached.
2. Reissued Appendix A – WesTech's Proposal for Specification Section 46 07 13 – Filter Treatment Units Retrofit (16 pages) attached.

Acknowledgment

A. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

REVISIONS TO SPECIFICATIONS

Section 00 73 73 – Funding-Financing Entity Requirements"

Article 7.
ADD
"7. Implementation of the Clean Water and Drinking Water State Resolving Fund Provisions of the Bipartisan Infrastructure Law."

Refer to the attached memorandum: "Implementation of the Clean Water and Drinking Water State Resolving Fund Provisions of the Bipartisan Infrastructure Law" (57 pages)

Section 03 15 19 – Anchorage to Concrete

Article 3.2.C.2.
DELETE

Section 23 34 00 – HVAC: FANS

Article 3.2.A.
DELETE

Section 33 47 13 – Geomembrane Liner

Article 3.5.H.1.e.
CHANGE
"e. A maximum of two extrusion beads can be laid side-by side on Enviro Liner 4000."

TO READ
"e. A maximum of two extrusion beads can be laid side-by side on Enviro Liner **6000**."

Article 3.6.
DELETE

Article 3.8.D.2.
CHANGE
"2. Field seam test samples shall be collected and tested in accordance with the provisions stated herein (peel strength, breakaway peel strength, and tensile strength)."

TO READ
"2. Field seam test samples shall be collected and tested in accordance with the provisions stated herein (peel strength and tensile strength)."

Article 3.8.F.1.b.
DELETE

Article 3.8.G.2.
CHANGE
"2. One seam test sample per 5,000 LF of rollstock-to-rollstock shop seams, or one seam test sample per panel, whichever yields the greater number of seam test samples, is required. Each seam test sample shall be tested for the required tests (peel strength, breakaway peel strength, and tensile strength)."

TO READ
"2. One seam test sample per 5,000 LF of rollstock-to-rollstock shop seams, or one seam test sample per panel, whichever yields the greater number of seam test samples, is required. Each seam test sample shall be tested for the required tests (peel strength and tensile strength)."

Article 3.8.H.2.
CHANGE
"2. One seam test sample per 500 FT of panel-to-panel field seam shall be tested for the required tests (peel strength, breakaway peel strength, and tensile strength)."

TO READ
"2. One seam test sample per 500 FT of panel-to-panel field seam shall be tested for the required tests (peel strength and tensile strength)."

Section 46 07 13 – Filter Treatment Units Retrofit

Appendix A
REPLACE WITH ATTACHED UPDATED WESTECH'S PROPOSAL

End of Addendum

FUNDING ENTITY REQUIREMENT NO. 7 – Implementation of the Clean Water and Drinking Water State Revolving Fund Provisions of the Bipartisan Infrastructure Law, comprised of 56 pages

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

March 8, 2022

MEMORANDUM

SUBJECT: Implementation of the Clean Water and Drinking Water State Revolving Fund Provisions of the Bipartisan Infrastructure Law

FROM: Radhika Fox
Assistant Administrator

TO: EPA Regional Water Division Directors
State SRF Program Managers

Overview

President Biden signed the Bipartisan Infrastructure Law on November 15, 2021. The law's investment in the water sector is nothing short of transformational. It includes $50 billion to the U.S. Environmental Protection Agency (EPA) to strengthen the nation's drinking water and wastewater systems – the single largest investment in clean water that the federal government has ever made.

EPA is committed to a productive partnership with states, tribes, and territories to maximize the impact of these funds in addressing urgent water challenges facing communities. The majority of water infrastructure dollars will flow through the Clean Water and Drinking Water State Revolving Funds (SRFs). For decades, the SRFs have been the foundation of water infrastructure investments, providing low-cost financing for local projects across America. EPA, states, tribes, and territories have successfully worked together to steward more than $200 billion in SRF funds since 1988.

This memorandum provides information and guidelines on how EPA will award and administer SRF Capitalization Grants appropriated to the State and Tribal Assistance Grants (STAG) account in the Bipartisan Infrastructure Law (BIL) (P.L. 117-58), also known as the "Infrastructure Investment and Jobs Act of 2021" (IIJA). The information is organized in the following manner:

- **Implementation Memorandum.** This memorandum reviews key priorities for SRF BIL implementation. EPA Regional Water Divisions and Office of Water stand ready to work closely with states, tribes, and territories to collaboratively accomplish these goals.

- **Attachment 1: BIL Funding Implementation.** Attachment 1 provides detailed technical information pertaining to program requirements for the five SRF funds through the BIL: CWSRF General Supplemental Funding, CWSRF Emerging Contaminants Funding, DWSRF General

Supplemental Funding, DWSRF Emerging Contaminants Funding, and DWSRF Lead Service Line Replacement Funding.

- **Attachment 2: CWSRF Base Program Implementation.** Attachment 2 reviews key BIL amendments to the Clean Water Act (CWA), which include new provisions applicable to the base CWSRF programs and, unless otherwise directed, are also applicable to projects funded in whole or in part with funds made available by BIL.

- **Attachment 3: DWSRF Base Program Implementation.** Attachment 3 reviews key BIL amendments to the Safe Drinking Water Act (SDWA), which include new provisions applicable to the base DWSRF programs and, unless otherwise directed, are also applicable to projects funded in whole or in part with BIL funds.

This implementation memorandum is expected to be applicable to all five years of BIL appropriations. EPA will issue procedures during FYs 2023 through 2026 with allotment tables and any other necessary program updates. EPA will also issue, and periodically update, a list of questions and answers.

Key Priorities

Provide Flexibility to Meet Local Water Needs

A fundamental principle of the SRFs – which is reaffirmed in this BIL implementation memorandum – is the flexibility provided to states and borrowers to address a wide variety of local water quality and public health challenges. EPA continues to support and actively encourage flexibility in the implementation of BIL SRF funding. For borrowers, the SRFs remain a flexible source of capital that can be used in combination with additional funding sources to finance water infrastructure projects. With supplemental funding to the CWSRF and DWSRF – and creation of dedicated funding within the SRFs to tackle lead and emerging contaminants – states have a great deal of flexibility in program administration. This implementation memorandum and accompanying technical attachments confirm state flexibilities for the BIL SRF funding, including, but not limited to, the following:

As it relates to program administration and processes, states have the flexibility to:

- Determine priorities and select projects.
- Combine Intended Use Plans (IUPs) and Project Priority Lists (PPLs) for both the BIL and base funding or submit separate IUPs and PPLs for both base and BIL funding.
- Apply for conditional or partial grants.
- Craft single assistance agreements (e.g., loans or grants) that contain multiple types of construction components and activities funded by multiple pots if the funds are tracked separately.
- Design and manage the application process.
- Take administrative funds from each funding stream.
- Transfer funds between programs to address state needs.
- Use recycled funds for any eligible purpose.
- Set interest rates and repayment terms.

As it relates to the additional subsidy, states have the flexibility to:

- Define disadvantaged community and affordability criteria in a manner that is consistent with SDWA and CWA.
- Determine the amount of additional subsidization provided in each assistance agreement.

As it relates to emerging contaminants, states have the flexibility to:

- Choose projects that are CWSRF eligible whose primary purpose is to address emerging contaminants using a broad definition.
- Select projects that are DWSRF eligible whose primary purpose must be to address emerging contaminants, with a focus on PFAS, using the broad CCL 1-5.

Additionally, the Department of the Treasury has determined that State and Local Financial Recovery Funds under the American Rescue Plan Act available for the provision of government services, up to the amount of the recipient's reduction in revenue due to the public health emergency, may be used to meet the non-federal match requirements of the DWSRF and CWSRF programs. This provides states additional flexibility to meet match requirements included in the BIL. EPA will be providing a fact sheet to state SRF programs to support utilization of this flexibility.

Increase Investment in Disadvantaged Communities

A key priority of BIL is to ensure that disadvantaged communities benefit equitably from this historic investment in water infrastructure. Disadvantaged communities can include those with environmental justice concerns that often include low-income people and communities of color. Disadvantaged communities exist in every state, tribe, and territory and encompass urban, suburban, and rural areas across America. Disadvantaged communities experience, or are at risk of experiencing, disproportionately high exposure to pollution – whether in air, land, or water.

The BIL mandates that 49% of funds provided through the DWSRF General Supplemental Funding and DWSRF Lead Service Line Replacement Funding must be provided as grants and forgivable loans to disadvantaged communities. The BIL also requires that not less than 25% of funds provided through the DWSRF Emerging Contaminants Funding be provided as grants and forgivable loans to disadvantaged communities or public water systems serving fewer than 25,000 people. The SDWA requires states to establish a definition of disadvantaged communities that can receive this additional subsidization.

For the CWSRF, the BIL mandates that 49% of funds provided through the CWSRF General Supplemental Funding must be provided as grants and forgivable loans to the following assistance recipients or project types:

- Municipalities that meet the state's affordability criteria.
- Municipalities that do not meet the state's affordability criteria but seek additional subsidization to benefit individual ratepayers in the residential user rate class.
- Entities that implement a process, material, technique, or technology that addresses water or energy efficiency goals; mitigates stormwater runoff; or encourages sustainable project planning, design, and construction.

Congress, acting in a bipartisan fashion, included these provisions to ensure that disadvantaged communities fully benefit from these historic investments in the water sector. EPA will actively work with states to fully meet Congressional intent. This will include helping states identify communities in need, affirmatively reviewing SRF IUPs, and conducting annual reviews that evaluate progress toward this bipartisan requirement.

EPA will collaborate with state SRF programs to share models, examples, and build state capacity to target resources to disadvantaged communities. In addition to the technical assistance offered by the states to disadvantaged communities, EPA will launch a substantial technical assistance program – in

close collaboration with states – to provide assistance directly to disadvantaged communities that lack the financial, managerial, and technical capacity to access the SRF program.

Throughout the five years of BIL implementation, EPA expects states to:

- **Evaluate and revise, as needed, the DWSRF disadvantaged community definition and CWSRF affordability criteria.** This definition and these criteria should capture both urban and rural disadvantaged communities and include criteria that are consistent with the appropriate statute. For example, a state definition of "disadvantaged" under the SDWA entirely based on population and without reference to affordability is problematic. The technical guidance in Attachment 1, Appendix E provides further information on disadvantaged community definitions/affordability criteria and EPA oversight of this provision.

- **Evaluate the SRFs' priority point system for project ranking commensurate with need.** Priority points may need to be redistributed to ensure disadvantaged communities are receiving funding. For example, states should evaluate the weight associated with points given for different ranking criteria to determine whether they act as a barrier to, or encourage, funding for disadvantaged communities.

- **Technical assistance funding.** EPA recommends states use the full DWSRF 2% small system technical assistance set-aside and the newly available CWSRF 2% technical assistance funds to enhance or build programs that proactively identify, reach out to, and provide assistance to rural, small, and tribal publicly owned treatment works and drinking water systems, particularly in disadvantaged communities. The programs should be designed to help disadvantaged communities identify needs, develop projects, apply for funding, design and implement projects, build capacity, and create training and career pathways.

- **Engage residents and community stakeholders in disadvantaged communities.** SRFs have successfully funded many projects in small and disadvantaged communities in the past. To continue and deepen this success, it may be necessary to develop relationships with new constituencies to reach disadvantaged communities with technical assistance and funding. EPA encourages states to reach beyond traditional stakeholder organizations and engage neighborhood and other organizations connected to the community to help identify needs, comment on IUPs, and communicate priorities.

Working collaboratively, EPA and SRF programs can make progress towards Justice40, which aims to ensure that federal agencies deliver at least 40% of benefits from certain investments to disadvantaged communities.

Make Rapid Progress on Lead Service Line Replacement

The BIL contains a historic $15 billion in dedicated funding through the DWSRF for lead service line (LSL) identification and replacement. This funding is being provided to states with no match requirement. EPA will collaborate with state SRF programs to share models, guidance, and build state capacity to assist local communities and ensure lead service line funding is effectively and equitably deployed. DWSRF supplemental funding and base funding can be used for LSL identification and replacement.

As states plan for the use of these funds, EPA recommends:

- **Working closely with local water agencies to rapidly complete LSL inventories.** While inventories do not need to be complete before LSL replacement begins, EPA strongly encourages

states to devote funding and technical assistance to help local water systems develop LSL inventories and undertake replacement planning. Under the Lead and Copper Rule Revisions, all water systems must have initial inventories by October 2024, but EPA urges states to employ technical assistance set-aside funds to help water systems develop inventories more quickly, wherever practicable. Preparing the inventory will allow systems to assess the magnitude of their LSLs, better identify sampling locations, and begin planning for LSL removal actions, including applying for BIL funds.

- **Supporting water agencies in planning for full, not partial, LSL replacement.** Any project funded under this $15 billion appropriation for the replacement of LSLs must replace the entire LSL, not just a portion, unless a portion has already been replaced. States should affirmatively convey this to potential SRF applicants to ensure that they propose projects that fully replace, and pay for, both public and private LSLs. This BIL requirement helps address a long-standing equity challenge – for some Americans, the cost to replace their portion of LSLs is prohibitively high. Americans unable to replace their portion of the LSL remain disproportionately exposed to lead and its harmful impacts.

Address PFAS and Emerging Contaminants

The BIL provides $5 billion through the SRFs to reduce people's exposure to perfluoroalkyl and polyfluoroalkyl substances (PFAS) and other emerging contaminants through their drinking water and to help address discharges through wastewater and, potentially, nonpoint sources. This is a unique opportunity to prioritize investment to local communities that are on the frontlines of PFAS contamination and that have few options to finance solutions through traditional programs. The BIL provides emerging contaminants funding through the SRFs that must be distributed to communities entirely as forgivable loans or grants. States are not required to provide matching funds. This demonstrates an unprecedented commitment from Congress to addressing PFAS water contamination across the nation.

PFAS are not the only emerging contaminants that threaten our water supplies and environment. Water projects that address other emerging contaminants will also be eligible for funding under this program. In Attachment 1, Appendices B and C, EPA has provided a description of emerging contaminants for the SRF programs to use in evaluating project eligibility.

Support Resilience and One Water Innovation

One of the defining features of the SRFs is the broad range of eligible projects that states can fund to flexibly support priority needs. EPA encourages states to utilize the significant increase in SRF funding for infrastructure projects that make water systems more resilient to all threats – whether it is natural disasters, climate change, or threats such as bioterrorism and cyber-attacks.

States are strongly encouraged to fund projects that:

- **Foster resilience to all threats and hazards.** Consistent with Presidential Policy Directive (PPD) 21, critical infrastructure must be secure and resilient to all threats and hazards, both natural and manmade, in an increasingly electrified, digitized, and interconnected society. EPA urges states to use the historic increase in SRF funding to foster water, wastewater, and stormwater system resilience to all hazards, including new and emerging threats like cyber-attacks.

- **Support climate adaptation.** EPA strongly encourages states to support water, wastewater, and stormwater infrastructure projects that apply the best available and most geographically relevant

climate information, projections, and standards, such as the Federal Flood Risk Management Standard. States should consider how to incorporate climate resilience criteria into their prioritization of SRF funding under the BIL.

- **Drive toward energy efficient and climate smart water systems.** Water and wastewater systems are significant energy users and release potent greenhouse gases, including nitrous oxide and methane. EPA strongly encourages states to utilize BIL funding to support local water and wastewater agencies' efforts to reduce nitrous oxide and methane emissions, incorporate renewable energy generation, and complete other projects that reduce the greenhouse gas footprint of the water industry.

Support American Workers and Renew the Water Workforce

The BIL is not only an opportunity to reinvest in America's water infrastructure, but also an opportunity to invest in the American worker. BIL investments will create jobs in construction, operations, and maintenance, and other family-supporting careers – at a pivotal moment when more than one-third of the water workforce will retire in the next five years. Throughout BIL implementation, EPA is committed to working with states, tribes, and territories – as well as labor organizations, employers, and educators – to renew America's water workforce and create good-paying jobs in communities across America.

As states implement SRF funding, they should:

- Enforce long-standing Davis-Bacon related act prevailing wage requirements across projects that receive CWSRF and DWSRF resources, as required under federal law.

- Encourage pre-apprenticeship, registered apprenticeship, and youth training programs that open pathways to employment.

- Encourage SRF funding recipients to support safe, equitable, and fair labor practices by adopting collective bargaining agreements, local hiring provisions (as applicable), project labor agreements, and community benefits agreements. EPA, in collaboration with the Department of Labor, will provide information and tools to support these efforts.

Cultivate Domestic Manufacturing

Acting in a bipartisan fashion, Congress passed the Build America Buy America (BABA) Act in 2021, concurrently with the BIL. Congress established this domestic preference program to create long-term opportunities for domestic manufacturers and manufacturing jobs and build resilient domestic supply chains for a wide range of products.

For SRF recipients, BABA expands existing American Iron and Steel (AIS) requirements (which EPA has implemented since 2014) to include construction materials and manufactured goods.

The Office of Management and Budget will release program guidance to federal agencies. EPA will then issue implementation procedures for BABA compliance for federal water infrastructure funding programs. EPA recognizes this is a new and complex provision, and we will work closely with states, tribes, and territories on technical assistance and training.

As states deploy BIL SRF funding, programs should:

- Oversee BABA implementation across state SRF-funded projects, as applicable, and provide detailed information on BABA compliance requirements, flexibilities, and processes to recipients.

- Inform SRF grant and loan recipients of the domestic preference requirements. EPA will work with states to develop and provide information to SRF recipients.

- Collaborate with EPA and industry to incentivize and grow domestic supply chains and U.S. manufacturing capacity for products essential to drinking water, wastewater, and stormwater infrastructure.

- Educate funding recipients about their eligibility for waivers and provide help applying for waivers. EPA will develop appropriate waivers and processes to facilitate a smooth transition to these expanded requirements.

Fully Enforce Civil Rights

Under Title VI of the Civil Rights Act, EPA has a responsibility to ensure that federal funds are not being used to subsidize discrimination based on race, color, or national origin. This prohibition against discrimination under Title VI has been a statutory mandate since 1964, and EPA has had Title VI regulations since 1973. EPA's nondiscrimination regulations prohibit recipients of EPA financial assistance from taking actions in their programs or activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex. EPA intends to carefully evaluate the implementation of SRF funding under the BIL to ensure compliance with civil rights laws. EPA will provide interested states with technical assistance and training to support their compliance with Title VI obligations.

Refine State SRFs to Build the Pipeline of Projects

EPA encourages states to strategically use new authorities and funds from BIL as a catalyst to continue building and maintaining a robust project pipeline of SRF projects. It is critical that states use all funds– both from BIL and the base SRF programs – in a timely and expeditious manner. At the same time, sustainable projects are necessary to transforming the sector. To help achieve this balance, EPA recommends states use practices already exemplified in some SRF programs:

- **Simplify and streamline the application process.** Burdensome application processes, additional program requirements, or other barriers may discourage program participation from disadvantaged communities. States should take actions that reduce the burden including moving to a digital application process, coordinating applications and requirements across funding programs, and more. States are encouraged to introduce greater flexibility to the application timeline, such as eliminating application deadlines or operating a year-round application cycle with quarterly project ranking.

- **Use set-asides and technical assistance.** Some disadvantaged communities lack the capacity to navigate the SRF application process and manage the project. States should offer and expand pre-development and pre-construction funding to seed project development for small and disadvantaged communities.

- **Encourage integrated, regional approaches.** Regionalization, partnerships, and/or non-physical consolidation may be the best option for some systems. This can be encouraged and

incentivized through the SRFs. State SRF programs should explore ways to provide funding to communities that agree to connect small systems to their wastewater and drinking water systems. SRF programs should also employ state-led regional education and planning opportunities, giving emphasis to integrated planning as authorized under CWA Section 402(s).

- **Increase internal and external outreach and communications about the SRF programs and the BIL funding.** This could include presentations or other marketing events to municipal and utility officials, targeted outreach to distressed water systems or those with substantial infrastructure needs, workshops and webinars, in-person training programs, training video or digital modules on the application process, and partnering with community groups and philanthropic organizations.

Conclusion

Building on the long and successful history of the SRFs, EPA, state and tribal water programs, and local governments can transform the water sector through this funding. EPA is committed to ensuring all communities have access to drinkable, fishable, and swimmable water – particularly historically disadvantaged communities. EPA is committed to a productive partnership with states, tribes, and territories to maximize the impact of these funds in addressing urgent water challenges facing communities.

Attachments

Attachment 1: BIL Funding Implementation
Guidance on CWSRF General Supplemental Funding**,** CWSRF Emerging Contaminants Funding**,** DWSRF General Supplemental Funding**,** DWSRF Emerging Contaminants Funding and DWSRF Lead Service Line Replacement Funding.

Appendices to Attachment 1

A. Bipartisan Infrastructure Law: Environmental Protection Agency: 2022 State Revolving Fund (SRF) Grants to States, Tribes, and Territories by Program
B. CWSRF Definition of Emerging Contaminants
C. Detailed List of DWSRF Emerging Contaminants Project and Activity Examples
D. Detailed List of DWSRF Lead Service Line Replacement Project and Activity Examples
E. Additional Information to Assist States with Developing a Disadvantaged Community Definition and Affordability Criteria

Attachment 2: Implementation of CWSRF-Related Amendments in the BIL
The BIL amends the CWA to include new provisions applicable to the base CWSRF programs and unless otherwise directed, applicable to projects funded in whole or in part with funds made available by BIL.

Attachment 3: Implementation of DWSRF-Related Amendments in the BIL
The BIL amends the SDWA to include new provisions applicable to the base DWSRF programs and unless otherwise directed, applicable to projects funded in whole or in part with funds made available by BIL.

Attachment 1:
BIL Funding Implementation

Implementation of CWSRF and DWSRF Funding in the Bipartisan Infrastructure Law (BIL)

This attachment assists states in implementing funding appropriated from the Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act (IIJA) of 2021, (P.L. 117-58), signed by President Biden on November 15, 2021. The following information guides the implementation of five BIL appropriations:

- CWSRF General Supplemental Funding
- CWSRF Emerging Contaminants Funding
- DWSRF General Supplemental Funding
- DWSRF Emerging Contaminants Funding
- DWSRF Lead Service Line Replacement Funding

I. BACKGROUND

The BIL appropriates more than $43 billion to be administered through the existing CWSRF and DWSRF programs from fiscal years (FYs) 2022 through 2026. There are two appropriations per year for the CWSRF and three appropriations per year for the DWSRF. Table 1 below shows a summary of the five distinct appropriations and annual appropriation amounts. Per statute, EPA will use the existing SRF allotment formulas[1] for all BIL SRF appropriations. For the DWSRF, the allotment formula will change upon release of new data derived from the Seventh Drinking Water Needs Survey and Assessment (DWINSA). Allotment tables for FY 2022 are included in Appendix A.

Funds will remain available for obligation to states for the fiscal year in which they are appropriated and the following fiscal year, per the Clean Water Act (CWA) and Safe Drinking Water Act (SDWA).[2] For example, EPA will make the FY 2022 funds available for obligation to states during FY 2022 and FY 2023. EPA strongly encourages states to apply in the first fiscal year of availability. States must make commitments (i.e., they must sign assistance agreements, such as loans, with eligible recipients) within one year after the receipt of each capitalization grant payment from EPA.[3] Once EPA obligates the capitalization grants to the states, the funds will be available to states pursuant to grant regulations.

States administer the funds through the existing SRF programs. SRF requirements and procedures apply to these new funds. The partnership between the federal government and states is key to addressing our significant water infrastructure challenges. A central tenant of this partnership is the flexibility provided to states that allow for funding to be used to address each state's unique needs. General information on the SRF programs can be found at: https://www.epa.gov/cwsrf and https://www.epa.gov/dwsrf.

[1] 33 U.S.C. §1384(c) and 42 U.S.C. 300j-12 (a)(1)(E)
[2] 33 U.S.C. §1384(c)(2) and 42 U.S.C. 300j-12 (a)(1)(E)
[3] 40 CFR § 35.3135(c) and §35.3550(e)

Local drinking water and wastewater systems (and other eligible assistance recipients) apply for BIL SRF funding directly through their state CWSRF and DWSRF programs. Local leaders should direct questions about applications and state program eligibilities to their state SRF managers.

Table 1. Summary of BIL Appropriations (FY 2022 through FY 2026)						
Appropriation	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**Five Year Total**
CWSRF General Supplemental	$1,902,000,000	$2,202,000,000	$2,403,000,000	$2,603,000,000	$2,603,000,000	**$11,713,000,000**
CWSRF Emerging Contaminants	$100,000,000	$225,000,000	$225,000,000	$225,000,000	$225,000,000	**$1,000,000,000**
DWSRF General Supplemental	$1,902,000,000	$2,202,000,000	$2,403,000,000	$2,603,000,000	$2,603,000,000	**$11,713,000,000**
DWSRF Emerging Contaminants	$800,000,000	$800,000,000	$800,000,000	$800,000,000	$800,000,000	**$4,000,000,000**
DWSRF Lead Service Line Replacement	$3,000,000,000	$3,000,000,000	$3,000,000,000	$3,000,000,000	$3,000,000,000	**$15,000,000,000**

II. APPLICATION REQUIREMENTS FOR BIL CAPITALIZATION GRANT FUNDS

EPA recommends that states submit grant applications to EPA as soon as possible. States have the flexibility to combine Intended Use Plans (IUPs) and Project Priority Lists (PPLs) for both the BIL and base funding or submit separate IUPs and PPLs for both base and BIL funding. If combined, states must construct the IUPs and PPLs to ensure that EPA and the public can clearly identify BIL- and base-eligible projects, including identifying additional subsidization and funding amounts. The IUPs and PPLs must meet existing SRF requirements. Because of the BIL's appropriations for particular purposes, and to be consistent with existing grants regulations and reporting requirements, states must submit separate grant applications for each BIL appropriation, and separately from "base" SRF capitalization grant applications in grants.gov.

To receive BIL funding, states must submit the following documents to EPA:

A. INTENDED USE PLANS

Section 606(c) of the CWA and section 1452(b) of the SDWA require the states to prepare a plan identifying the intended uses of the funds in the SRF and describing how those uses support the goals of the SRF. An IUP, meeting all requirements of Title VI of the CWA and regulations, or section 1452 of the SDWA and regulations, will be required for EPA's approval of a grant award and release of awarded funds. Public engagement is strongly encouraged during the state's solicitation stage to ensure an abundance of diverse applicants as the IUP is being developed. EPA will review IUPs to ensure consistency between the state's DWSRF disadvantaged community definition or CWSRF affordability criteria and the statutory requirements.

1. List of Projects: States have flexibility to fund a wide variety of projects. Under CWA §606(c)(1), the IUP must include a list of publicly owned treatment works projects on the state's Project Priority List (PPL), developed pursuant to section 216 of the CWA, that are eligible for

SRF construction assistance. This list must include: the name of the community; permit number or other applicable enforceable requirement, if available; the type of financial assistance; and the projected amount of eligible assistance. The IUP must also contain a list of the activities eligible under section 603(c) of the CWA, including the nonpoint source and national estuary protection activities that the state expects to fund from its SRF. The fundable list must contain eligible projects for which the total cost of assistance requested is at least equal to the amount of the grant(s) being applied for. States should make every effort to identify projects for all available SRF funds (i.e., capitalization grants, recycled funds, interest earnings, etc.) to ensure previously appropriated dollars revolve.

Under SDWA, states retain similar funding flexibility. SDWA §1452(b)(3)(B), requires state IUPs to include a list of projects that are eligible for assistance under section 1452 and are to be assisted pursuant to the plan (i.e., a PPL). This list must include: the name of the public water system, a description of the project, the priority assigned to the project, the expected terms of financial assistance, and the size of the community served. The IUP must contain a fundable list of projects for which the total cost of assistance requested is at least equal to the amount of the grant being applied for. States should make every effort to identify projects for all available SRF funds (i.e., capitalization grants, recycled funds, interest earnings, etc.) to ensure previously appropriated dollars revolve. The IUP must also contain a comprehensive list of projects that may receive DWSRF assistance in the future. A state may combine the fundable and comprehensive lists into one list, provided that projects which are expected to receive assistance from available funds designated for use in the current IUP are identified.

2. <u>Priority Setting</u>: The IUP must include a priority system for ranking individual projects for funding that provides sufficient detail for the public and EPA to readily understand the criteria used for ranking. The priority for the use of funds should address water quality, the most serious risks to public health, ensure compliance, and assist systems most in need based on the state's affordability criteria and disadvantaged community definition. States should review their SRF priority setting system to ensure they adequately address these priorities.

3. <u>Explanation About Administrative Funds</u>: The maximum *annual* amount of CWSRF and DWSRF money (not including any fees collected that are placed in the fund) that may be used to cover the reasonable costs of administering the fund (i.e., all BIL and base appropriations) is the greatest of the following: an amount equal to 4% of all grant awards to the fund received by a state CWSRF (less any amounts that have been used in previous years to cover administrative expenses) or DWSRF for the fiscal year; $400,000; or 1/5 percent of the current valuation of the fund. The BIL did not alter these options or the calculation of available administrative funds and verification procedures already in place.

4. <u>CWSRF 2% Technical Assistance</u>: BIL includes the following provision:

> *(k) Additional Use of Funds.--A State may use an additional 2 percent of the funds annually awarded to each State under this title for nonprofit organizations (as defined in section 104(w)) or State, regional, interstate, or municipal entities to provide technical assistance to rural, small, and tribal publicly owned treatment works (within the meaning of section 104(b)(8)(B)) in the State.*

States have the flexibility to use up to an amount equal to 2% of their annual CWSRF capitalization grant for the purpose of hiring staff, nonprofit organizations, or regional, interstate,

or municipal entities to assist rural, small, and tribal publicly owned treatment works. The form of that assistance is flexible and could include, but is not limited to, community outreach, technical evaluation of wastewater solutions, preparation of applications, preliminary engineering reports, and financial documents necessary for receiving SRF assistance. This provision applies to the base program, the BIL CWSRF General Supplemental fund, and the BIL CWSRF Emerging Contaminants fund.

The maximum amount of CWSRF money that may be used to provide technical assistance consistent with section 603(k) of the CWA is an amount equal to 2% of all grant awards received by a state CWSRF after November 15, 2021. If a state does not utilize the full amount of the technical assistance funds allowed under a capitalization grant, they may reserve the right to utilize the unused portion at a later date.

States must include in the IUP the amount of the technical assistance funds they plan to use and a description of the activities they plan to fund. In the Annual Report and the SRF Reporting System, states must provide a detailed accounting of the use of the funds. EPA encourages states to maximize the use of the 2% technical assistance funds to identify and conduct proactive outreach to, and facilitate applications from, disadvantaged communities previously unable to begin or complete SRF funding requirements.

5. Public Review and Comment: The IUP must contain a statement of how the state met the requirement of CWA section 605 or SDWA section 1452(b)(1) for meaningful public review and comment on the preparation of the IUP. When seeking public review, states should include a diverse set of potential interested parties, including community groups, neighborhood associations, environmental organizations, environmental justice organizations, and public health groups, that represent a broad spectrum of community interests and extend beyond those on existing mailing lists and traditional participants in the SRF process. In addition, states should strive to achieve the following objectives when seeking public review: (1) assure that the public has the opportunity to understand official programs and proposed actions, and that the state fully considers the public's concerns; (2) assure that the state does not make any significant decision on any SRF activity without consulting interested and affected segments of the public; (3) assure that the state action is as responsive as possible to public concerns; (4) encourage public involvement in implementing the SRFs; (5) keep the public informed about significant issues and proposed project or program changes as they arise; (6) foster a spirit of openness and mutual trust between the state and the public; and (7) use all feasible means to create opportunities for public participation, and to stimulate and support public participation. States should make a particular effort to identify and engage organizations that work in disadvantaged communities. EPA will review IUPs with particular focus on whether the state has meaningfully engaged an inclusive spectrum of community interests.

6. Draft IUPs for Purposes of Conditional Grants: States may need additional time to complete public review or approval of an IUP by boards or state governments and have the flexibility to request conditional grants to facilitate expeditious use of funds upon final public review and/or approval. To receive a conditional grant, a draft IUP must be ready for public review and/or consideration by state government bodies and include the information shown above. Conditional awards will contain a grant condition stating that funds may not be drawn until an IUP has completed the review process. States must submit an IUP that has completed the public review process and satisfied the term and condition of the grant before funds may be drawn. This option provides additional flexibility to states to accelerate the grants process.

7. IUPs for Purposes of Partial Grants: States that have not identified projects in an amount equal to the funds they are eligible to receive under each BIL appropriation have the flexibility to apply for a partial award. The IUP for a partial award must include the information shown above. EPA will only make a partial award for an amount equal to the total cost of the project list. An amended IUP including projects in an amount equal to the remaining funds available to the state under BIL must be submitted by the state to EPA before the grant is amended to award the remaining funds. This includes a revised grant application package through grants.gov. Certain requirements (e.g., additional subsidization and green project reserve) are calculated based on a percentage of the capitalization grant *awarded*. Per statute, states may not apply exclusively for the set-asides or the additional subsidization portion of the capitalization grant.

B. OTHER APPLICATION COMPONENTS

1. SF-424 Application for Federal Assistance, with original signature, including:
    a. SF-424A, Budget by categories and indirect cost rate.
    b. SF-424B, Assurances for non-construction programs.
2. Certification regarding lobbying and SF LLL (applicable if EPA funds are over $100,000).
3. EPA Form 4700-4 pre-award compliance review report.
4. Detailed itemized budget.
5. Copy of negotiated indirect cost rate agreement.
6. Key contacts form.
7. Attorney General's opinion, as required by 40 CFR §35.3110(d)(2), and 40 CFR §35.3545(d).
8. If applicable, workplans for DWSRF set-asides.

III. SUMMARY OF BIL PROVISIONS

The BIL amends the CWA and SDWA to include several new provisions that apply to both base SRF programs as well as projects funded in whole or in part with funds made available by the BIL. The BIL also includes several provisions specific to projects funded in whole or in part with BIL. These provisions are described below.

All provisions promulgated through statute, guidance, or regulations issued by EPA for the implementation of the CWSRF and DWSRF programs will remain in effect (e.g., American Iron and Steel and Davis-Bacon related prevailing wage requirements) unless they are inconsistent with the BIL, capitalization grant conditions, or the requirements contained in this document. The BIL supplemental appropriations are federal funds and therefore all equivalency requirements apply to projects funded by BIL.

A. CWSRF GENERAL SUPPLEMENTAL PROVISIONS

1. Eligible Use of Funds: All CWSRF-eligible projects and activities may be funded from this appropriation.

2. Match: BIL contains the following provision:

> *"Provided further, That for the funds provided under this paragraph in this Act in fiscal year 2022 and fiscal year 2023, the State shall deposit in the State loan fund from State moneys an amount equal to at least 10 percent of the total amount of the grant to be made to the State, notwithstanding sections 602(b)(2), 602(b)(3) or 202 of the Federal Water Pollution Control Act"*

This language reduces the state match requirement to 10% of the total amount of the capitalization grant in fiscal years 2022 and 2023. The match requirement returns to 20% of the capitalization grant in fiscal year 2024 and thereafter.

3. <u>Additional Subsidization</u>: BIL contains the following provision:

> *Provided further, That for the funds made available under this paragraph in this Act, forty-nine percent of the funds made available to each State for Clean Water State Revolving Fund capitalization grants shall be used by the State to provide subsidy to eligible recipients in the form of assistance agreements with 100 percent forgiveness of principal or grants (or any combination of these), notwithstanding section 603(i)(3)(B) of the Federal Water Pollution Control Act (33 U.S.C. 1383):*

This language requires states to provide 49% of the capitalization grant amount as additional subsidization in the form of principal forgiveness or grants.

Additional subsidization must be provided to eligible CWSRF assistance recipients or project types as described in section 603(i) of the CWA:

- to benefit a municipality that meets the state's affordability criteria as established under the CWA section 603(i)(2);
- to benefit a municipality that does not meet the state's affordability criteria but seeks additional subsidization to benefit individual ratepayers in the residential user rate class; or
- to any eligible recipient to implement a process, material, technique, or technology that addresses water or energy efficiency goals; mitigates stormwater runoff; or encourages sustainable project planning, design, and construction.

<u>State Affordability Criteria</u>
Section 603(i)(2) of the CWA specifically requires states to develop affordability criteria for distribution of additional subsidization based on income, unemployment data, population trends, and other data determined relevant by the state. The IUP must include the state's criteria for providing additional subsidy.[4] The BIL explicitly seeks to ensure that disadvantaged communities have access to funds to improve their wastewater infrastructure to protect public health and improve water quality. Given the level of funding under BIL, the state should review its definition to ensure that it is sufficient to address affordability issues that impact the goals of the Clean Water Act within the state.

Within the CWA statutory framework, EPA expects states will review, refine, and improve their CWSRF affordability definitions and priority point systems to ensure that additional subsidy is provided to disadvantaged communities to the maximum extent possible. EPA recognizes some communities will require assistance in meeting requirements to receive SRF funds and expects states to use the 2% technical assistance funds noted above to attract disadvantaged communities including those previously unable to complete SRF funding requirements. EPA encourages state SRF programs to identify and proactively reach out to disadvantaged communities that have wastewater needs but are not yet on a state PPL. EPA also expects states to offer benefits to

[4] 40 CFR § 35.3150

disadvantaged communities in addition to additional subsidization, including lower interest rates and extended loan terms.

Allocating Additional Subsidy
States must include in the IUP, the amount and type of additional subsidy that is available under each appropriation, the projects that will receive this subsidy, and the respective amounts. The BIL explicitly seeks to ensure that disadvantaged communities receive funds to improve their water and wastewater infrastructure. Although the CWA does not require states to provide additional subsidization only to communities that meet the state's affordability criteria, states are strongly encouraged to use these funds for communities or subsets of communities that are most in need and use the 2% technical assistance funds to provide support necessary to ensure these communities receive needed funding.

Additional information on the management of the additional subsidization can be found in Section IV.B. of this guidance.

B. CWSRF EMERGING CONTAMINANTS PROVISIONS

1. **Eligible Use of Funds:** BIL contains the following provision:

> *"Provided further, That funds provided under this paragraph in this Act shall be for eligible uses under section 603(c) of the Federal Water Pollution Control Act that address emerging contaminants"*

Emerging contaminants refer to substances and microorganisms, including manufactured or naturally occurring physical, chemical, biological, radiological, or nuclear materials, which are known or anticipated in the environment, that may pose newly identified or re-emerging risks to human health, aquatic life, or the environment. These substances, microorganisms, or materials can include many different types of natural or manufactured chemicals and substances – such as those in some compounds of personal care products, pharmaceuticals, industrial chemicals, pesticides, and microplastics. A description of emerging contaminants for the purposes of CWSRF financing can be found in Appendix B.

For a project or activity to be eligible under this appropriation, it must be otherwise eligible under section 603(c) of the CWA and the primary purpose must be to address emerging contaminants. States may utilize an amount up to 2% of this appropriation to provide technical assistance to small, rural, and tribal publicly-owned treatment works. The technical assistance funds must be used in a manner that meets the statutory purpose of this appropriation ("to address emerging contaminants").

States have the flexibility to craft single assistance agreements (e.g., loans or grants) that contain multiple types of construction components and activities. Given the narrower eligibilities under this appropriation, states must be careful to only charge eligible project components to this appropriation. For a project component to be eligible to receive funds under this appropriation, the primary purpose of that component must be to address emerging contaminants.

2. **Match:** BIL contains the following provision:

"Provided further, That funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of sections 602(b)(2), 602(b)(3), or 202 of the Federal Water Pollution Control Act"

This language waives the requirement of Title VI of the CWA to provide state match for the CWSRF Emerging Contaminants capitalization grant.

3. **Additional Subsidization:** BIL contains the following provision:

"Provided further, That funds provided under this paragraph in this Act deposited into the state revolving fund shall be provided to eligible recipients as assistance agreements with 100 percent principal forgiveness or as grants (or a combination of these)"

This language requires states to provide 100% of the capitalization grant amount as additional subsidization in the form of principal forgiveness and/or grants. Additional subsidization may be provided to any eligible CWSRF assistance recipient for any project eligible under section 603(c) of the CWA that addresses emerging contaminants. EPA expects states to review, refine, and improve their CWSRF affordability criteria and priority point systems to ensure that additional subsidy is provided to disadvantaged communities. EPA encourages states to prioritize communities that meet the state's affordability criteria or communities that do not meet the state's affordability criteria but seek additional subsidization to benefit individual ratepayers in the residential user rate class in providing additional subsidy, and to use the 2% technical assistance funds to provide the support necessary to ensure these communities receive needed funding.

Additional information on the management of additional subsidization can be found in Section IV.B. of this memorandum.

C. DWSRF GENERAL SUPPLEMENTAL PROVISIONS

1. **Eligible Use of Funds:** All DWSRF-eligible projects and set-aside activities may be funded from this appropriation.

Any project funded under this appropriation involving the replacement of a lead service line must replace the entire lead service line, not just a portion, unless a portion has already been replaced or is concurrently being replaced with another funding source. To address household affordability concerns, we encourage states to fund the private portion of service line replacements at no additional cost to the homeowner.

2. **Match:** BIL contains the following provision:

"Provided further, That for the funds provided under this paragraph in this Act in fiscal year 2022 and fiscal year 2023, the State shall deposit in the State loan fund from State moneys an amount equal to at least 10 percent of the total amount of the grant to be made to the State, notwithstanding section 1452(e) of the Safe Drinking Water Act"

This language reduces the state match to 10% of the total amount of the capitalization grant in fiscal years 2022 and 2023. The match requirement returns to 20% of the capitalization grant in fiscal year 2024 and thereafter.

3. **Additional Subsidization:** BIL contains the following provision:

> *"Provided further, That for the funds made available under this paragraph in this Act, forty-nine percent of the funds made available to each State for Drinking Water State Revolving Fund capitalization grants shall be used by the State to provide subsidy to eligible recipients in the form of assistance agreements with 100 percent forgiveness of principal or grants (or any combination of these), notwithstanding section 1452(d)(2) of the Safe Drinking Water Act (42 U.S.C. 300j-12)"*

This language requires states to provide 49% of the capitalization grant amount as additional subsidization in the form of principal forgiveness and/or grants. States must provide additional subsidization to water systems that meet the state's disadvantaged community criteria as described in section 1452(d) of the SDWA. That SDWA subsection defines a "disadvantaged community" as:

> "*…the service area of a public water system that meets affordability criteria established after public review and comment by the State in which the public water system is located."*[5]

Pursuant to 40 CFR § 35.3555, the IUP must describe how a state's disadvantaged community program will operate including the state's definition of a disadvantaged community, a description of affordability criteria used to determine the amount of disadvantaged assistance, the amount and type of loan subsidies that may be made available to disadvantaged communities, and an identification of projects that will receive disadvantaged assistance and the respective amounts.

Given the level of funding under BIL, states should review the current disadvantaged community definition to ensure that it is sufficient to address public health and affordability issues within the state. The BIL explicitly seeks to ensure disadvantaged communities have access to funds to improve their water infrastructure to protect public health. EPA expects states to review, refine, and improve their DWSRF disadvantaged community definitions and priority point systems to ensure that additional subsidy is provided to disadvantaged communities. EPA recognizes that some communities will require assistance to meet requirements to receive SRF funds and expects states to use set-aside funds to attract and assist disadvantaged communities previously unable to complete SRF funding requirements. EPA encourages state SRF programs to identify and proactively communicate with water systems with health-based violations and significant deficiencies but are not yet on a state PPL. EPA also expects states to offer benefits to disadvantaged communities beyond additional subsidization, as needed, including lower interest rates and extended loan terms.

Additional information on the management of the additional subsidization can be found in Section IV.B. of this guidance.

D. DWSRF EMERGING CONTAMINANTS PROVISIONS

1. **Eligible Use of Funds:** BIL contains the following provision:

> *"Provided further, That funds provided under this paragraph in this Act shall be to address emerging contaminants in drinking water with a focus on perfluoroalkyl and*

[5] 42 U.S.C. 300j-12 (d)(3)

polyfluoroalkyl substances through capitalization grants under section 1452(t) of the Safe Drinking Water Act for the purposes described in section 1452(a)(2)(G) of such Act"

For a project or activity to be eligible for funding under this appropriation, it must be otherwise DWSRF eligible and the primary purpose must be to address emerging contaminants in drinking water. Given the clear Congressional intent that these funds focus on projects addressing perfluoroalkyl and polyfluoroalkyl substances (hereinafter PFAS), EPA expects states to actively solicit and prioritize PFAS-focused projects. States, however, have the flexibility to fund projects for any contaminant in any of EPA's Contaminant Candidate Lists. For example, EPA also encourages states to consider using these funds to address perchlorate as well as contaminants that have higher levels of occurrence or health concerns.

If EPA has promulgated a National Primary Drinking Water Regulation (NPDWR) for a contaminant, then a project whose primary purpose is to address that contaminant is not eligible for funding under this appropriation, with the PFAS exception explained below. For example, a project for which the primary purpose is to address arsenic or nitrate in drinking water is not eligible because arsenic and nitrate are regulated under the NPDWRs. It should be noted that these projects may be eligible for funding under the DWSRF Base or General Supplemental appropriations.

EPA expects to establish a NPDWR for PFOA and PFOS. The Agency is also evaluating additional PFAS and groups of PFAS. Given stated Congressional intent of this appropriation, PFAS-focused projects will be eligible for funding under this appropriation regardless of whether EPA has established a NPDWR for that particular PFAS or group of PFAS. More information on PFAS is located here: https://www.epa.gov/pfas.

Congress has established multiple set-asides under the DWSRF. States have the flexibility to take set-asides from this appropriation. Set-asides must be used to either administer this capitalization grant or meet the statutory purpose of these funds: "to address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances."

Appendix C contains examples of projects and activities eligible for funding under this DWSRF appropriation.

EPA recommends that states coordinate with other funding programs, such as the Assistance for Small and Disadvantaged Communities Grant program, SDWA 1459A, that also received BIL funding specifically to address emerging contaminants in drinking water.

States have the flexibility to craft single assistance agreements (e.g., loans or grants) that contain multiple types of construction components and activities. Given the narrower eligibilities under this appropriation, states must be careful to only charge eligible project components to this appropriation. For a project component to be eligible to receive funds under this appropriation, the primary purpose of that component must be to address emerging contaminants. For example, if an assistance agreement includes the construction of both an activated carbon treatment facility (whose primary purpose is to treat PFAS) *and* the replacement of water mains (whose primary purpose is to replace failing pipes as part of the water system's capital improvement plan), only the activated carbon treatment facility may be charged to this capitalization grant.

2. **Match:** BIL contains the following provision:

"Provided further, That funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of section 1452(e) of the Safe Drinking Water Act"

This language waives the requirement of section 1452(e) of the SDWA to provide state match for the emerging contaminants capitalization grant.

3. **Additional Subsidization:** BIL contains the following provision:

"Provided further, That funds provided under this paragraph in this Act deposited into the State revolving fund shall be provided to eligible recipients as loans with 100 percent principal forgiveness or as grants (or a combination of these)"

This language requires states to provide 100% of the capitalization grant amount, net of set-asides taken, as additional subsidization in the form of principal forgiveness and/or grants. Per SDWA, states must direct at least 25% of these funds to disadvantaged communities (as defined by the state under SDWA 1452(d)) or public water systems serving fewer than 25,000 persons.[6] EPA encourages states to offer benefits to disadvantaged communities in addition to grants and/or principal forgiveness including lower interest rates and extended loan terms.

Pursuant to 40 CFR § 35.3555, the IUP must describe how a state's disadvantaged community program will operate including the state's definition of a disadvantaged community, a description of affordability criteria used to determine the amount of disadvantaged assistance, the amount and type of loan subsidies that may be made available to disadvantaged communities, and an identification of projects that will receive disadvantaged assistance and the respective amounts.

Given the level of funding under BIL, this is an opportunity for the state to review its disadvantaged community definition to ensure that it is sufficient to address public health and affordability issues within the state as well as be broad enough to accommodate this increased SRF funding. The BIL explicitly seeks to ensure that disadvantaged communities have access to funds to improve their water infrastructure to address public health concerns. EPA encourages states to identify potential opportunities to refine and improve their DWSRF disadvantaged community definitions and priority point systems to ensure additional subsidy is provided to disadvantaged communities and communities with affordability concerns to the maximum extent possible.

Additional information on the management of the additional subsidization can be found in Section IV.B. of this guidance.

E. DWSRF LEAD SERVICE LINE REPLACEMENT PROVISIONS

1. **Eligible Use of Funds:** BIL contains the following provision:

"Provided further, That the funds provided under this paragraph in this Act shall be for lead service line replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines"

[6] 42 U.S.C. 300j-12 (a)(2)(G)(ii)(I)

For a project or activity to be eligible for funding under this appropriation, it must be otherwise DWSRF eligible and be a lead service line replacement (LSLR) project or associated activity *directly connected* to the identification, planning, design, and replacement of lead service lines. Any project funded under this appropriation involving the replacement of a lead service line must replace the entire lead service line, not just a portion, unless a portion has already been replaced or is concurrently being replaced with another funding source. To address household affordability concerns and to minimize adverse public health effects, we encourage states to fund the private portion of service line replacements at no additional cost to the homeowner.

To define a "lead service line" for the purpose of this appropriation, EPA will use an amended version of the Lead and Copper Rule Revisions' regulatory definition, which is,

> *"…a service line made of lead, which connects the water main to the building inlet. A lead service line may be owned by the water system, owned by the property owner, or both. For the purposes of this subpart, a galvanized service line is considered a lead service line if it ever was or is currently downstream of any lead service line or service line of unknown material. If the only lead piping serving the home or building is a lead gooseneck, pigtail, or connector, and it is not a galvanized service line that is considered an LSL the service line is not a lead service line."*

EPA has expanded the eligible uses beyond the definition above to also include the replacement of lead goosenecks, pigtails, and connectors as eligible expenses, whether standalone or connected to a lead service line.

Appendix D contains examples of eligible projects and activities under this appropriation. Corrosion control studies, corrosion control infrastructure, and water meters are not eligible under this appropriation, but are eligible under the DWSRF base program and BIL General Supplemental. Consistent with the base DWSRF program, funding for bottled water and premise plumbing are not eligible under this appropriation. Temporary pitcher filters or point-of-use (POU) devices certified by an American National Standards Institute accredited certifier to reduce lead during or for a short time period after LSLR projects are eligible.

Congress has established multiple set-asides under the DWSRF. States have the flexibility to take set-asides from this appropriation. Set-asides must be used to either administer this capitalization grant or meet the statutory purpose of these funds: "for lead service line replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines."

Under the DWSRF program, states have the flexibility to craft single assistance agreements (e.g., loans or grants) that contain multiple types of construction components and activities. Given the narrower eligibilities under this appropriation, states must be careful to only charge eligible project components consistent with the purpose of this appropriation. For example, if an assistance agreement includes the replacement of lead service lines and the replacement of water mains, only the LSLR and associated components may be charged to this capitalization grant.

2. **Match:** BIL contains the following provision:

"Provided further, That the funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of section 1452(e) of the Safe Drinking Water Act"

This language waives the requirement of section 1452(e) of the SDWA to provide state match for the lead service line capitalization grant.

3. **Additional Subsidization:** BIL contains the following provision:

"Provided further, That for the funds made available under this paragraph in this Act, forty-nine percent of the funds made available to each State for Drinking Water State Revolving Fund capitalization grants shall be used by the State to provide subsidy to eligible recipients in the form of assistance agreements with 100 percent forgiveness of principal or grants (or any combination of these), notwithstanding section 1452(d)(2) of the Safe Drinking Water Act (42 U.S.C. 300j-12)"

This language requires states to provide 49% of the capitalization grant amount as additional subsidization in the form of principal forgiveness and/or grants. States must provide additional subsidization to water systems that meet the state's disadvantaged community criteria as described in section 1452(d) of SDWA. That SDWA subsection defines a "disadvantaged community" as:

"*…the service area of a public water system that meets affordability criteria established after public review and comment by the State in which the public water system is located."*[7]

Pursuant to 40 CFR § 35.3555, the IUP must describe how a state's disadvantaged community program will operate including the state's definition of a disadvantaged community, a description of affordability criteria used to determine the amount of disadvantaged assistance, the amount and type of loan subsidies that may be made available to disadvantaged communities, and an identification of projects that will receive disadvantaged assistance and the respective amounts.

Given the level of funding under BIL, the state should review its disadvantaged community definition to ensure that it is sufficient to address public health and affordability issues within the state. The BIL explicitly seeks to ensure that disadvantaged communities have access to funds to improve their water infrastructure. EPA expects states to review, refine, and improve their DWSRF disadvantaged community definitions and priority point systems to ensure that additional subsidy is provided to disadvantaged communities. EPA recognizes that some communities will need assistance to meet requirements to receive SRF funds and expects states to use set-aside funds to support disadvantaged communities previously unable to complete SRF funding requirements. EPA encourages state SRF programs to identify and proactively reach out to disadvantaged communities that could benefit from this funding but are not yet on a state PPL. EPA also expects states to offer benefits to disadvantaged communities beyond additional subsidization, including lower interest rates and extended loan terms.

Additional information on the management of the additional subsidization can be found in Section IV.B. of this guidance.

[7] 42 U.S.C. 300j-12 (d)(3)

F. OTHER APPLICABLE PROVISIONS

1. Equivalency: BIL supplemental appropriations are federal funds and therefore all equivalency requirements apply to projects funded by each BIL capitalization grant. Projects funded through the base SRF programs cannot be used to meet the equivalency requirements of the BIL capitalization grants. Each BIL capitalization grant must meet the equivalency requirements separately.

2. Build America, Buy America Act: BIL creates the Build America, Buy America (BABA) Act domestic sourcing requirements for Federal financial assistance programs for infrastructure, including the SRF programs.[8] For more specific information on BABA implementation, please refer to the Office of Management and Budget's Build America, Buy America Act Implementation Guidance. EPA will issue a separate memorandum for BABA after the United States Office of Management and Budget (OMB) publishes its guidance. The American Iron and Steel provisions of both the CWSRF and DWSRF continue to apply.

3. Reporting: Transparency and consistency is of the utmost importance to ensure that the funds are being used effectively and efficiently. States must use EPA's SRF Data System to report key BIL project characteristics and milestone information no less than quarterly. Additional reporting will be required through the terms and conditions of the grant award.

The Federal Funding Accountability and Transparency Act (FFATA) of 2010 requires SRF programs to report on recipients that received federal dollars in the FFATA Subaward Reporting System (www.fsrs.gov). FFATA reporting must exactly equal the capitalization grant amount.

4. Blending Funds and Cash Draws: States have the flexibility to craft single assistance agreements (e.g., loans) that contain multiple types of construction components and activities. These assistance agreements may commit funds from multiple BIL capitalization grants and base program funds. Upon disbursement of funds, these assistance agreements may draw from both BIL and base SRF capitalization grants for eligible project components. For example, state DWSRF programs may sign a single loan with a community water system for a project to replace lead service lines *and* replace water mains. In that example, the state may draw funds from the BIL DWSRF LSLR appropriation for the eligible LSLR project components and the 2022 DWSRF base appropriation for the water main components.

BIL and base funds must be separately managed and tracked for accounting purposes. States are encouraged to draw BIL funds first when projects are funded with both BIL and base funds.

5. Green Project Reserve: If provided for in the annual appropriation, the green project reserve (GPR) is applicable to the BIL capitalization grants for the corresponding fiscal year.

6. Inter-SRF Transfers: Per SRF statute and regulation, **s**tates have the flexibility to transfer funds between the CWSRF and DWSRF.[9] Given BIL's requirements, authorities, and narrower SRF eligibilities, states may only transfer funds between the specific BIL appropriations in the equivalent CWSRF or DWSRF program. In other words, states may only transfer funds between the CWSRF and DWSRF General BIL capitalization grants and between the CWSRF and

[8] BIL §70901
[9] 42 U.S.C. 300j- 12 note and 40 CFR § 35.3530(c)

DWSRF BIL Emerging Contaminants capitalization grants. Because there is no similar CWSRF appropriation to the DWSRF BIL LSLR appropriation, no funds may be transferred from or to the DWSRF BIL LSLR appropriation. States may not transfer BIL appropriations to or from base appropriations.

Transfers do not impact the state match calculation, the set-asides calculations in the DWSRF, or the administration and 2% technical assistance calculations in the CWSRF. Those calculations are based upon the original capitalization grant allotment amounts for each SRF.

All BIL supplemental funds are federal capitalization grant funds. Therefore, transferred funds carry the same requirements from the transferring SRF with respect to additional subsidization and GPR. For example, if a state's original BIL General allotments are $60M for DWSRF and $30M for CWSRF and the state chooses to transfer $10M from the DWSRF grant to the CWSRF grant, then the post-transfer capitalization grants will be $50M for DWSRF and $40M for CWSRF and the state must calculate the additional subsidy requirement using those *post*-transfer amounts.

States also have the flexibility to reserve *authority* for BIL inter-SRF transfers and use that authority in later years from subsequent BIL appropriations.[10] Funds may be transferred between the CWSRF and DWSRF on a net basis, as long as the statutory 33% ceiling is not breached. Transfers of BIL CWSRF and DWSRF Emerging Contaminants Supplemental funds are calculated based on BIL DWSRF Emerging Contaminants Supplemental allotments.

For details on inter-SRF transfers, see the SRF Transfer Policy.

7. Reservation of DWSRF Set-Aside Authority: Consistent with the DWSRF regulations, states have the flexibility to reserve the *authority* (under the 2%, 4%, and 10% set-asides) to take from future capitalization grants those set-aside funds they have not included in workplans.[11] However, given the narrower eligibilities under the BIL Emerging Contaminants and LSLR appropriations, future use of authority reserved under those BIL capitalization grants will be limited to eligible uses under those grants. For example, reserved authority for LSLR set-asides can only be used in the future for BIL LSLR eligible set-aside activities. Reserved authority for Emerging Contaminants set-asides can only be used in the future for BIL Emerging Contaminants-eligible set-aside activities.

8. Recycled Funds: To the extent assistance recipients repay BIL funds or provide interest payments to the state SRF program, those repaid funds and interest have the flexibility to be used for any SRF-eligible purpose. For example, repaid DWSRF BIL LSLR funds are not limited to future LSLR projects and activities.

9. Potential State Match Flexibility: To support implementation of the SRF program, the Department of the Treasury has determined that State and Local Financial Recovery Funds under the American Rescue Plan Act (ARPA) available for the provision of government services, up to the amount of the recipient's reduction in revenue due to the public health emergency, may be used to meet the non-federal match requirements of the DWSRF and CWSRF programs. EPA

[10] 40 CFR §35.3530(c)(4)
[11] 40 CFR §35.3540(d)(2)

will be providing a fact sheet in the near future to state SRF programs to support utilization of this additional flexibility.

10. <u>Federal Civil Rights Responsibilities, Including Title VI of the Civil Rights Act of 1964</u>: In 1994, Executive Order 12898[12] was issued to direct Federal agencies to incorporate achieving environmental justice into their mission. The Presidential Memorandum[13] accompanying that Executive Order required in part, that consistent with Title VI of the Civil Rights Act of 1964, each Federal agency "...ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through contractual or other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin."[14]

EPA has a responsibility to ensure that recipients and subrecipients of federal financial assistance from EPA comply with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin (including limited English proficiency), disability, sex and age, including Title VI of the Civil Rights Act of 1964.[15]

EPA's implementing regulation generally prohibits discrimination in any programs, activities and services receiving federal financial assistance. 40 CFR § 7.30. In addition, EPA's implementing regulations at 40 CFR § 7.35, states that programs or activities receiving EPA assistance "shall not directly or through contractual, licensing, or other arrangements on the basis of race, color, or national origin…":

- Subject a person to segregation or separate treatment;
- Deny a person or group the opportunity to participate as members of any planning or advisory body;
- Restrict a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, aid, or benefit provided by the program;
- Use criteria or methods of administration "which have the effect of subjecting individuals to discrimination;" or
- Choose a site or location of a facility with "the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination," among other things.

EPA's nondiscrimination regulation in 40 CFR Parts 5 and 7 also contain longstanding procedural requirements applicable to applicants for and recipients (including sub-recipients) of EPA financial assistance.[16] These requirements include having a notice of nondiscrimination, nondiscrimination coordinator, grievance procedures, a process for collecting and maintaining nondiscrimination compliance information, and pursuant to Title VI and the Rehabilitation Act of 1973, developing policies and procedures for ensuring meaningful access to programs and

[12] Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 59 FR 7629, February 16, 1994.
[13] Presidential Memorandum on Executive Order for Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (pdf).
[14] *Id.*
[15] Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(d) *et seq*. (Title VI); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., 29 U.S.C. § 794, Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq.; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92 500 § 13, 86 Stat. 903 (codified as amended at 33 U.S.C. § 1251 (1972)); 40 CFR Parts 5 and 7.
[16] EPA's nondiscrimination regulation at 40 CFR Parts 5 and 7 requires recipients to establish and implement their own nondiscrimination programs. *See* 40 CFR §§ 7.80-7.100.

activities for individuals with limited-English proficiency and individuals with disabilities. In addition, recipients' public participation processes must also be implemented consistent with the federal civil rights laws.[17]

EPA intends to carefully evaluate the implementation of BIL SRF funding to ensure compliance with civil rights laws by recipients of EPA funding and to confirm no community is excluded from receiving or denied benefit of SRF funding based on race, color, national origin (including limited English proficiency), age, disability or sex. EPA expects the state to review program activities to ensure compliance with Title VI of the Civil Rights Act of 1964 and make an affirmative statement documenting the review and commitment to Title VI requirements in IUPs. Further, financial award agreements and contracts must include appropriate Title VI nondiscrimination language.

For more information about the federal civil rights laws enforced by EPA, including Title VI, please visit: https://www.epa.gov/ocr/title-vi-laws-and-regulations and https://www.epa.gov/ogc/external-civil-rights-compliance-office-title-vi.

IV. PROGRAM IMPLEMENTATION

A. EXPEDITIOUS COMMITMENTS AND EXPEDITURES

BIL funds must be committed and expended in an expeditious and timely manner, consistent with law, regulation, and guidance. States must make commitments (i.e., they must sign assistance agreements, such as loans, with eligible recipients) within one year after the receipt of each capitalization grant payment from EPA.[18] States must make effort to draw down (expend) funds within two years of capitalization grant award.

B. MANAGEMENT OF ADDITIONAL SUBSIDIZATION

1. **Opportunities to Address Disadvantaged Communities and Affordability:** The BIL is designed to rebuild America's infrastructure and invest in communities that have too often been left behind – from rural towns to struggling cities. The level of funding provided under BIL and the amount of additional subsidy available that must be directed to these communities presents a unique opportunity for the SRF programs. The CWA and SDWA require states to develop "affordability criteria" and definitions of "disadvantaged communities" to best address

[17] *See* Title VI, 42 U.S.C. 2000(d) *et seq*.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; *Lau v. Nichols*, 414 U.S. 563, 568-69 (1974) (finding that the government properly required language services to be provided under a recipient's Title VI obligations not to discriminate based on national origin); 40 CFR § 7.35(a). *See also* U.S. EPA, Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 69 FR 35602 (June 25, 2004) (available at https://www.epa.gov/sites/production/files/2020-02/documents/title_vi_lep_guidance_for_epa_recipients_2004.06.25.pdf); U.S. EPA, Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs, 71 FR 14207 (March 21, 2006) (available at https://www.epa.gov/sites/production/files/2020-02/documents/title_vi_public_involvement_guidance_for_epa_recipients_2006.03.21.pdf); U.S. EPA, Procedural Safeguards Checklist for Recipients, at https://www.epa.gov/sites/production/files/2020-02/documents/procedural_safeguards_checklist_for_recipients_2020.01.pdf (rev. Jan. 2020) (which provides a more detailed explanation of nondiscrimination obligations and best practices); U.S. EPA, Disability Nondiscrimination Plan Sample, at https://www.epa.gov/sites/production/files/2020-02/documents/disability_nondiscrimination_plan_sample_for_recipients_2020.01.pdf. (2017).

[18] 33 U.S.C. §1382(b)(3) and 40 CFR §35.3550(e)(1)

affordability needs consistent with other laws, including federal non-discrimination statutes, such as, Title VI of the Civil Rights Act of 1964, discussed above.

Given this new influx of funding, EPA expects states to review, refine, and improve as necessary, their disadvantaged community definition and affordability criteria to ensure that they are reflective of current affordability issues within the state. In Appendix E, EPA provides examples of factors that states may consider in updating their disadvantaged community definition or affordability criteria. States must include the disadvantaged community definition and the state affordability criteria in the IUP, which provides an opportunity for meaningful public review and comment.

EPA is committed to working with states to ensure additional subsidy is provided to disadvantaged communities and communities with affordability concerns to the maximum extent possible. EPA will use a variety of tools to accomplish this goal:

- **Review of the Effective Integration of the Program to Reach Disadvantaged Communities**: Recognizing that the communities in greatest need are often the least equipped or prepared to move forward with an SRF project and application, EPA will review how the state is utilizing the flexibilities and set-asides to support the disadvantaged communities' efforts to undertake deficiency or need identification, project development, and preliminary engineering steps that are necessary to apply for funding. States should also make funding sources available to communities for planning, design, and other pre-projects costs, as these steps can be a barrier to communities working to access SRF funding for water infrastructure needs. Working collaboratively, EPA and SRF programs can make progress towards Justice40, which aims to ensure that federal agencies deliver at least 40% of benefits from certain investments to disadvantaged communities.
- **Review of Disadvantaged Community Definition and Affordability Criteria:** EPA will review IUPs with a particular focus on the definition of disadvantaged community, state affordability criteria, and communities on the PPL slated for additional subsidization. EPA will actively work with states to identify potential opportunities to refine and improve DWSRF disadvantaged community definitions and CWSRF affordability criteria to be consistent with the language and intent of SDWA and the CWA.
- **Reaching Disadvantaged Neighborhoods within Larger Communities:** The CWA specifically allows CWSRF programs to provide additional subsidization to communities that do not meet a state's affordability criteria, but where the assistance recipient seeks additional subsidization to benefit individual ratepayers in the residential user rate class that will experience a significant hardship from the increase in rates necessary to finance the project if additional subsidization is not provided. EPA expects states to work with EPA and stakeholders to identify how this provision can be implemented. EPA expects states to evaluate their affordability criteria to determine whether it can be crafted broadly to include neighborhoods with affordability concerns within larger communities.

  The SDWA authorizes states to define a "disadvantaged community." Note that some states define a disadvantaged community to include a large public water system where a particular project within the system addresses a sub-set of the service area that meets affordability criteria. EPA has accepted this type of definition and believes that it is consistent with the definition of "disadvantaged community" at 42 U.S.C. §1452(d)(3). These definitions are not prohibited and

serve to make the DWSRF definition of "disadvantaged community" consistent with the CWSRF affordability criteria which considers particular ratepayers.

- **Terms and Conditions of State Grants:** EPA will provide a term and condition on the grants detailing the amount and eligible uses of additional subsidy to meet statutory language and congressional intent to ensure that disadvantaged communities that have historically struggled to access SRF funding can do so through the BIL.

- **Reallocation and Partial Awards:** States must identify in the IUP sufficient eligible projects that will receive additional subsidization. States that are unable to identify sufficient eligible projects may receive partial grant awards until they are able to fund sufficient communities or projects that meet the criteria for receiving additional subsidization. Funds will be reallotted in instances where states are unable to identify sufficient eligible communities or projects to receive additional subsidization by the end of the second fiscal year of grant availability. This is consistent with both SRF statutes.

- **Oversight:** EPA will discuss the state's affordability criteria and disadvantaged community definition during the capitalization grant application process and annual review so that any needed adjustments can be made for BIL funding. One focus will be how project priority systems support the goal of reaching disadvantaged communities and address the most serious risks to human health. EPA will amend the annual review checklist to include detailed questions related to additional subsidization assistance to disadvantaged communities, capacity development, technical assistance, and solicitation.

2. **Eligible Forms of Additional Subsidy:** Loans with principal forgiveness and grants are the only authorized methods states may use to deliver BIL additional subsidy to assistance recipients.

3. **Calculation of Additional Subsidization Provided:** Appendix A includes additional subsidy tables for each state and BIL appropriation. The additional subsidization requirement is considered met when the subsidy funds required have been disbursed. Each state must report on the use of additional subsidization in the SRF Reporting System and in the state's Annual or Biennial Report.

4. **Eligible Recipients of Additional Subsidy:** For the CWSRF General Supplemental, the DWSRF General Supplemental, and the DWSRF LSLR funding, BIL requires 49% of the funds be made available as additional subsidy. Congress specified that it made this appropriation "notwithstanding" the specific provisions of the CWA and SDWA (CWA 603(i)(3)(B) and SDWA1452(d)(2)) that provide for minimum and maximum percentages that may be additional subsidy. In doing so, Congress made clear its intent that the only-exception it was making to EPA's underlying authority was to the provision specifying the minimum and maximum additional subsidization levels and not to any of the other provisions regarding additional subsidization. Therefore, Congress expected the other limitations on additional subsidization, including the limitation to the eligible uses, to remain intact. For the DWSRF, states must provide additional subsidization to water systems that meet the state's disadvantaged community criteria as described in section 1452(d) of the SDWA, and for the CWSRF additional subsidy must be provided to eligible CWSRF assistance recipients or project types as described in section 603(i) of the CWA.

For the CWSRF Emerging Contaminants Funding, BIL requires 100% of the funds be made available as additional subsidy. For this funding, Congress did not use the "notwithstanding" language. Therefore, as it has in prior appropriations bills containing similar language, Congress is creating a new subsidization program separate from the statutorily authorized program which provides additional subsidy to any eligible CWSRF assistance recipient for any project eligible under section 603(c) of the CWA that addresses emerging contaminants.

For the DWSRF Emerging Contaminants funding, BIL requires 100% of the funding to be made available as additional subsidy. For this funding, Congress did not use the "notwithstanding" language. In addition, in the SDWA, Congress established separate provisions for emerging contaminants (SDWA §1452(a)(2)(G)). Appropriations language in the BIL can be read along with the DWSRF provisions in the SDWA – there is no conflict between the provisions in the BIL and the SDWA statutory provision. Therefore, with respect to the DWSRF Emerging Contaminants appropriation, each state must provide at least 25% of the funds to either disadvantaged communities (as defined in subsection (d)(3)) or public water systems serving fewer than 25,000 persons that address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances.

5. **Structuring Assistance Agreements:** Assistance agreements may include any combination of additional subsidization (i.e., principal forgiveness or grant) and repayable financing, subject to the limitations of the BIL. For example, a state might structure a $1 million loan to include $200,000 of repayable principal and $800,000 of forgiven principal. In that example, the $800,000 in principal forgiveness counts towards the limitations of the BIL. A state may structure an individual assistance agreement to provide 100% principal forgiveness, as well. The state has the flexibility to determine the amount of additional subsidization provided in a given assistance agreement.

6. **Laws, Regulations, and Requirements for Assistance Agreements in the Form of Grants**: BIL allows state CWSRF and DWSRF programs to provide grants to eligible recipients. States should be aware that "grant" recipients are legally considered "subrecipients" for the purposes of OMB's grant regulations at 2 CFR Part 200 *et. seq*. In other words, assistance recipients receiving additional subsidy in the form of a grant are subject to additional cross-cutting federal requirements not applicable to those receiving other forms of additional subsidy. EPA's subaward policy establishes the requirements and procedures for Grants Management Offices and Program Offices in making determinations regarding subrecipient eligibility, overseeing pass-through entity monitoring and management of subawards, and authorizing fixed amount subawards under 2 CFR 200.331, 200.332, and 200.333 ("the applicable regulations").

   Note that the use of a "grant" as an additional subsidy instrument does not change the established SRF cash draw rules.[19] SRF assistance recipients (e.g., a water or wastewater system) must first incur a cost associated with an executed assistance agreement for the state SRF to have the authority to draw capitalization grant funds from the Treasury and disburse those funds to the assistance recipient.

C. REALLOTMENT

[19] 40 CFR §35.3155(d)(2) and §35.3565(a)(1)

Consistent with the CWA and SDWA,[20] EPA will reallot unobligated BIL funds after the second fiscal year of availability. The procedure is explained in *State Revolving Fund Capitalization Grant Reallotment Procedure* memorandum, September 2020.

V. EPA Oversight

To fulfill our critical programmatic and fiduciary oversight responsibilities for the SRF programs, each EPA Region will provide oversight of the BIL funds. Oversight will include BIL project file and transaction reviews in addition to the reviews of the base SRF files and transaction tests. During the on-site reviews, EPA Regions will discuss ongoing implementation of BIL funding with the states, including supporting disadvantaged communities and how they are utilizing additional subsidization. BIL observations, findings, and/or corrective actions will be documented in the Program Evaluation Report (PER).

[20] 33 U.S.C. §1384(c)(2) and 42 U.S.C. 300j-12 (a)(1)(E)

Attachment 1 – Appendix A:
Bipartisan Infrastructure Law: Environmental Protection Agency
2022 State Revolving Fund (SRF) Grants to States, Tribes, and Territories by Program

	DWSRF General	DWSRF Lead Service Line Replacement	DWSRF Emerging Contaminants	CWSRF General	CWSRF Emerging Contaminants
Alabama	$38,787,000	$61,114,000	$16,286,000	$19,901,000	$1,045,000
Alaska	$17,992,000	$28,350,000	$7,555,000	$10,652,000	$559,000
Arizona	$32,359,000	$50,986,000	$13,587,000	$12,021,000	$632,000
Arkansas	$27,070,000	$42,653,000	$11,367,000	$11,642,000	$612,000
California	$158,733,000	$250,107,000	$66,649,000	$127,290,000	$6,687,000
Colorado	$35,550,000	$56,015,000	$14,927,000	$14,236,000	$747,000
Connecticut	$17,992,000	$28,350,000	$7,555,000	$21,804,000	$1,145,000
Delaware	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
District of Columbia	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
Florida	$70,829,000	$111,601,000	$29,741,000	$60,077,000	$3,156,000
Georgia	$42,400,000	$66,808,000	$17,804,000	$30,092,000	$1,581,000
Hawaii	$17,992,000	$28,350,000	$7,555,000	$13,785,000	$724,000
Idaho	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
Illinois	$67,885,000	$106,964,000	$28,505,000	$80,494,000	$4,229,000
Indiana	$27,502,000	$43,334,000	$11,548,000	$42,893,000	$2,253,000
Iowa	$28,504,000	$44,913,000	$11,969,000	$24,088,000	$1,265,000
Kansas	$20,875,000	$32,891,000	$8,765,000	$16,065,000	$844,000
Kentucky	$29,649,000	$46,717,000	$12,450,000	$22,652,000	$1,190,000
Louisiana	$26,930,000	$42,433,000	$11,308,000	$19,565,000	$1,028,000
Maine	$17,992,000	$28,350,000	$7,555,000	$13,777,000	$724,000
Maryland	$32,960,000	$51,934,000	$13,840,000	$43,046,000	$2,261,000
Massachusetts	$41,750,000	$65,783,000	$17,531,000	$60,428,000	$3,175,000
Michigan	$44,168,000	$69,593,000	$18,546,000	$76,528,000	$4,020,000
Minnesota	$27,465,000	$43,276,000	$11,533,000	$32,713,000	$1,719,000
Mississippi	$19,368,000	$30,518,000	$8,133,000	$16,035,000	$842,000
Missouri	$31,720,000	$49,980,000	$13,319,000	$49,339,000	$2,592,000
Montana	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
Nebraska	$17,992,000	$28,350,000	$7,555,000	$9,103,000	$478,000
Nevada	$20,857,000	$32,864,000	$8,758,000	$8,738,000	$459,000
New Hampshire	$17,992,000	$28,350,000	$7,555,000	$17,786,000	$935,000
New Jersey	$30,708,000	$48,385,000	$12,894,000	$72,730,000	$3,821,000
New Mexico	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
New York	$73,481,000	$115,781,000	$30,854,000	$196,443,000	$10,318,000
North Carolina	$55,254,000	$87,062,000	$23,201,000	$32,122,000	$1,688,000
North Dakota	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000

	DWSRF General	DWSRF Lead Service Line Replacement	DWSRF Emerging Contaminants	CWSRF General	CWSRF Emerging Contaminants
Ohio	$45,251,000	$71,300,000	$19,001,000	$100,195,000	$5,264,000
Oklahoma	$25,508,000	$40,192,000	$10,711,000	$14,379,000	$755,000
Oregon	$23,673,000	$37,300,000	$9,940,000	$20,106,000	$1,056,000
Pennsylvania	$55,403,000	$87,296,000	$23,264,000	$70,500,000	$3,704,000
Puerto Rico	$17,992,000	$28,350,000	$7,555,000	$23,214,000	$1,220,000
Rhode Island	$17,992,000	$28,350,000	$7,555,000	$11,950,000	$628,000
South Carolina	$23,302,000	$36,716,000	$9,784,000	$18,233,000	$958,000
South Dakota	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
Tennessee	$31,253,000	$49,243,000	$13,123,000	$25,855,000	$1,358,000
Texas	$140,993,000	$222,155,000	$59,202,000	$81,347,000	$4,274,000
Utah	$17,992,000	$28,350,000	$7,555,000	$9,378,000	$493,000
Vermont	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
Virginia	$29,357,000	$46,256,000	$12,327,000	$36,424,000	$1,914,000
Washington	$40,196,000	$63,336,000	$16,878,000	$30,951,000	$1,626,000
West Virginia	$17,992,000	$28,350,000	$7,555,000	$27,745,000	$1,457,000
Wisconsin	$30,666,000	$48,319,000	$12,877,000	$48,116,000	$2,527,000
Wyoming	$17,992,000	$28,350,000	$7,555,000	$8,738,000	$459,000
States Total	**1,772,254,000**	**2,792,475,000**	**$744,167,000**	**$1,753,080,000**	**$92,094,000**
American Samoa	$6,778,000	$10,680,000	$2,846,000	$9,997,000	$526,000
Guam	$6,301,000	$9,928,000	$2,646,000	$7,234,000	$380,000
Northern Marianas	$5,305,000	$8,359,000	$2,228,000	$4,646,000	$245,000
Virgin Islands	$8,605,000	$13,558,000	$3,613,000	$5,802,000	$305,000
Territories Total	**$26,989,000**	**$42,525,000**	**$11,333,000**	**$27,679,000**	**$1,456,000**
Tribes	**$38,040,000**	**$60,000,000**	**$16,000,000**	**$38,040,000**	**$2,000,000**
CWA 604(b) Total	**$0**	**$0**	**$0**	**$17,984,000**	**$950,000**
EPA Admin	**$57,060,000**	**$90,000,000**	**$24,000,000**	**$57,060,000**	**$3,000,000**
OIG Oversight	**$6,657,000**	**$15,000,000**	**$4,000,000**	**$6,657,000**	**$500,000**
AIS M & O	**$1,000,000**	**$0**	**$500,000**	**$1,500,000**	**$0**
Grand Total	**$1,902,000,000**	**$3,000,000,000**	**$800,000,000**	**$1,902,000,000**	**$100,000,000**

Bipartisan Infrastructure Law:
Environmental Protection Agency
2022 Clean Water Act (CWA) 604(b) Grants to States and Territories by Program

	604(b)	604(b) Emerging Contaminants	604(b) BIL Total
Alabama	$201,000	$11,000	$212,000
Alaska	$108,000	$6,000	$114,000
Arizona	$121,000	$6,000	$127,000
Arkansas	$118,000	$6,000	$124,000
California	$1,286,000	$68,000	$1,354,000
Colorado	$144,000	$8,000	$152,000
Connecticut	$220,000	$12,000	$232,000
Delaware	$88,000	$5,000	$93,000
District of Columbia	$88,000	$5,000	$93,000
Florida	$607,000	$32,000	$639,000
Georgia	$304,000	$16,000	$320,000
Hawaii	$139,000	$7,000	$146,000
Idaho	$88,000	$5,000	$93,000
Illinois	$813,000	$43,000	$856,000
Indiana	$433,000	$23,000	$456,000
Iowa	$243,000	$13,000	$256,000
Kansas	$162,000	$9,000	$171,000
Kentucky	$229,000	$12,000	$241,000
Louisiana	$198,000	$10,000	$208,000
Maine	$139,000	$7,000	$146,000
Maryland	$435,000	$23,000	$458,000
Massachusetts	$610,000	$32,000	$642,000
Michigan	$773,000	$41,000	$814,000
Minnesota	$330,000	$17,000	$347,000
Mississippi	$162,000	$9,000	$171,000
Missouri	$498,000	$26,000	$524,000
Montana	$88,000	$5,000	$93,000
Nebraska	$92,000	$5,000	$97,000
Nevada	$88,000	$5,000	$93,000
New Hampshire	$180,000	$9,000	$189,000
New Jersey	$735,000	$39,000	$774,000
New Mexico	$88,000	$5,000	$93,000
New York	$1,984,000	$104,000	$2,088,000
North Carolina	$324,000	$17,000	$341,000
North Dakota	$88,000	$5,000	$93,000
Ohio	$1,012,000	$53,000	$1,065,000

	604(b)	604(b) Emerging Contaminants	604(b) BIL Total
Oklahoma	$145,000	$8,000	$153,000
Oregon	$203,000	$11,000	$214,000
Pennsylvania	$712,000	$37,000	$749,000
Puerto Rico	$234,000	$12,000	$246,000
Rhode Island	$121,000	$6,000	$127,000
South Carolina	$184,000	$10,000	$194,000
South Dakota	$88,000	$5,000	$93,000
Tennessee	$261,000	$14,000	$275,000
Texas	$822,000	$43,000	$865,000
Utah	$95,000	$5,000	$100,000
Vermont	$88,000	$5,000	$93,000
Virginia	$368,000	$19,000	$387,000
Washington	$313,000	$16,000	$329,000
West Virginia	$280,000	$15,000	$295,000
Wisconsin	$486,000	$26,000	$512,000
Wyoming	$88,000	$5,000	$93,000
States Total	**$17,704,000**	**$936,000**	**$18,640,000**
American Samoa	$101,000	$5,000	$106,000
Guam	$73,000	$4,000	$77,000
Northern Marianas	$47,000	$2,000	$49,000
Virgin Islands	$59,000	$3,000	$62,000
Territories Total	**$280,000**	**$14,000**	**$294,000**
Grand Total	**$17,984,000**	**$950,000**	**$18,934,000**

Bipartisan Infrastructure Law:
Environmental Protection Agency
2022 State Revolving Fund (SRF) Additional Subsidy Amounts

	DWSRF General[21]	DWSRF Lead Service Line Replacement[22]	DWSRF Emerging Contaminants[23]	CWSRF General[24]	CWSRF Emerging Contaminants[25]
Alabama	$19,005,630	$29,945,860	$16,286,000	$9,751,490	$1,045,000
Alaska	$8,816,080	$13,891,500	$7,555,000	$5,219,480	$559,000
Arizona	$15,855,910	$24,983,140	$13,587,000	$5,890,290	$632,000
Arkansas	$13,264,300	$20,899,970	$11,367,000	$5,704,580	$612,000
California	$77,779,170	$122,552,430	$66,649,000	$62,372,100	$6,687,000
Colorado	$17,419,500	$27,447,350	$14,927,000	$6,975,640	$747,000
Connecticut	$8,816,080	$13,891,500	$7,555,000	$10,683,960	$1,145,000
Delaware	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
Florida	$34,706,210	$54,684,490	$29,741,000	$29,437,730	$3,156,000
Georgia	$20,776,000	$32,735,920	$17,804,000	$14,745,080	$1,581,000
Hawaii	$8,816,080	$13,891,500	$7,555,000	$6,754,650	$724,000
Idaho	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
Illinois	$33,263,650	$52,412,360	$28,505,000	$39,442,060	$4,229,000
Indiana	$13,475,980	$21,233,660	$11,548,000	$21,017,570	$2,253,000
Iowa	$13,966,960	$22,007,370	$11,969,000	$11,803,120	$1,265,000
Kansas	$10,228,750	$16,116,590	$8,765,000	$7,871,850	$844,000
Kentucky	$14,528,010	$22,891,330	$12,450,000	$11,099,480	$1,190,000
Louisiana	$13,195,700	$20,792,170	$11,308,000	$9,586,850	$1,028,000
Maine	$8,816,080	$13,891,500	$7,555,000	$6,750,730	$724,000
Maryland	$16,150,400	$25,447,660	$13,840,000	$21,092,540	$2,261,000
Massachusetts	$20,457,500	$32,233,670	$17,531,000	$29,609,720	$3,175,000
Michigan	$21,642,320	$34,100,570	$18,546,000	$37,498,720	$4,020,000
Minnesota	$13,457,850	$21,205,240	$11,533,000	$16,029,370	$1,719,000
Mississippi	$9,490,320	$14,953,820	$8,133,000	$7,857,150	$842,000

[21] States must provide 49% of the BIL DWSRF General capitalization grant amount as additional subsidization in the form of principal forgiveness or grants. This additional subsidization must be provided to eligible DWSRF assistance recipients that meet the state's disadvantaged community criteria as described in SDWA §1452(d).
[22] States must provide 49% of the BIL DWSRF Lead Service Line Replacement capitalization grant amount as additional subsidization in the form of principal forgiveness or grants. This additional subsidization must be provided to eligible DWSRF assistance recipients that meet the state's disadvantaged community criteria as described in SDWA §1452(d).
[23] States must provide 100% of the BIL DWSRF Emerging Contaminants capitalization grant amount, net of set-asides taken, as additional subsidization in the form of principal forgiveness or grants. Per SDWA §1452(a)(2)(G)(ii)(I), at least 25% of these funds must be provided to eligible DWSRF assistance recipients that meet the state's disadvantaged community criteria as described in SDWA §1452(d) or to public water systems serving fewer than 25,000 persons.
[24] States must provide 49% of the CWSRF general capitalization grant amount as additional subsidization in the form of principal forgiveness or grants. Additional subsidization must be provided to eligible CWSRF assistance recipients or project types as described in section 603(i) of the CWA.
[25] States must provide 100% of the emerging capitalization grant amount as additional subsidization in the form of principal forgiveness and/or grants. Additional subsidization may be provided to any eligible CWSRF assistance recipient for any project eligible under section 603(c) of the CWA that addresses emerging contaminants.

	DWSRF General[21]	DWSRF Lead Service Line Replacement[22]	DWSRF Emerging Contaminants[23]	CWSRF General[24]	CWSRF Emerging Contaminants[25]
Missouri	$15,542,800	$24,490,200	$13,319,000	$24,176,110	$2,592,000
Montana	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
Nebraska	$8,816,080	$13,891,500	$7,555,000	$4,460,470	$478,000
Nevada	$10,219,930	$16,103,360	$8,758,000	$4,281,620	$459,000
New Hampshire	$8,816,080	$13,891,500	$7,555,000	$8,715,140	$935,000
New Jersey	$15,046,920	$23,708,650	$12,894,000	$35,637,700	$3,821,000
New Mexico	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
New York	$36,005,690	$56,732,690	$30,854,000	$96,257,070	$10,318,000
North Carolina	$27,074,460	$42,660,380	$23,201,000	$15,739,780	$1,688,000
North Dakota	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
Ohio	$22,172,990	$34,937,000	$19,001,000	$49,095,550	$5,264,000
Oklahoma	$12,498,920	$19,694,080	$10,711,000	$7,045,710	$755,000
Oregon	$11,599,770	$18,277,000	$9,940,000	$9,851,940	$1,056,000
Pennsylvania	$27,147,470	$42,775,040	$23,264,000	$34,545,000	$3,704,000
Puerto Rico	$8,816,080	$13,891,500	$7,555,000	$11,374,860	$1,220,000
Rhode Island	$8,816,080	$13,891,500	$7,555,000	$5,855,500	$628,000
South Carolina	$11,417,980	$17,990,840	$9,784,000	$8,934,170	$958,000
South Dakota	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
Tennessee	$15,313,970	$24,129,070	$13,123,000	$12,668,950	$1,358,000
Texas	$69,086,570	$108,855,950	$59,202,000	$39,860,030	$4,274,000
Utah	$8,816,080	$13,891,500	$7,555,000	$4,595,220	$493,000
Vermont	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
Virginia	$14,384,930	$22,665,440	$12,327,000	$17,847,760	$1,914,000
Washington	$19,696,040	$31,034,640	$16,878,000	$15,165,990	$1,626,000
West Virginia	$8,816,080	$13,891,500	$7,555,000	$13,595,050	$1,457,000
Wisconsin	$15,026,340	$23,676,310	$12,877,000	$23,576,840	$2,527,000
Wyoming	$8,816,080	$13,891,500	$7,555,000	$4,281,620	$459,000
States Total	**$859,588,380**	**$1,354,421,250**	**$736,612,000**	**$854,727,580**	**$91,635,000**

Attachment 1 – Appendix B:
CWSRF Definition of Emerging Contaminants

Emerging contaminants refer to substances and microorganisms, including manufactured or naturally occurring physical, chemical, biological, radiological, or nuclear materials, which are known or anticipated in the environment, that may pose newly identified or re-emerging risks to human health, aquatic life, or the environment.[26] These substances, microorganisms or materials can include many different types of natural or manufactured chemicals and substances – such as those in some compounds of personal care products, pharmaceuticals, industrial chemicals, pesticides, and microplastics.[27,28]

The main categories of emerging contaminants include but are not limited to:

- **Perfluoroalkyl and polyfluoroalkyl substances (PFAS) and other persistent organic pollutants (POPs)** such as polybrominated diphenyl ethers (PBDEs; used in flame retardants, furniture foam, plastics, etc.) and other persistent organic contaminants such as perfluorinated organic acids, PFAS free foam flame retardants;
- **Biological contaminants and microorganisms**, such as antimicrobial resistant bacteria, biological materials, and pathogens**;**
- **Some compounds of pharmaceuticals and personal care products (PPCPs)**, including a wide suite of human prescribed drugs (e.g., antidepressants, blood pressure medications, hormones), over-the-counter medications (e.g., ibuprofen), bactericides, fragrances, UV filters (sunscreen agents), detergents, preservatives, and repellents;[29]
    - Insect Repellents, Cosmetics and UV filters: DEET, Methylparabens, Benzophenone[30]
    - Fragrances: HHCB and AHTN (7-acetyl-1,1,3,4,4,6-hexamethyl-1,2,3,4-tetrahydronaphthalene; CAS 21145-77-7; Tonalide)[31]
    - Cosmetic and food preservatives: BHA (butylated hydroxyanisole) and BHT (butylated hydroxytoluene)[32]
    - Veterinary medicines such as antimicrobials, antibiotics, anti-fungals, growth promoters, investigational new animal drugs, and hormones;
    - Substances that illicit endocrine-disrupting chemicals (EDCs), including synthetic estrogens (e.g.,17αethynylestradiol, which also is a PCPP) and androgens (e.g., trenbolone, a veterinary drug), naturally occurring estrogens (e.g.,17ß-estradiol, testosterone), as well as many others (e.g., organochlorine pesticides, alkylphenols)
- **Nanomaterials** such as carbon nanotubes or nano-scale particulate titanium dioxide, of which little is known about either their environmental fate or effects.

---

[26] 2020 White House Office of Science & Technology Policy document which focused on drinking water/human health
[27] Contaminants of Emerging Concern under the Clean Water Act 2019, Congressional Research Services
[28] White Paper Aquatic Life Criteria for Contaminants of Emerging Concern 2008
[29] Peck, A.M. Analytical methods for the determination of persistent ingredients of personal care products in environmental matrices. *Anal Bioanal Chem* **386,** 907–939 (2006). https://doi.org/10.1007/s00216-006-0728-3
[30] Diana Montes-Grajales, Mary Fennix-Agudelo, Wendy Miranda-Castro,
Occurrence of personal care products as emerging chemicals of concern in water resources: A review,
Science of The Total Environment, Volume 595, 2017, Pages 601-614, ISSN 0048-9697,
https://doi.org/10.1016/j.scitotenv.2017.03.286. (https://www.sciencedirect.com/science/article/pii/S0048969717308161)
[31] J Environ Eng (New York). Author manuscript; available in PMC 2010 Feb 1. Published in final edited form as:
J Environ Eng (New York). 2009 Nov 1; 135(11): 1192. doi: 10.1061/(ASCE)EE.1943-7870.0000085
[32] Soliman, Mary A., et al. "Human Pharmaceuticals, Antioxidants, and Plasticizers in Wastewater Treatment Plant and Water Reclamation Plant Effluents." Water Environment Research, vol. 79, no. 2, 2007, pp. 156–167., https://doi.org/10.2175/106143006x111961.

- **Microplastics/Nanoplastics:** synthetic solid particle or polymeric matrix, with regular or irregular shape and with size smaller than 5 mm, of either primary or secondary manufacturing origin, or larger plastic materials that degrade into smaller pieces, including from tire wear (such as 6PPD), which are insoluble in water.[33] Primary microplastics include particles produced intentionally of this very small dimension, like pre-production pellets used as intermediate in plastic production, microbeads for abrasive functions or microfibers that form from synthetic textiles.[34]

Projects that address contaminants with water quality criteria established by EPA under CWA section 304(a), except for PFAS are not eligible for CWSRF Emerging Contaminants funds.

[33] J.P.G.L. Frias, Roisin Nash, Microplastics: Finding a consensus on the definition, Marine Pollution Bulletin, Volume 138, 2019, Pages 145-147, ISSN 0025-326X, https://doi.org/10.1016/j.marpolbul.2018.11.022. (https://www.sciencedirect.com/science/article/pii/S0025326X18307999)

[34] Silvia Galafassi, Luca Nizzetto, Pietro Volta, Plastic sources: A survey across scientific and grey literature for their inventory and relative contribution to microplastics pollution in natural environments, with an emphasis on surface water

Attachment 1 – Appendix C:
Detailed List of DWSRF Emerging Contaminants Project and Activity Examples

Below are non-exhaustive lists of DWSRF-eligible projects and activities under the BIL DWSRF Emerging Contaminants capitalization grants. For a project or activity to be eligible for funding under this appropriation, it must be otherwise DWSRF eligible, and the primary purpose must be to address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances (PFAS) Projects that address any contaminant listed on any of EPA's Contaminant Candidate Lists are eligible (i.e., CCL1 – draft CCL5).

From the DWSRF Infrastructure Fund:

- Emerging contaminants costs associated with the construction of a new treatment facility or upgrade to an existing treatment facility that addresses emerging contaminants.
- Development of a new source (i.e., new/replacement well or intake for a public water system) that addresses an emerging contaminant issue [Note: water rights purchases must still meet the criteria in the Class Deviation for Water Rights].
- Consolidation with another water system that does not have emerging contaminants present or has removal capability.
- Costs for planning and design and associated pre-project costs.
- Infrastructure related to pilot testing for treatment alternatives.
- Creation of a new community water system to address unsafe drinking water provided by individual (i.e., privately-owned) wells or surface water sources.

From the DWSRF Set-asides:

- Direct technical assistance to public water systems (of any size) with emerging contaminants and treatment problems which could lead to a loan application.
- PFAS and other emerging contaminants project pre-development activities (such as determining if and where there is a problem).
- Technical assistance for eligible systems to diagnose emerging contaminants problems at their water systems.
- Project planning, preliminary engineering, and design.
- Funding state PWSS staff who are working on PFAS and emerging contaminants oversight.
- Incorporating training on PFAS and emerging contaminants into state operator certification materials.
- Obtain test kits/laboratory equipment for systems to test for newly recognized contaminants of concern and training to use that equipment.
- Pilot testing and studies on improving public water system operation.
- Source water protection activities (e.g., developing source water protection plans, well abandonment, etc.).
- Conducting initial, special (non-routine/non-compliance) monitoring to establish a baseline understanding of a contaminant of concern or operation of newly-used technology.

Attachment 1 – Appendix D:
Detailed List of DWSRF Lead Service Line Replacement Project and Activity Examples

Below are non-exhaustive lists of DWSRF-eligible projects and activities under the BIL DWSRF Lead Service Line Replacement (LSLR) capitalization grants. For a project or activity to be eligible for funding under this appropriation, it must be otherwise DWSRF eligible and be a LSLR project or associated activity *directly connected* to the identification, planning, design, and replacement of lead service lines. Any project funded under this appropriation involving the replacement of a lead service line must replace the entire lead service line, not just a portion, unless a portion has already been replaced.

From the DWSRF Infrastructure Fund:

- Complete removal of lead service lines (public and privately owned portion) or service lines made of galvanized iron or galvanized steel (that are currently or have previously been downstream of lead components) and replacement with a pipe that meets the requirements established under 40 CFR 143 and which complies with state and local plumbing codes and or building codes.
- Removal of lead or galvanized goosenecks, pigtails, and connectors, and replacement with an acceptable material that meets the requirements established under 40 CFR 143 and which complies with state and local plumbing codes and or building codes.
- Replacement of curb stops, curb stop boxes, and other service line appurtenances that are removed as part of full LSLR.
- Site restoration, including landscaping, sidewalks, driveways, etc. if the removal was necessary to replace the lead service line.
- Permit fees if the fees are normal, required, and specific to the LSLR. It is recommended that communities waive these fees.
- Temporary pitcher filters or point-of-use (POU) devices certified by an American National Standards Institute accredited certifier to reduce lead during or for a short time period after LSLR projects.
- Development or updating of lead service line inventories, including locating and mapping lead service lines.
    - Methods of investigation to develop inventories could include visual observation, water quality sampling (non-compliance), excavation, vacuum or hydro-excavation, statistical analysis, or other emerging technologies.
- Planning and design for infrastructure projects listed above.
- Non-routine lead sampling (if not for compliance purposes) as part of a LSLR project.

From the DWSRF Set-asides:

- Planning and design for LSLR infrastructure projects.
- Developing or updating lead service line inventories, including locating and mapping lead service lines.
- Providing technical assistance to small water systems undertaking lead service line inventories or construction projects.
- Funding state staff and contractors to work on LSLR education and outreach and inventory plans, etc.
- Non-routine lead sampling (if not for compliance purposes).

Attachment 1 – Appendix E:
Additional Information to Assist States with Developing a Disadvantaged Community Definition and Affordability Criteria

Congress established that 49% of funding allocated to the SRF programs through the General Supplemental and Lead Service Line Replacement (LSLR) capitalization grants must be provided as additional subsidization for eligible CWSRF assistance recipients or project types as described in section 603(i) of the Clean Water Act (CWA) and water systems that meet the state's disadvantaged community criteria as described in section 1452(d) of the Safe Drinking Water Act (SDWA) for the DWSRF. Also, for the DWSRF Emerging Contaminants funding, states must direct at least 25% of these funds to disadvantaged communities (as defined by the state under SDWA 1452(d)) or public water systems serving fewer than 25,000 persons.

Under Section 50216 of the BIL, EPA must conduct an analysis of programs under CWA title VI and SDWA section 1452 to identify historical distribution of funds to small and disadvantaged communities and new opportunities and methods to improve the distribution of funds under those programs to low-income, rural, minority, and indigenous communities. A report must be submitted to the congressional committees upon completion of the analysis by November 15, 2023.

There is significant variation across the country in the amount of assistance directed to disadvantaged communities and the characteristics of communities that qualify for this assistance. The CWA and the SDWA both state that the Administrator may publish information to assist states in establishing affordability criteria. The information in this memo is one step in an ongoing EPA effort to analyze criteria and adjust them as needed to ensure that the definitions used are compliant with the CWA and SDWA as well as meet the community affordability needs within states. Some key considerations are described below for evaluating how different affordability criteria can capture communities in need. EPA will work with states to strengthen their criteria for distributing additional subsidization. EPA may also provide additional information identified as part of Justice 40. Any criteria or thresholds should be modified by SRF programs to reflect state conditions and considerations.

Examples of criteria within affordability and disadvantaged community definitions that can be <u>barriers</u> include:

- Definitions solely based or contingent upon an "unaffordable" rate. Some state rate considerations serve to assist in affordability determinations, but others do so in a way that can be a barrier to systems with low capacity and a poor rate structure.
- Definitions that include a low cap on additional subsidy (e.g., 30%) are a barrier to communities that need a higher amount of additional subsidization to be able to take the loan.
- Definitions based solely on population or definitions that include population as a determining factor.

EPA strongly encourages states to amend their affordability and disadvantaged community definitions if they currently utilize any of these three criteria.

<u>CWSRF Affordability Criteria</u>

Section 603(i)(2) of the CWA states:

> *AFFORDABILITY CRITERIA.—*
> *(A) ESTABLISHMENT.—*

(i) IN GENERAL.—Not later than September 30, 2015, and after providing notice and an opportunity for public comment, a State shall establish affordability criteria to assist in identifying municipalities that would experience a significant hardship raising the revenue necessary to finance a project or activity eligible for assistance under subsection (c)(1) if additional subsidization is not provided.

(ii) CONTENTS.—The criteria under clause (i) shall be based on income and unemployment data, population trends, and other data determined relevant by the State, including whether the project or 16 activity is to be carried out in an economically distressed area, as described in section 301 of the Public Works and Economic Development Act of 1965 (42 U.S.C. 3161).

(B) EXISTING CRITERIA.—If a State has previously established, after providing notice and an opportunity for public comment, affordability criteria that meet the requirements of subparagraph (A)—

(i) the State may use the criteria for the purposes of this subsection; and

(ii) those criteria shall be treated as affordability criteria established under this paragraph.

(C) INFORMATION TO ASSIST STATES.—The Administrator may publish information to assist States in establishing affordability criteria under subparagraph (A).

The CWA section 603(i)(2) requires states to develop affordability criteria that will assist them in identifying applicants that would have difficulty financing projects without additional subsidization. The CWA section 603(i)(2)(A) requires that criteria be based on:

- income;
- unemployment data;
- population trends; and
- other data determined relevant by the state.

Income, unemployment data, and population trends must be reflected in state affordability criteria; however, the statute does not prescribe the weight that must be given to each type of criteria. States have the flexibility to determine which of the required criteria are most relevant to their CWSRF programs and may structure their program's criteria accordingly. States should periodically review and update their criteria to ensure that is it still appropriate for economic conditions in the state and that they are utilizing the most current data.

Additional Information to Assist States in Establishing Affordability Criteria

Per section 603(i)(2) of the CWA, the CWSRF affordability criteria must include income, unemployment data, and population trends. As demonstrated by the wide range of criteria developed by the states, there are many factors to consider within each criterion. The following are examples of metrics that EPA suggests states consider when reviewing their affordability criteria. States have the flexibility to use different percentages based on demographics and other state-specific factors. The metrics may be set numbers for a state or tiered numbers to address specific yet diverse state needs. States should also consider how a mix of affordability criteria may be used to meet community needs. States should periodically review their affordability criteria to ensure that it is still appropriate for the socioeconomic conditions in the state and uses the most current available data.

Income:

- Community MHI is less than 80% of State MHI
- Communities with $25,766 or less upper limit of Lowest Quintile Income
- Communities with ≥ 30.9% Population Living Under 200% of Poverty Level

- Community with census tracts that have a poverty rate greater than or equal to 20%[35]

Unemployment Data:
- Communities with ≥ 3.4% Unemployed Population ≥ 16 years in Civilian Labor Force

Population Trends:
- Communities with ≥ 12.1% Vacant Households

Other Data Determined Relevant by the State:
- Community in a county with a Social Vulnerability Index score higher than 0.80[36]
- Combined sewer and drinking water costs are greater than 2% of the 20th percentile household income (i.e., the Lowest Quintile of Income for the Service Area)
- Communities with 10% of failing decentralized systems
- Communities with ≥ 11.7% Population Receiving Food Stamps/SNAP Benefits
- Communities with Lagoon systems not achieving water quality standards

DWSRF Disadvantaged Communities

Section 1452 (d) of the SDWA states:

Assistance for disadvantaged communities

(3) "Disadvantaged community" defined

In this subsection, the term "disadvantaged community" means the service area of a public water system that meets affordability criteria established after public review and comment by the State in which the public water system is located. The Administrator may publish information to assist States in establishing affordability criteria.

Additional Information to Assist States in Establishing a Disadvantaged Community Definition

The following are examples of criteria that states are currently using or may want to consider using. Note that some states define a disadvantaged community to include a large public water system where a particular project within the system addresses a sub-set of the service area that meets affordability criteria. States may use different percentages and thresholds based on demographics and other state-specific factors. The metrics may be set numbers for a state or tiered numbers to address specific state needs to best address the health protection objectives of SDWA. States should also consider how a mix of affordability criteria may be used to meet community needs. States should periodically review their affordability criteria and disadvantaged community definition to ensure that it is still appropriate for the economic conditions in the state and uses the most current available data.

- Communities with census tracts that have [X poverty indicator] are eligible for lead service line additional subsidy if the recipient uses those funds for the direct benefit of those residents
- Community MHI is less than 80% of State MHI
- Communities with $25,766 or less upper limit of Lowest Quintile Income
- Communities with ≥ 30.9% Population Living Under 200% of Poverty Level
- Community with census tracts that have a poverty rate greater than or equal to 20%[37]
- Communities with ≥ 3.4% Unemployed Population ≥ 16 years in Civilian Labor Force
- Communities with ≥ 12.1% Vacant Households

[35] Using the Census Bureau's official poverty measure (OPM).
[36] Using the most recent SVI score calculated by the Centers for Disease Control and Prevention (CDC) using the American Community Survey (ACS). https://svi.cdc.gov/map.html
[37] Using the Census Bureau's official poverty measure (OPM).

- Community in a county with a Social Vulnerability Index score higher than 0.80[38]
- Combined sewer and drinking water costs are greater than 2% of the 20th percentile household income (i.e., the Lowest Quintile of Income for the Service Area)
- Communities with ≥ 11.7% Population Receiving Food Stamps/SNAP Benefits

[38] Using the most recent SVI score calculated by the Centers for Disease Control and Prevention (CDC) using the American Community Survey (ACS). https://svi.cdc.gov/map.html

Attachment 2:
Implementation of CWSRF-Related Amendments in the Bipartisan Infrastructure Law

On November 15, 2021, President Biden signed the Bipartisan Infrastructure Law (BIL) into law. Among its provisions are amendments to Title VI the Clean Water Act (CWA) that make changes to the base CWSRF program. This document summarizes the key changes and provides the relevant legislative text. These changes apply to all capitalization grants awarded after November 15, 2021.

Summary of Changes to Base CWSRF

- **Reauthorization of CWSRF:** The BIL reauthorized the CWSRF from federal fiscal years 2022 through 2026. The funding levels will be set by through the annual appropriations process. Authorized levels are provided in the table below.

FY22	FY23	FY24	FY25	FY26
$2.4B	$2.75B	$3.0B	$3.25B	$3.25B

- **Additional Authorization:** The BIL authorizes additional appropriations of $1,639,000,000 for each fiscal year 2022 through 2026. The funding levels will be set by through the annual appropriations process.

- **Additional Subsidization:** The BIL amended requirements related to additional subsidization. States are required to use at least 10% (an increase from 0%), but no more than 30%, of the capitalization grant amount to provide additional subsidy to the following:
  - municipalities that meet the state's affordability criteria;
  - municipalities that do not meet the state's affordability criteria but seek additional subsidization to benefit individual ratepayers in the residential user rate class;
  - entities that implement a process, material, technique, or technology that addresses water or energy efficiency goals; mitigates stormwater runoff; or encourages sustainable project planning, design, and construction.

  The BIL also expands the eligible uses of additional subsidy to include:
  - grants;
  - buying, refinancing, or restructuring of debt; and
  - other loan forgiveness.

- **Technical Assistance Funding:** The BIL includes a provision that allows states to use up to an amount equal to 2% of their annual CWSRF capitalization grant for the purpose of hiring staff, nonprofit organizations, or regional, interstate, or municipal entities to assist rural, small, and tribal publicly owned treatment works.

- **Analysis of Fund Distribution to Disadvantaged Communities:** The BIL included a provision that directs EPA to conduct an analysis of fund distributions to small and disadvantaged communities by November 15, 2023. EPA Headquarters and Regions will work collaboratively with states in this analysis.

- **Build America, Buy America:** The BIL established the Build America, Buy America (BABA) Act domestic sourcing requirements for federal financial assistance programs for infrastructure, including the SRF programs. EPA water infrastructure programs must comply with the BABA provision. EPA will be issuing BABA guidance for all water infrastructure programs upon publication of Office of Management and Budget agency-wide guidance.

- **Clean Watersheds Needs Survey:** The BIL expands the Clean Watersheds Needs Survey to include all capital projects eligible for CWSRF funding. It also authorizes $5 million for implementing the Clean Watershed Needs Survey.

Amended Legislative Text and Explanation

Text in *italics* is new and text in ~~strikethrough~~ was deleted.

BIL §50210(a)(1)(A): Types of Assistance

Section 603(d)
As amended, CWA section 603(d) now states:

> (d) TYPES OF ASSISTANCE.—Except as otherwise limited by State law *and provided in subsection (k),* a water pollution control revolving fund of a State under this section may be used only—

***Explanation*:** The CWA now incorporates an additional type of CWSRF assistance, as described in subsection (k). See below for additional information about this type of assistance.

BIL §50210(a)(1)(B): Additional Subsidization

Section 603(i)
As amended, the CWA section 603(i) now states:

> (i) ADDITIONAL SUBSIDIZATION.—
> (1) IN GENERAL.—In any case in which a State provides assistance to an eligible recipient under subsection (d), the State may provide additional subsidization *(including forgiveness of principal, grants, negative interest loans, other loan forgiveness, and through buying, refinancing, or restructuring debt)*~~including forgiveness of principal and negative interest loans—~~
> (A) to benefit a municipality that—
> (i) meets the affordability criteria of the State established under paragraph (2); or
> (ii) does not meet the affordability criteria of the State if the recipient—
> (I) seeks additional subsidization to benefit individual ratepayers in the residential user rate class;
> (II) demonstrates to the State that such ratepayers will experience a significant hardship from the increase in rates necessary to finance the project or activity for which assistance is sought; and
> (III) ensures, as part of an assistance agreement between the State and the recipient, that the additional subsidization provided under

this paragraph is directed through a user charge rate system (or other appropriate method) to such ratepayers; or

(B) to implement a process, material, technique, or technology—

(i) to address water-efficiency goals;

(ii) to address energy-efficiency goals;

(iii) to mitigate stormwater runoff; or

(iv) to encourage sustainable project planning, design, and construction.

(2) AFFORDABILITY CRITERIA.—

(A) ESTABLISHMENT.—

(i) IN GENERAL.—Not later than September 30, 2015, and after providing notice and an opportunity for public comment, a State shall establish affordability criteria to assist in identifying municipalities that would experience a significant hardship raising the revenue necessary to finance a project or activity eligible for assistance under subsection (c)(1) if additional subsidization is not provided.

(ii) CONTENTS.—The criteria under clause (i) shall be based on income and unemployment data, population trends, and other data determined relevant by the State, including whether the project or activity is to be carried out in an economically distressed area, as described in section 301 of the Public Works and Economic Development Act of 1965 (42 U.S.C. 3161).

(B) EXISTING CRITERIA.—If a State has previously established, after providing notice and an opportunity for public comment, affordability criteria that meet the requirements of subparagraph (A)—

(i) the State may use the criteria for the purposes of this subsection; and

(ii) those criteria shall be treated as affordability criteria established under this paragraph.

(C) INFORMATION TO ASSIST STATES.—The Administrator may publish information to assist States in establishing affordability criteria under subparagraph (A).

(3) LIMITATIONS.—

(A) IN GENERAL.—A State may provide additional subsidization in a fiscal year under this subsection only if the total amount appropriated for making capitalization grants to all States under this title for the fiscal year exceeds $1,000,000,000.

(B) TOTAL AMOUNT OF SUBSIDIZATION.—

(i) *In general.--For each fiscal year, of the amount of the capitalization grant received by the State under this title, the total amount of additional subsidization made available by a State under paragraph (1)—*

(I) may not exceed 30 percent; and

(II) to the extent that there are sufficient applications for assistance to communities described in that paragraph, may not be less than 10 percent.

(ii) *Exclusion.--A loan from the water pollution control revolving fund of a State with an interest rate equal to or greater than 0 percent shall not be considered additional subsidization for purposes of this subparagraph.*

~~(B) ADDITIONAL LIMITATION.—~~

~~(i) GENERAL RULE.—Subject to clause (ii), a State may use not more than 30 percent of the total amount received by the State in capitalization~~

~~grants under this title for a fiscal year for providing additional subsidization under this subsection.~~

~~(ii) EXCEPTION.—If, in a fiscal year, the amount appropriated for making capitalization grants to all States under this title exceeds $1,000,000,000 by a percentage that is less than 30 percent, clause (i) shall be applied by substituting that percentage for 30 percent.~~

~~(C)~~ APPLICABILITY.—The authority of a State to provide additional subsidization under this subsection shall apply to amounts received by the State in capitalization grants under this title for fiscal years beginning after September 30, 2014.

~~(D)~~ CONSIDERATION.—If the State provides additional subsidization to a municipality or intermunicipal, interstate, or State agency under this subsection that meets the criteria under paragraph (1)(A), the State shall take the criteria set forth in section 602(b)(5) into consideration.

***Explanation*:** Section 603(i) of the CWA now requires states to provide between 10% and 30% of their capitalization grant as additional subsidization whenever the annual appropriation is greater than $1,000,000,000, "to the extent there are sufficient applications for assistance." States unable to find sufficient eligible projects should explain in their Intended Use Plan (IUP) and Annual Report why the provision was not met and what they are doing to ensure that this provision is met in future years (e.g., marketing, outreach, technical assistance).

Additional subsidization may only be provided for the following:

- to benefit a municipality that meets the state's affordability criteria as established under the CWA section 603(i)(2);
- to benefit a municipality that does not meet the state's affordability criteria but seeks additional subsidization to benefit individual ratepayers in the residential user rate class; or
- to any eligible recipient to implement a process, material, technique, or technology that addresses water or energy efficiency goals; mitigates stormwater runoff; or encourages sustainable project planning, design, and construction.

If additional subsidization is being used to benefit individual ratepayers in the residential user rate class of a municipality that does not meet the affordability criteria, then the recipient must demonstrate to the CWSRF's satisfaction that these ratepayers would otherwise experience a significant hardship from the increase in rates necessary to finance the project or activity for which assistance is being sought. Additionally, the assistance agreement between the CWSRF and the recipient must include language indicating that the additional subsidization would be provided to these ratepayers through a user charge rate system or other appropriate method.

This section has also been amended by BIL to expand the eligible types of additional subsidy that states may offer to assistance recipients. Prior to the passage of BIL, CWA authorized additional subsidies explicitly in the form of a *loan* (e.g., loans which include principal forgiveness and/or a negative interest rate).

As amended by BIL, CWA section 603(i) now explicitly adds grants as an eligible form of additional subsidy.[39] States should be aware that "grant" recipients are legally considered "subrecipients" for the purposes of OMB's grant regulations at 2 CFR Part 200 *et. seq*. In other words, assistance recipients

[39] Though not explicitly mentioned, states could still provide additional subsidy as grants under CWA section 603(i)

receiving additional subsidy in the form of a grant are subject to additional cross-cutting federal requirements not applicable to those receiving other forms of additional subsidy. EPA's subaward policy establishes the requirements and procedures for Grants Management Offices and Program Offices in making determinations regarding subrecipient eligibility, overseeing pass-through entity monitoring and management of subawards, and authorizing fixed amount subawards under 2 CFR 200.331, 200.332, and 200.333 ("the applicable regulations").

As amended by BIL section 603(i) also adds "buying, refinancing, or restructuring of debt" as options for offering additional subsidy to eligible assistance recipients. States may only purchase, refinance, or restructure debt that was associated with a CWSRF-eligible project. It is not necessary for the debt to have originated with the state's CWSRF program. However, the projects must still have been CWSRF-eligible and met all applicable CWSRF requirements. It is important to note that BIL codifies that an assistance agreement with a 0% or higher interest rate is not considered to be additional subsidy. In other words, the monetary savings to an assistance recipient for a loan with, for example, a 2% interest rate versus a 4% interest rate is not considered additional subsidization.

Finally, CWA section 603(i) allows states to provide additional subsidy in the form of other loan forgiveness. Any state intending to offer other loan forgiveness must provide sufficient documentation within the Intended Use Plan, showing that such assistance is consistent with the other eligible forms of additional subsidy by resulting in a permanent reduction in principal that must be repaid.

BIL §50210(a)(1)(C): Technical Assistance

Section 603(k)
As amended, the CWA now includes section 603(k), which states:

> *(k) Additional Use of Funds.--A State may use an additional 2 percent of the funds annually awarded to each State under this title for nonprofit organizations (as defined in section 104(w)) or State, regional, interstate, or municipal entities to provide technical assistance to rural, small, and tribal publicly owned treatment works (within the meaning of section 104(b)(8)(B)) in the State.*

***Explanation*:** States may use up to an amount equal to 2% of their annual capitalization grant to provide assistance to nonprofit organizations[40] or State, regional, interstate, or municipal entities to provide technical assistance to rural, small, and tribal publicly owned treatment works. Examples of such assistance include, but are not limited to, retaining circuit riders to provide technical assistance; contracting with technical assistance providers; contracting with engineering firms directly to help develop projects; retaining certified public accountants or financial institutions to help recipients

[40] Consistent with the definition of *Nonprofit organization* at 2 CFR § 200.1, the term nonprofit organization means any corporation, trust, association, cooperative, or other organization that is operated mainly for scientific, educational, service, charitable, or similar purpose in the public interest and is not organized primarily for profit; and uses net proceeds to maintain, improve, or expand the operation of the organization. The term includes nonprofit colleges, universities, other educational institutions and tax-exempt nonprofit neighborhood and labor organizations. Nonprofit organizations that are not exempt from taxation under section 501 of the Internal Revenue Code must submit other forms of documentation of nonprofit status; such as certificates of incorporation as nonprofit under state or tribal law. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that lobby are not eligible for EPA funding as provided in the Lobbying Disclosure Act, 2 U.S.C. 1611.

complete the financial portions of SRF application packages; and retaining entities to complete Davis-Bacon related acts and/or AIS/BABAA compliance for recipients.

The maximum amount of CWSRF money that may be used to provide technical assistance consistent with section 603(k) of the CWA is an amount equal to 2% of all grant awards received by a state CWSRF after November 15, 2021. If a state does not utilize the full amount of the technical assistance funds allowed under a capitalization grant, they may reserve the right to utilize the unused portion at a later date.

States must include in the Intended Use Plan the amount of the technical assistance funds they plan to use as well as a description of the activities they plan to fund. In the Annual Report and the SRF Reporting System, states must provide a detailed accounting of the use of the funds.

BIL §50210(b): Capitalization Grant Reauthorization

Section 607
As amended, CWA section 607 now states:

> **SEC. 607. AUTHORIZATION OF APPROPRIATIONS.—**
> There is authorized to be appropriated to carry out the purposes of this title ~~the following sums:~~
> ~~(1) $1,200,000,000 per fiscal year for each of fiscal year 1989 and 1990;~~
> ~~(2) $2,400,000,000 for fiscal year 1991;~~
> ~~(3) $1,800,000,000 for fiscal year 1992;~~
> ~~(4) $1,200,000,000 for fiscal year 1993; and~~
> ~~(5) $600,000,000 for fiscal year 1994.~~
> *(1) $2,400,000,000 for fiscal year 2022;*
> *(2) $2,750,000,000 for fiscal year 2023;*
> *(3) $3,000,000,000 for fiscal year 2024; and*
> *(4) $3,250,000,000 for each of fiscal years 2025 and 2026.*

***Explanation*:** This section reauthorizes the CWSRF from federal fiscal years 2022 through 2026. The funding levels will be set through the annual appropriations process.

BIL §50220: Clean Watersheds Needs Survey

As amended, the CWA now includes section 609, which states:

> ***SEC. 609. CLEAN WATERSHEDS NEEDS SURVEY.***
> *(a) Requirement.--Not later than 2 years after the date of enactment of this section, and not less frequently than once every 4 years thereafter, the Administrator shall---*
> *(1) conduct and complete an assessment of capital improvement needs for all projects that are eligible under section 603(c) for assistance from State water pollution control revolving funds; and*
> *(2) submit to Congress a report describing the results of the assessment completed under paragraph (1).*
> *(b) Authorization of Appropriations.--There is authorized to be appropriated to carry out the initial needs survey under subsection (a) $5,000,000, to remain available until expended.*

***Explanation*:** This section expands the Clean Watersheds Needs Survey to include all capital projects eligible for CWSRF funding under CWA section 603(c). It also authorizes $5 million for implementing the Clean Watershed Needs Survey.

Other BIL sections involving the CWSRF

BIL §50216: Small and Disadvantaged Community Analysis

This section is part of BIL and relates to the CWSRF but is not a new section of the CWA.

> ***(a) ANALYSIS.—****Not later than 2 years after the date of enactment of this Act, using environmental justice data of the Environmental Protection Agency, including data from the environmental justice mapping and screening tool of the Environmental Protection Agency, the Administrator shall carry out an analysis under which the Administrator shall assess the programs under title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) and section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) to identify historical distributions of funds to small and disadvantaged communities and new opportunities and methods to improve on the distribution of funds under those programs to low income communities, rural communities, minority communities, and communities of indigenous peoples, in accordance with Executive Order 12898 (42 U.S.C. 4321 note; 60 Fed. Reg. 6381; relating to Federal actions to address environmental justice in minority populations and low-income populations).*
> ***(b) REQUIREMENT.—****The analysis under subsection (a) shall include an analysis, to the extent practicable, of communities in the United States that do not have access to drinking water or wastewater services.*
> ***(c) REPORT.—****On completion of the analysis under subsection (a), the Administrator shall submit to the Committee on Environment and Public Works of the Senate and the Committees on Energy and Commerce and Transportation and Infrastructure of the House of Representatives a report describing—*
> *(1) the results of the analysis; and*
> *(2) the criteria the Administrator used in carrying out the analysis.*

***Explanation*:** This section directs EPA to conduct an analysis of fund distributions to small and disadvantaged communities by November 15, 2023.

BIL §70901: Build America, Buy America Act

Title IX of BIL creates the Build America, Buy America (BABA) Act domestic sourcing requirements for Federal financial assistance programs for infrastructure, including the SRF programs. See Title IX language beginning on page 866 of the BIL. For more specific information on BABA implementation, please refer to the upcoming Office of Management and Budget's Build America, Buy America Act Implementation Guidance. EPA will issue a separate memorandum for BABA after OMB publishes its guidance.

EPA General Provisions Section 614: CWSRF Additional Authorization

This section is part of the EPA General Provisions in BIL:

SEC. 614. (b) Clean Water.*—There is authorized to be appropriated to carry out the purposes of title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), in addition to amounts otherwise authorized to be appropriated for those purposes, an additional $1,639,000,000 for each of fiscal years 2022 through 2026.*

***Explanation*:** This section authorizes additional appropriations from federal fiscal years 2022 through 2026. The funding levels will be set by through the annual appropriations process.

Attachment 3:
Implementation of DWSRF-Related Amendments in the Bipartisan Infrastructure Law

On November 15, 2021, President Biden signed the Bipartisan Infrastructure Law (BIL) into law. Among its provisions are amendments to the Safe Drinking Water Act §1452 (42 U.S.C. 300j-12) that make changes to the base DWSRF program. This document summarizes the key changes and provides the relevant legislative text. These changes apply to all capitalization grants awarded after November 15, 2021.

Summary of Changes to Base DWSRF

- **Reauthorization of DWSRF:** The BIL reauthorized the DWSRF from federal fiscal years 2022 through 2026. The funding levels will be set through the annual appropriations process. Authorized levels are provided in the table below.

FY22	FY23	FY24	FY25	FY26
$2.4B	$2.75B	$3.0B	$3.25B	$3.25B

- **Additional Authorization:** The BIL authorizes additional appropriations of $1,126,000,000 for each fiscal year 2022 through 2026 for the DWSRF. The funding levels will be set through the annual appropriations process.

- **Assistance for Disadvantaged Communities:** The BIL amended requirements related to additional subsidy assistance for disadvantaged communities. States are required to use at least 12% (an increase from 6%), but no more than 35%, of the capitalization grant amount for additional subsidy for state-defined Disadvantaged Communities. The BIL also expands the eligible uses of additional subsidy to include:
    - grants;
    - buying, refinancing, or restructuring debt; and
    - other loan forgiveness.

- **Technical Assistance Set-Aside:** The EPA Administrator is authorized to take a portion of DWSRF appropriations for the small system technical assistance national set-aside. The authorized set side is up to 2% and is taken prior to the calculation of the state allotments. This authorization lasts through federal fiscal year 2026. This authorization has existed since the 1996 SDWA Amendments.

- **Analysis of Fund Distribution to Disadvantaged Communities:** The BIL directs EPA to conduct an analysis of fund distributions to small and disadvantaged communities by November 15, 2023. EPA Headquarters and Regions will work collaboratively with states in this analysis.

- **Build America, Buy America:** The BIL established the Build America, Buy America (BABA) Act domestic sourcing requirements for federal financial assistance programs for infrastructure, including the SRF programs. EPA water infrastructure programs must comply with the BABA provision. EPA will be issuing BABA guidance for all water infrastructure programs upon publication of Office of Management and Budget agency-wide guidance.

- **American Iron and Steel (AIS):** AIS is now permanent for all DWSRF-funded projects.

Amended Legislative Text and Explanation

Text in *italics* is new and text in ~~strikethrough~~ was deleted.

BIL §50102(a): American Iron and Steel Requirement

As amended, the SDWA §1452(a)(4)(A) now states:

(4) American iron and steel products

(A) In general

~~During fiscal years 2019 through 2023, funds~~ *Funds* made available from a State loan fund established pursuant to this section may not be used for a project for the construction, alteration, or repair of a public water system unless all of the iron and steel products used in the project are produced in the United States.

***Explanation*:** This section makes the American Iron and Steel (AIS) provision permanent for DWSRF-funded projects.

BIL §50102(a): Authorization of Appropriations

As amended, the SDWA §1452(m) now states:

(m) Authorization of appropriations

(1) There are authorized to be appropriated to carry out the purposes of this section, except for subsections (a)(2)(G) and (t)-

(A) $1,174,000,000 for fiscal year 2019;
(B) $1,300,000,000 for fiscal year 2020; ~~and~~
(C) $1,950,000,000 for fiscal year 2021~~.~~*; and*
(D) $2,400,000,000 for fiscal year 2022;
(E) $2,750,000,000 for fiscal year 2023;
(F) $3,000,000,000 for fiscal year 2024; and
(G) $3,250,000,000 for each of fiscal years 2025 and 2026.

(2) To the extent amounts authorized to be appropriated under this subsection in any fiscal year are not appropriated in that fiscal year, such amounts are authorized to be appropriated in a subsequent fiscal year. Such sums shall remain available until expended.

***Explanation*:** This section reauthorizes the DWSRF from federal fiscal years 2022 through 2026. The funding levels will be set through the annual appropriations process.

BIL §50102(a): Authorization of Small System Technical Assistance Set-aside

As amended, the SDWA §1452(q) now states:

(q) Small system technical assistance

The Administrator may reserve up to 2 percent of the total funds made available to carry out this section for each of fiscal years ~~2016 through 2021~~ *2022 through 2026* to carry out the provisions of section 300j–1(e) of this title (relating to technical assistance for small systems), except that the total amount of funds made available for such purpose in any fiscal year through

appropriations (as authorized by section 300j–1(e) of this title) and reservations made pursuant to this subsection shall not exceed the amount authorized by section 300j–1(e) of this title.

***Explanation*:** This section reauthorizes the EPA Administrator to take up to 2% of the Congressional DWSRF appropriation, prior to the calculation of the state allotments, for the small system technical assistance national set-aside. This authorization lasts through federal fiscal year 2026. This authorization has existed since the 1996 SDWA Amendments.

BIL §50102(b): Assistance for Disadvantaged Communities

As amended, the SDWA §1452(d) now states:

(d) Assistance for disadvantaged communities

(1) Loan subsidy

~~Notwithstanding any~~ *(A) IN GENERAL.—Notwithstanding any* other provision of this section, in any case in which the State makes a loan pursuant to subsection (a)(2) to a disadvantaged community or to a community that the State expects to become a disadvantaged community as the result of a proposed project, the State may provide additional subsidization (including forgiveness of principal~~)~~*, grants, negative interest loans, other loan forgiveness, and through buying, refinancing, or restructuring debt)*.

(B) EXCLUSION.—A loan from a State loan fund with an interest rate equal to or greater than 0 percent shall not be considered additional subsidization for purposes of this subsection.

(2) Total amount of subsidies

For each fiscal year, of the amount of the capitalization grant received by the State for the year, the total amount of loan subsidies made by a State pursuant to paragraph (1)-

(A) may not exceed 35 percent; and

(B) ~~to the extent that there are sufficient applications for loans to communities described in paragraph (1), may not be less than 6 percent.~~

(B) to the extent that there are sufficient applications for loans to communities described in paragraph (1), may not be less than 12 percent.

(3) "Disadvantaged community" defined

In this subsection, the term "disadvantaged community" means the service area of a public water system that meets affordability criteria established after public review and comment by the State in which the public water system is located. The Administrator may publish information to assist States in establishing affordability criteria.

***Explanation*:** This section requires states to use at least 12%, but no more than 35%, of the capitalization grant amount for additional subsidy for state-defined Disadvantaged Communities. Before BIL, the floor was 6%. This requirement pertains to capitalization grants awarded by EPA to states after November 15, 2021. For most states, this is the Federal Fiscal Year 2022 capitalization grant. Note that the Disadvantaged Community Additional Subsidy authority is distinct from the additional subsidy authority Congress provided under recent appropriations acts.

States must continue to implement a Disadvantaged Community Program and solicit applications from water systems. EPA encourages states to maximize the use of this authority to help address affordability of drinking water in disadvantaged communities.

This section also expands the eligible types of Disadvantaged Community Additional Subsidy that states may offer to assistance recipients. Prior to the passage of BIL, SDWA authorized additional subsidies exclusively in the form of a *loan* (e.g., loans which include principal forgiveness and/or a negative interest rate).

States may now offer additional subsidization under this authority to assistance recipients in the form of grants. States should be aware that "grant" recipients are legally considered "subrecipients" for the purposes of OMB's grant regulations at 2 CFR Part 200 *et. seq.* In other words, assistance recipients receiving additional subsidy in the form of a grant are subject to additional cross-cutting federal requirements not applicable to those receiving other forms of additional subsidy, including a *loan* with principal forgiveness or a negative interest rate. EPA's subaward policy establishes the requirements and procedures for Grants Management Offices and Program Offices in making determinations regarding subrecipient eligibility, overseeing pass-through entity monitoring and management of subawards, and authorizing fixed amount subawards under 2 CFR 200.331, 200.332, and 200.333 ("the applicable regulations").

BIL also adds "other loan forgiveness" and "buying, refinancing, or restructuring of debt" as additional subsidization options for states to consider offering to assistance recipients. States may only purchase, refinance, or restructure debt and provide "other loan forgiveness" for projects that were DWSRF-eligible and met DWSRF requirements. It is not necessary for the debt to have originated with the state's DWSRF program. Like all DWSRF projects, these assistance agreements must be scored and ranked amongst all other projects and have met all DWSRF requirements.

BIL codifies that a loan with a 0% or higher interest rate is not considered to be additional subsidy. In other words, the monetary savings to an assistance recipient for a loan with, for example, a 2% interest rate versus a 4% interest rate is not considered additional subsidization. This affirms what is written in the current DWSRF regulations.[41]

As a reminder, fees included as principal in a loan cannot be assessed on a disadvantaged community receiving additional subsidy under the Disadvantaged Community Additional Subsidy authority.[42]

EPA Regions must verify whether a state satisfies the mandate to use between 12% and 35% of the capitalization grant amount for the Disadvantaged Community Additional Subsidy at the time of grant application and during reviews.

Other BIL Sections Involving the DWSRF

BIL §50216: Small and Disadvantaged Community Analysis

This section is part of BIL and relates to the DWSRF but is not a new section of SDWA.

(a) ANALYSIS.—*Not later than 2 years after the date of enactment of this Act, using environmental justice data of the Environmental Protection Agency, including data from the environmental justice mapping and screening tool of the Environmental Protection Agency, the Administrator shall carry out an analysis under which the Administrator shall assess the programs under title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) and section 1452 of the Safe Drinking Water Act (42*

[41] 40 CFR §35.3525(b)
[42] 40 CFR §35.3530(b)(3)

U.S.C. 300j–12) to identify historical distributions of funds to small and disadvantaged communities and new opportunities and methods to improve on the distribution of funds under those programs to low income communities, rural communities, minority communities, and communities of indigenous peoples, in accordance with Executive Order 12898 (42 U.S.C. 4321 note; 60 Fed. Reg. 6381; relating to Federal actions to address environmental justice in minority populations and low-income populations).
(b) REQUIREMENT.—*The analysis under subsection (a) shall include an analysis, to the extent practicable, of communities in the United States that do not have access to drinking water or wastewater services.*
(c) REPORT.—*On completion of the analysis under subsection (a), the Administrator shall submit to the Committee on Environment and Public Works of the Senate and the Committees on Energy and Commerce and Transportation and Infrastructure of the House of Representatives a report describing—*

(1) the results of the analysis; and

(2) the criteria the Administrator used in carrying out the analysis.

***Explanation*:** This section directs EPA to conduct an analysis of fund distributions to small and disadvantaged communities by November 15, 2023.

EPA General Provisions Section 614: DWSRF Additional Authorization

This section is part of the EPA General Provisions in BIL:
SEC. 614. (a) DRINKING WATER.—*There is authorized to be appropriated to carry out the purposes of section 1452 of the Safe Drinking Water Act (42 U.S.C.300j–12), in addition to amounts otherwise authorized to be appropriated for those purposes, an additional $1,126,000,000 for each of fiscal years 2022 through 2026.*

***Explanation*:** This section authorizes additional appropriations from federal fiscal years 2022 through 2026. The funding levels will be set through the annual appropriations process.

BIL §70901: Build America, Buy America Act

Title IX of BIL creates the Build America, Buy America (BABA) Act domestic sourcing requirements for Federal financial assistance programs for infrastructure, including the SRF programs. See Title IX language beginning on page 866 of the BIL. For more specific information on BABA implementation, please refer to the upcoming Office of Management and Budget's Build America, Buy America Act Implementation Guidance. EPA will issue a separate memorandum for BABA after OMB publishes its guidance.

Fort Bragg WTP Rehabilitation Project

California

Engineer
HDR

Representative
Dwight Craig
MISCOwater
Pleasanton, California
(925) 225-1900
dcraig@miscowater.com

Contact
Matt Swaney
mswaney@westech-inc.com

Miles Snyder
msnyder@westech-inc.com

WESTECH®

Proposal Number: 1630021
Friday, January 12, 2024

Table of Contents

Technical Proposal

Item A – Two (2) Lots of Rehab/Upgrade Components for Existing Trident Units

Clarifications and Exceptions

Commercial Proposal

Bidder's Contact Information
Pricing
Payment Terms
Schedule
Freight

Warranty

Terms & Conditions

Technical Proposal

The following rehab/upgrade components are being proposed for the existing Trident units at Fort Bragg, CA. The existing design criteria is based on available project information, the current configuration of the units is as follows:

Existing Design Configuration	
Installation Year	1986 (Project No. 506148)
Model	TR-420 “S”
Number of Units	2
Tank Material	Carbon Steel
Tank Dimension	27’-3” L x 9’-10 5/8” W x 10’-1” H
Adsorption Clarifier® Area	77.1 ft^2 per unit
AC Media	4 ft, Buoyant Media
Filter Area	154 ft^2 per unit
Filter Underdrain	Header-Lateral Distribution
Filter Media	Mixed Media with Gravel Support
Backwash Method	Water Only – Surface Wash
Valves	Pneumatic Actuators
Influent Flow Control	Flow Meter and Modulating Influent Valve
Effluent Flow Control	Ultrasonic Filter Level
Blower	Regenerative, 300 scfm capacity, 15 HP

Reference Engineer's Specification
Section: 46 07 13 Filter Treatment Units Retrofit
Addendum: None

Item A – Two (2) Lots of Rehab/Upgrade Components for Existing Trident Units

Adsorption Clarifier Scope of Supply

Feature	Quantity	Notes
Adsorption Clarifier Media	308.4 ft^3/unit	Media depth is 4 ft. Adsorption Clarifier media is 50/50 R&S & NSF Std. 61 approved.
Clarifier Media Retention	77.1 ft^2/unit	Stainless steel screen mesh under aluminum grating
Inlet Distribution	1 Lot/unit	PVC header-lateral pipe system with supports
Air Distribution	1 Lot/unit	PVC header-lateral pipe system with supports
Air Tank Connection	1/unit	4 in tank connection with flanged ends

Note

- Components unless otherwise noted are shipped loose for installation by others.
- Air tank connection requires field welding by installing contractor.

Filter Scope of Supply

Feature	Quantity	Notes
MULTIBLOCK® Underdrain	154 ft^2/unit	Dual lateral blocks, 11 in wide x 12 in high x 36 in long designed to interlock with each other to form the overall lateral length. The underdrain system shall include a factory installed media-retaining Laser Shield™ plate constructed of 304 stainless steel.
Air/Water Distribution	1 Lot/unit	304 stainless steel plenum with air and water connections
Effluent/Backwash Supply Pipe	1/unit	304 stainless steel construction, connecting the internal underdrain plenum to the tank wall.
Air Supply Pipe	1/unit	304 stainless steel construction, connecting the internal underdrain plenum to the tank wall.
Tank Stiffeners	1 Lot/unit	External vertical and horizontal stiffeners shipped as bare carbon steel bar stock for field cutting and welding into place by installing contractor.
Air Tank Connection	1/unit	6 in tank connection with flanged ends, requires field welding by installing contractor.

Note

- Concrete fill of 6.9 yd^3/unit is required to be placed in the bottom of filter section for support of MULTIBLOCK laterals. Concrete fill and grout *not* by WesTech.
- Underdrain plenums, tank stiffeners and air tank connections requires field welding by installing contractor.
- All required hardware is supplied by WesTech for assembly of the tank internals at the jobsite by the contractor.
- Components unless otherwise noted are shipped loose for installation by others.

Filter Media Scope of Supply

Type	Quantity	Depth	Effective Size	U.C.	Packaging
Anthracite	468 ft^3	18 in	1.0-1.1 mm	≤1.7	Bagged and palletized
Silica Sand	244 ft^3	9 in	0.35-0.45 mm	≤1.4	Bagged and palletized
Garnet	82 ft^3	3 in	0.2-0.32 mm	≤1.7	Bagged and palletized

Note

- Media quantities shown above is the total quantity needed for installation in both units and includes sufficient volume for skimming.
- Media is shipped loose for installation by others.

Trident Control Panel Components Scope of Supply

Feature	Description	Notes
Control Panel Door	NEMA 12	Coated Steel
Sub-Panel	NEMA 12	Coated Steel
PLC	Allen Bradley CompactLogix	Included
RTB	Allen Bradley	1756 model
I/O Cards	Allen Bradley – Analog and Discrete	1756 model input and output cards
I/O Rack	Allen Bradley	1756 model
Communication Module	Allen Bradley	Communication protocol via Ethernet/IP
Memory Card	Allen Bradley	
Power Supply	Allen Bradley	
Selector Switches		Valves, Blowers, Pumps
Potentiometers & Relays		For modulating valve controls
Air Conditioner		Includers exhaust fan and thermostat
Programming		Programming modifications

Note

- Filter control panel components are shipped loose for field installation into existing panel by others.
- Field terminations within the Trident control panel are to be performed by others.

Raw Water Transfer Pump Panel Scope of Supply

Feature	Description	Notes
Enclosure	NEMA 12 – Coated Steel	Wall Mounted
Pump VFD	Allen Bradley	Included
Selector Switches		Valve and Pump
Terminal Strips		Included as Needed
Circuit Breaker		External Handle on Enclosure

Note

- Raw water transfer pump panel is shipped loose for field installation by others.
- Field terminations within the panel are to be performed by others.

Valves Scope of Supply

Item	Quantity	Size	Type	Operator Type
Effluent (LCV101, LCV201)	2	8 in	Butterfly	Electro-pneumatic – Modulating
Filter to Waste (LCV108, LCV208)	2	8 in	Butterfly	Electro-pneumatic – Modulating
AC Air Scour (V103, V203)	2	4 in	Butterfly	Pneumatic – Open/Close
Filter Air Scour (V105, V205)	2	6 in	Butterfly	Pneumatic – Open/Close
Backwash Inlet (V102, V202)	2	12 in	Butterfly	Pneumatic – Open/Close
Backwash High Rate (V009)	1	12 in	Butterfly	Pneumatic – Open/Close
Backwash Low-Rate Set	1	4 in	Butterfly	Manual – Handwheel
Backwash High-Rate Set	1	12 in	Butterfly	Manual – Handwheel
AC Air Check	2	4 in	Check	None
Filter Air Check	2	6 in	Check	None

Note

- All butterfly valves are Bray wafer style with cast iron body, nylon coated disc, EPDM seat and shaft seal.
- Automatic butterfly valves have Bray pneumatic cylinder actuators with solenoids locally mounted.
- Valves are shipped loose for installation by others.

Instrumentation Scope of Supply

Description	Quantity	Type	Signal	Notes
Treated Water Meter (FE/FIT-602)	1	Magnetic Flow	4–20 mA	Endress+Hauser
Backwash Supply Meter (FE/FIT-402)	1	Magnetic Flow	4–20 mA	Endress+Hauser
Treated Water Meter (FE/FIT-603)	1	Propeller Meter	4–20 mA	McCrometer
Backwash Control Level Switches (LSL 101, 201 & LSH 101, 201)	4	Float	On/Off	One low and one high
Clarifier Pressure Switch Assembly (PSH 104, 204)	2	2 ½ in, 0–5 psi with two pressure switches per assembly	Discrete	Ashcroft
Air Scour Blower Pressure Switch (PSH 001)	1	4 ½ in, 0–10 psi	Discrete	Ashcroft

Note

- Components are shipped loose for installation by others.
- Electrical wiring, conduit, and connection of electrical wiring to terminals within the Trident control panel is not provided by WesTech and is to be furnished and installed by others.

Air Scour Blower Scope of Supply

Quantity	Volume	Pressure	Type	Motor
2	350 scfm (each)	4.1 psi	Regenerative	15 hp, 460 V, 60 Hz, 3 ph, TEFC
Features				
Two local control panels in NEMA 12 enclosure with VFD, disconnect switch, and circuit breaker				
Sound enclosure with cooling fans				
Air intake filter with dirty filter indicator				
Spring loaded pressure safety relief valve				
Check valve				
Pressure indicator				
Aluminum housing with common steel baseplate				

Note

- Blower manufactured by FPZ.
- Pressure gauge and switch to be placed in main air supply line for installation by others.
- Components are shipped loose for installation by others.
- Motor starters (if required), electrical wiring, conduit, and connection of electrical wiring to terminals within the Trident control panel is not provided by WesTech and is to be furnished and installed by others.

WesTech Trips to the Site

Trips	Days	Includes
8	24	Installation inspection of major Trident components, observation of filter media installation, startup, and instruction of plant personnel
1	5	On-site supervision for Unit #1 functional testing, 120 hour duration
1	2	On-site supervision for Unit #2 functional testing, 72 hour duration
2	6	Controls and SCADA integration and troubleshooting

Note: Any Item Not Listed Above to Be Furnished by Others.

Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/ agreements will be passed through to the purchaser at cost.

The Infrastructure Investment and Jobs Act of 2021 (IIJA) includes potentially significant changes to historical "Buy American" or "American Iron and Steel" (AIS) requirements for federally funded projects, including water-related infrastructure projects as administered by the Environmental Protection Agency (EPA). The IIJA was signed into law on Nov 15, 2021. However the EPA has yet to issue additional information and guidance clarifying the application and interpretation of these changes. Although WesTech makes every effort to source the steel for our equipment and products domestically, not everything is reasonably or commercially available to meet all project specific constraints. Consequently, any proposal or offer for sale by WesTech, including any resulting equipment order, does not guarantee compliance with the Buy American provisions of the Infrastructure Investment and Jobs Act of 2021 at this time.

Trident Clarifications

- The proposed components are for installation into two existing Trident TR-420 "S" units.
- All tank modifications, including sandblasting and painting, required to perform the proposed work on the Trident units is not by WesTech and to be completed by the installing contractor.
- The proposed field service installation supervision by WesTech is based on one Trident unit being rehabilitated at a time.

- WesTech will not be responsible for operating the plant at any time during start-up or the functional testing periods. During the functional testing period, a field service technician will be on-site during normal day hours and available via phone after normal day hours.
- The proposed Adsorption Clarifier air distribution assembly will require a new tank connection for the air supply be installed into the tank wall. This may require the removal of the existing external plenum box.
- The MULTIBLOCK underdrain allows for air scour as part of the filter backwash process. Therefore, the existing surface wash assemblies are not required and should be removed.
- For the control panel components, the existing control panel enclosure will be reused. The internal components will be upgraded and a new door installed to incorporate the manual control switches. The existing OIT/HMI will be reused and installed into the new door.
- The top of the filter media bed shall consist of material at a maximum of 1.1 mm particle size, not 1.2 mm as specified.
- A 50 percent duty cycle is recommended for the compressed air system.
- Availability of equipment components specified may dictate substitutions of equal quality at the discretion of WesTech.
- All hardware is crated and shipped to the jobsite for assembly by the contractor.

Items Not Furnished by WesTech

- Unloading of equipment from delivering carrier, protected storage of equipment, installation, supervision of installation.
- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves (not specifically listed), pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters (not specifically listed).
- Interconnection wiring and conduit.
- Walkways, handrails, stairways and ladders.
- Finish paint and intermediate field coats, cathodic protection systems.
- All chemical feeders (not specifically listed), feed lines, chemicals, tanks (not specifically listed), labor and procedures for the disinfection of equipment, laboratory test equipment.
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors, concrete, grout, sealant, sumps and concrete fill for filter underdrains.
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment (not specifically listed), supports for controls.
- SCADA System
- All pumps (not specifically listed), air compressors, dryers, operating and start-up lubricants.
- Any equipment or service not listed in this proposal.

Exceptions

WesTech is taking exception to Section 40 05 51 – Valve Basic Requirements. This section states valve actuators shall be electric. WesTech is providing pneumatic actuators as previously proposed and agreed upon for supply of replacing the existing Trident function valves listed in this proposal.

WesTech is taking exception to Section 40 05 64 – Butterfly Valves. WesTech is providing Bray wafer butterfly valves as previously proposed and agreed upon for supply of replacing the existing Trident function valves listed in this proposal.

Commercial Proposal

Proposal Name: Fort Bragg WTP Rehabilitation Project
Proposal Number: 1630021
Friday, January 12, 2024

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Matt Swaney
Phone	(801) 265-1000
Email	mswaney@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	Two (2) Lots of Rehab/Upgrade Components for Existing Trident Units	$895,500.00
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 60 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	$1,350

Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
Submittals Provided by WesTech	15%
Release for Fabrication	35%
Notification of Ready to Ship	40%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	10 to 12 weeks
Ready to Ship, after Receipt of Final Submittal Approval	22 to 24 weeks
Estimated Weeks to Ready to Ship	**32 to 36 weeks***

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	**Final Destination**	**Number of Trucks or Containers**
WesTech Shops	Fort Bragg, CA	TBD

Two Year Warranty

WesTech is meeting a global need for clean water through technology treatment solutions. We are proud that the equipment and systems we design, build, maintain, and operate are making the world a better place and creating a more sustainable environment for future generations.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, two (2) calendar years immediately following start-up, or thirty (30) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
c) has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
d) has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

7. ESCALATION: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited

to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WesTech Engineering LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of $100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

_____

_____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Water Treatment Plant Rehabilitation
City Project No. WTR-00017
January 22, 2024

DESIGNER

HDR Engineering, Inc.
2365 Iron Point Road, Suite 300
Folsom, CA 95630
(916) 817-4700
(916) 817-4747 (Fax)

OWNER

City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

01/22/2024

GENERAL

Scope

A. This Addendum forms a part of the Bidding and Contract Documents and provides clarification on the Project Specifications described below.

B. This Addendum consists of 2 pages.

Acknowledgment

A. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

CLARIFICATIONS

Section 00 73 73 – Funding-Financing Entity Requirements

Article 7 – Implementation of the Clean Water and Drinking Water State Resolving Fund Provisions of the Bipartisan Infrastructure Law.

CLARIFICATION

This project is exempt from Build America, Buy America (BABA) requirements but shall comply to American Iron and Steel (AIS) requirements.

End of Addendum

SECTION 00 41 13
BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Fort Bragg

416 Franklin Street

Fort Bragg, California 95437

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

1. Lump Sum Price (Single Lump Sum)

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	Mobilization and Demobilization	LS	1	1,393,200.00	$1,393,300.00
2.	Sheeting, shoring, and bracing or equivalent methods conforming to applicable safety requirements	LS	1	5,000.00	$ 5,000.00
3.	Demolition	LS	1	490,000.00	$490,000.00
4.	Overall AC paving	SF	24,000	18.00	$432,000.00
5.	16" FW pipeline	LF	690	823.00	$567,870.00
6.	Magnetic Meters	EA	2	40,000.00	$ 80,000.00
7.	Piping modifications at existing Finish Water Storage Tank 2	LS	1	147,000.00	$ 147,000.00
8.	4" Sanitary sewer pipeline including cleanout	LF	85	224.00	$ 19,040.00
9.	18" PVC basin transfer pipe	LF	10	22,300.00	$223,000.00
10.	6" Raw Water (RW) pipeline	LF	450	310.00	$139,500.00
11.	4" RW pipeline	LF	170	480.00	$ 81,600.00
12.	3" Drain bypass	LF	30	830.00	$24,900.00
13.	10" RW Piping modifications	LF	120	1,000.00	$120,000.00
14.	18" Butterfly Valve	EA	1	70,000.00	$70,000.00
15.	Finish water storage tank no. 2 rehabilitation	LS	1	1,319,600.00	$ 1,319,600.00
16.	Improvements at raw water storage ponds	EA	2	430,000.00	$860,000.00
17.	Improvements at backwash clarification ponds	EA	2	323,500.00	$647,000.00
18.	Building improvements at the Water Treatment building	LS	1	398,000.00	$398,000.00
19.	Building improvements at the Control Building	LS	1	419,000.00	$ 419,000.00
20.	Rehabilitation of Filter Treatment Units no. 1 and no. 2	EA	2	647,000.00	$ 1,294,000.00
21.	Process and mechanical work in Water Treatment Building and Control building other than filter rehabilitation	LS	1	1,374,570.00	$ 1,374,570.00
22.	Electrical, instrumentation and controls	LS	1	445,000.00	$445,000.00
Total of All Unit Price Bid Items					$10,550,380

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Description of Bid items*

Refer below for a description of different bid items:

BID ITEM NO. 1

Bid item no. 1 includes preparatory work to start and finish the project including any overhead costs necessary to start and finish the project. This bid item includes, but is not limited to, costs related to mobilization and demobilization of equipment and personnel, site restoration to it original condition and implementation of safety protocol.

BID ITEM NO. 2

Bid item no. 2 includes but is not limited to safety measures and techniques, in accordance with Labor Code Section 6705, including shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches five feet or more in depth. This bid item also includes, if necessary, costs for the preparation of shoring system plan by a registered engineer.

BID ITEM NO. 3

Bid item no. 3 includes but is not limited to work shown on X-drawings. This work also includes: site assessment, disconnecting utilities; structural, electrical, and process-mechanical demolition and removal, and site cleanup. This bid item includes temporary facilities required to facilitate work.

BID ITEM NO.4

Bid item no. 4 includes but is not limited to site preparations, subbase preparations, base course installation, asphalt concrete preparation and placement, compaction, finishing and curing. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 5

Bid item no. 5 includes but is not limited to the 16" FW pipeline installation and the related appurtenances like reducers, and valves. This bid item includes trench excavation and backfill for this piping. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM No. 6

Bid item no. 6 includes but is not limited to the two magnetic flow meters and related valve vaults for the 16" FW pipeline. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 7

Bid item no. 7 includes but is not limited to the pipeline modifications at the existing 1.5-million-gallon Finish Water Storage Tank No. 2 inlet and outlet and related mechanical restraints, valves, pipe supports and other appurtenances. This bid item also includes the coating of the pipe and all the related

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

appurtenances. Excavation and backfill related to this piping is included in this bid item. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 8

Bid item no. 8 includes but is not limited to the 4" Sanitary Sewer pipeline and the associated cleanout shown on sheet C08. Trench excavation and backfill is included in this bid item. All AC paving is included in bid item 4.

BID ITEM NO. 9

Bid item no. 9 includes but is not limited to the 18" PVC water transfer pipe located in the embankment between raw water storage pond no. 1 and no. 2. This bid item includes relocation of existing 18" gate valve into the roadway. Trench excavation and backfill is included in this bid item. All AC paving is included in bid item 4. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 10

Bid item no. 10 includes but is not limited to the 6" RW pipeline and related valves. Trench excavation and backfill is included in this bid item. All AC paving is included in bid item 4. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 11

Bid item no. 11 includes but is not limited to the 4" RW pipeline, 10" RW piping connected to RW Pond No. 1 and the related mechanical coupling. Trench excavation and backfill is included in this bid item. All AC paving is included in bid item 4. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 12

Bid item no. 12 includes but is not limited to the 3" bypass connected to the existing 3" clarified backwash return pump station discharge and isolation gate valves with valve boxes. Trench excavation and backfill is included in this bid item. All AC paving is included in bid item 4. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 13

Bid item no. 13 includes but is not limited to the 10" RW pipeline modifications on Noyo River supply line to the RW storage ponds and the related valves and other appurtenances, as shown on sheet C12. Trench excavation and backfill is included in this bid item. All AC paving is included in bid item 4. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 14

Bid item no. 14 includes but is not limited to the 18" butterfly valve and the valve vault located on the existing RW pipeline connecting RW Pond No. 1 to the raw water clearwell. Trench excavation and backfill is included in this bid item. All AC paving is included in bid item 4. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 15

Bid item no. 15 includes but is not limited to the removal of existing coating and recoating the entire interior and exterior surface of the Finish Water Storage Tank No. 2. This bid item also includes the demolition of the existing piping as necessary to accommodate construction. This bid item also includes

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

water leakage testing, disinfection of the tank and any other work necessary to rehabilitate the tank and to make it operational after the improvements. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 16

Bid item no. 16 includes but is not limited to excavation, regrading, surface preparation, installation of liner, anchor trench and safety ladders, outlet pipe collar modifications and demolition of existing structures as necessary to accommodate construction at the two raw water storage ponds. This bid item also includes water leakage testing, disinfection of the ponds and any others work necessary to accomplish the improvements and to make the ponds operational after the improvements. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 17

Bid item no. 17 includes but is not limited to excavation, subgrade preparation, and installation of thickened footing, reinforcement, and concrete liner at the two backwash clarification ponds. This bid item also includes any other work necessary to accomplish the improvements and to make the ponds operational after the improvements. This bid item also includes removal of the backwash sludge shown on sheet X01. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 18

Bid item no. 18 includes but is not limited to replacement of roof panels and exhaust fan, retrofitting of the double-door, relocation, and renovation of the laboratory and office at the Water Treatment Building. This bid item also includes any necessary modifications to the existing, structural, plumbing, or electrical items to facilitate the building improvements. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 19

Bid item no. 19 includes but is not limited to installation of structure, doors, plank grating, structural supports, platform, stairs, railing, exhaust fan, electrical panels, metal sidings, footing and foundation for the Control Building. This bid item also includes any necessary modifications to the existing structural, plumbing, or electrical items to facilitate the building improvements. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 20

Bid item no. 20 includes but is not limited to removal and disposal of existing filter media, gasket material, filter header pipe, surface wash piping, valving and other related material required to rehabilitate both the filter treatment units inside the Water Treatment Building. This bid item also includes but is not limited to the recoating of interior and exterior of the filter treatment units, procurement and installation of piping modifications, gaskets, media retaining screens, blowers, valves, and other pipeline appurtenances to be supplied by the filter treatment unit manufacturer. This bid item shall include any testing required to re-commissioning this equipment. This bid item shall also account for all work shown on the R-drawings. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 21

Bid item no. 21 includes but is not limited to the process and mechanical work, including procurement, installation, and testing in the Water Treatment Building and Control Building not covered under bid item 20. This bid item includes the new raw transfer water pump and retrofit of the two raw water

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

pumps and two finish water vertical turbine pumps. This bid item also includes any temporary controls and accommodations to facilitate work.

BID ITEM NO. 22

Bid item no. 22 includes but is not limited to the procurement, installation, and testing of electrical instruments, control systems, cables, and conduits along with setting up various logic control panels, outlets and related outlet boxes, harmonic filters, and other electrical, instrumentation and controls equipment. This bid item also includes any temporary controls and accommodations to facilitate work.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	01/10/2024
2	01/19/2024
3	01/22/2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 7—ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. Contractor Qualification Statement and references;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.;

F. Non-Collusion Affidavit;

G. Manufacturer's Certification Letter of Compliance with American Iron and Steel Requirements for all equals and substitutes approved by Addenda (if applicable)'

H. Disadvantaged Business Enterprise requirements completed, SWRCB form 4500-3 and 4500-4;

I. Contractor DIR Registration Number.

BIDDER hereby submits this Bid as set forth above:

Bidder: Wahlund Construction, Inc.
(typed or printed name of organization)

By:
(individual's signature)

Name: Ryan Wahlund
(typed or printed)

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Title: V.P. of Operations
(typed or printed)

Date: 01/23/2024
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Jessica Wahlund
(individual's signature)

Name: Jessica Wahlund
(typed or printed)

Title: Administrative Assistant
(typed or printed)

Date: 01/23/2024
(typed or printed)

Bidder's Address for giving notices:
PO Box 6486
Eureka, CA

Bidder's Contact Person:

Name: Ryan Wahlund
(typed or printed)

Title: V.P. of Operations
(typed or printed)

Phone: (707) 268-0150

Email: ryan@wahlcon.com

Address:
PO Box 6486
Eureka, CA 95502

Bidder's Contractor License No.: 678993

Employer's Tax ID No.: 68-0388471

Contractor DIR Registration No.: 1000006404

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

RESOLUTIONS BY UNANIMOUS CONSENT OF DIRECTORS OF WAHLUND CONSTRUCTION, INC., A CALIFORNIA CORPORATION AUTHORIZING RYAN WAHLUND TO ENTER INTO ORDINARY CONTRACTS ON BEHALF OF CORPORATION

The undersigned, all of the directors of Wahlund Construction, Inc., a California corporation, do, by this writing, consent to the following actions and adopt the following resolutions:

RESOLVED that Ryan Wahlund, the Vice-President of this corporation, is authorized from this date to enter into all ordinary contracts or execute any instrument in the name and on behalf of the corporation and to sign the name of the corporation to all such contracts.

This consent is executed in accordance with section 307 of the California Corporations Code and the bylaws of this corporation which authorize the taking of action by the board of directors by unanimous written consent without a meeting. This consent shall be filed with the secretary of the corporation.

Dated this twenty second (22nd) day of July, 2020.

Kenneth Wahlund, Director

Kelly Wahlund, Director

Ryan Wahlund, Director

SECTION 00 43 13
BID BOND (PENAL SUM FORM)

Bidder Name: [Wahlund Construction, Inc.] Address *(principal place of business)*: [Address of Bidder's principal place of business] P.O. Box 6486, Eureka, Ca. 95502-6486	**Surety** Name: [Travelers Casualty and Surety Company of America] Address *(principal place of business)*: [Address of Surety's principal place of business] One Tower Square, Hartford, CT. 06183
Owner Name: [City of Fort Bragg] Address *(principal place of business)*: [Address of Owner's principal place of business] 416 North Franklin Street, Fort Bragg, Ca. 95437	**Bid** Project *(name and location)*: [Water Treatment Plant Rehabilitation] [Owner project/contract name, and location of the project] Bid Due Date: January 23rd, 2024
Bond Penal Sum: [10% Ten percent of the amount of the bid] Date of Bond: January 16th, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Wahlund Construction, Inc. *(Full formal name of Bidder)* By: Ryan Wahlund *(Signature)* Name: Ryan Wahlund *(Printed or typed)* Title: VP of Operations Attest: Amanda Thomas *(Signature)* Name: Amanda Thomas *(Printed or typed)* Title: Accountant	Surety Travelers Casualty and Surety Company of America *(Full formal name of Surety) (corporate seal)* By: *(Signature) (Attach Power of Attorney)* Name: Manuel B. Mello *(Printed or typed)* Title: Attorney In Fact Attest: Natalie Cady *(Signature)* Name: Natalie Cady *(Printed or typed)* Title: Commercial Lines Assistant
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Humboldt)

On Jan. 16th, 2024 before me, Danika L. Mott, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Manuel B. Mello,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DANIKA L. MOTT
Notary Public - California
Humboldt County
Commission # 2429963
My Comm. Expires Dec 10, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Manuel B Mello** of **SANTA ROSA** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **January** , **2024** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 43 36
LIST OF SUBCONTRACTORS

Note: In accordance with Supplementary Condition SC-7.07.A- the Contractor shall not award work valued at more than 50 percent (50%) of the Contract Price to Subcontractors without prior written approval of the Owner.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Location of Business	DIR Registration Number
trucking/hauling	1.72	Gregg Simpson Trucking 250 Lake Mendocino Dr. Ukiah, CA 95482	1000001303
Concrete/Flatwork	12.97	A to Z Construction PO Box 375 Calpella, CA 95418	1000016579
Building Carpentry	3.7	True North Constructors Inc. 6240 Parallel Road Anderson, CA 96007	1000039874
Misc. Metals	1.18	O&M Industries 5901 Ericson Way Arcata, CA 95521	1000000183
Pond Liners	1.55	Conterra Inc. 10201 Buena Vista Ave Santee, CA 92071	1000057164
Water Tank Rehabilitation	8.13	Resource Development Company 1050 Linda Way Sparks, NV	1000064750
Fans, Louvers, Vents	0.30	James Long Construction Services Inc 8560 Younger Creek Dr. Sacramento, CA 95828	1000000065
Retrofit Pumps	2.25	Pumpmax Norcal 4060 South Moreland Ave Santa Rosa Ca. 95407	1000054366

(Add additional sheets if necessary)

BIDDER: Wahlund Construction, Inc.

Date: 01/23/2024

This page is intentionally blank.

SECTION 00 45 13

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Wahlund Construction, Inc.		
Corporate Office			
Name:	Kenneth M. Wahlund	Phone number:	(707) 268-0150
Title:	President	Email address:	ken@wahlcon.com
Business address of corporate office:	~~830 Hilma Dr.~~ RW 690 Indianola Rd. Eureka, CA 95503		
Local Office			
Name:	Ryan Wahlund	Phone number:	(707) 268-0150
Title:	V.P. of Operations	Email address:	ryan@wahlcon.com
Business address of local office:	690 Indianola Rd. Eureka, CA 95503		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. n/a		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	12/01/1989	State in which Business was formed:	CA
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	n/a	Affiliation:	
Address:			
Name of business:		Affiliation:	

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Kenneth M. Wahlund	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$100,000,000.00
Name:	Kelly A. Wahlund	Title:	Secretary / Treasurer
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$100,000,000.00
Name:	Ryan Wahlund	Title:	V.P. of Operations
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$100,000,000.00
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	California Contractors License		
Licensing Agency:	Contractors State License Board		
License No:	678993	Expiration Date:	09/30/2024
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☒ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	George Walker (Safety By George)	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Retired OSHA Officer	OSHA	45 years experience

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Wahlund Construction, Inc.	0.86	0	80,816	0.90	2.27	88,011	0.72	7.23	83,016
A to Z Construction	1.62	0	51,015	1.45	0	56,947	1.19	2.91	68,751

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Morgan Stanley	
Business address:	2421 Buhne St. Eureka, CA 95501	
Date of Business's most recent financial statement:	06/30/2023	☒ Attached
Date of Business's most recent audited financial statement:	12/31/2023	☒ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		2.81
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		2.54

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers Casualty and Surety Company of America		
Surety is a corporation organized and existing under the laws of the state of:	CT		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	One Tower Square Hartford, CT 06183		
Physical Address (principal place of business):	same as above		
Phone (main):	1(866) 336-2077	Phone (claims):	1(800)238-6225

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	George Peterson Insurance Agency, Inc
Insurance Provider	Type of Policy (Coverage Provided)
Starr Indemnity & Liability Co.	Commericial general, Auto, Workers Comp.
Admiral Insurance Company	Excess Liability
Westchester Surplus Lines Insurance Co.	Pollution Liability
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No
Mailing Address (principal place of business):	George Peterson Insurance Agency, Inc. PO Box 3539 Santa Rosa, CA 95402
Physical Address (principal place of business):	George Peterson Insurance Agency, Inc. 416 E St. Eureka, CA 95501

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Phone (main):	(707) 442-2971	Phone (claims):	same

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	42
Estimate of revenue for the current year:	$30,000,000 (Gross)
Estimate of revenue for the previous year:	$25,000,000 (Gross)

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 33				
As a general contractor:	33	As a joint venturer:	n/a	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Statement of Qualifications is offered by:

Business: Wahlund Construction, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Ryan Wahlund
(typed or printed)

Title: V.P. of Operations
(typed or printed)

Date: 01/23/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [signature]
(individual's signature)

Name: Jessica Wahlund
(typed or printed)

Title: Administrative Assistant
(typed or printed)

Address for giving notices:
PO Box 6486
Eureka, CA 95502

Designated Representative:

Name: Bret Rinehart
(typed or printed)

Title: Project Manager / Engineer
(typed or printed)

Address:
PO Box 6486
Eureka, CA 95502

Phone: (707) 498-3414
Email: bret@wahlcon.com

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

RESOLUTIONS BY UNANIMOUS CONSENT OF DIRECTORS OF WAHLUND CONSTRUCTION, INC., A CALIFORNIA CORPORATION AUTHORIZING RYAN WAHLUND TO ENTER INTO ORDINARY CONTRACTS ON BEHALF OF CORPORATION

The undersigned, all of the directors of Wahlund Construction, Inc., a California corporation, do, by this writing, consent to the following actions and adopt the following resolutions:

RESOLVED that Ryan Wahlund, the Vice-President of this corporation, is authorized from this date to enter into all ordinary contracts or execute any instrument in the name and on behalf of the corporation and to sign the name of the corporation to all such contracts.

This consent is executed in accordance with section 307 of the California Corporations Code and the bylaws of this corporation which authorize the taking of action by the board of directors by unanimous written consent without a meeting. This consent shall be filed with the secretary of the corporation.

Dated this twenty second (22nd) day of July, 2020.

Kenneth Wahlund, Director

Kelly Wahlund, Director

Ryan Wahlund, Director

WCIRB California
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

WAHLUND CONSTRUCTION, INC.
WAHLUND CONSTRUCTION INC
PO BOX 6486
EUREKA CA 95502

Bureau Number	3-60-04-02-R
Effective Date	**10/01/2023**
Issue Date	06/02/2023
Experience Modification	**86%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	91434882022
Issuing Office	PLEASANTON #1
Experience Period	01/01/2019 to 01/01/2022

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 905 Policy Period : 10/01/2021 to 10/01/2022						
5140	427,437	0.76	3,249	0.308	1,001	2,248
5190	65,238	1.50	979	0.346	339	640
5473	39,081	4.05	1,583	0.315	499	1,084
6218	208,893	1.99	4,157	0.322	1,339	2,818
6220	1,948,800	1.05	20,462	0.276	5,648	14,814
6307	45,854	2.74	1,256	0.335	421	835
6308	974,306	1.29	12,569	0.279	3,507	9,062
6315	18,057	1.66	300	0.330	99	201
6316	641,309	1.06	6,798	0.294	1,999	4,799
7219	24,438	3.60	880	0.328	289	591
8810	187,322	0.08	150	0.436	65	85
Totals	**4,580,735**		**52,383**		**15,206**	**37,177**
Insurer: 905 Policy Period : 10/01/2020 to 10/01/2021						
5140	122,933	0.76	934	0.308	288	646
5190	55,562	1.50	833	0.346	288	545
5473	26,271	4.05	1,064	0.315	335	729
6218	46,352	1.99	922	0.322	297	625
6220	648,482	1.05	6,809	0.276	1,879	4,930
6307	89,840	2.74	2,462	0.335	825	1,637
6308	1,794,955	1.29	23,155	0.279	6,460	16,695
6315	11,490	1.66	191	0.330	63	128
6316	617,167	1.06	6,542	0.294	1,923	4,619
8227	16,206	1.40	227	0.359	81	146
8810	175,901	0.08	141	0.436	61	80
Totals	**3,605,159**		**43,280**		**12,500**	**30,780**
Insurer: 905 Policy Period : 10/01/2019 to 10/01/2020						
5473	42,995	4.05	1,741	0.315	548	1,193
6218	30,010	1.99	597	0.322	192	405
6220	918,057	1.05	9,640	0.276	2,661	6,979
6307	100,853	2.74	2,763	0.335	926	1,837
6308	1,301,327	1.29	16,787	0.279	4,684	12,103
6315	26,710	1.66	443	0.330	146	297
6316	797,900	1.06	8,458	0.294	2,487	5,971
8810	135,349	0.08	108	0.436	47	61
Totals	**3,353,201**		**40,537**		**11,691**	**28,846**

Summary of Claims and Actual Losses **Primary Threshold: 21,000**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	**0**
06639408	04	Open	175,000	20,750
06662272	06	Closed	350	100
Totals	2		175,350	**20,850**
Totals	0		0	**0**

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California™
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

WAHLUND CONSTRUCTION, INC.
WAHLUND CONSTRUCTION INC
PO BOX 6486
EUREKA CA 95502

Bureau Number	3-60-04-02-R
Effective Date	**10/01/2023**
Issue Date	06/02/2023
Experience Modification	**86%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	91434882022
Issuing Office	PLEASANTON #1
Experience Period	01/01/2019 to 01/01/2022

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 136,200	39,397	B 96,803	2	175,350	A 20,850

[A 20,850 + B 96,803] / C 136,200 = 86% Experience Modification

(Actual Primary Losses + Expected Excess Losses) / Expected Losses

Loss-Free Rating: 71%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California
Objective. Trusted. Integral.

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3 -year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less $250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is $250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for $250 or less. When there is only a single claim in the experience period in excess of $250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the Online Guide to Workers' Compensation, Frequently Asked Questions, and Education on Demand online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
1901 Harrison Street, 17th Floor
Oakland, CA 94612
888.229.2472
wcirb.com

WCIRB California
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

WAHLUND CONSTRUCTION, INC.
WAHLUND CONSTRUCTION INC
PO BOX 6486
EUREKA CA 95502

Bureau Number	3-60-04-02-R
Effective Date	**10/01/2022**
Issue Date	06/30/2022
Experience Modification	**90%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	91434882021
Issuing Office	PLEASANTON #1
Experience Period	01/01/2018 to 01/01/2021

Summary of Payroll and Expected Losses

Summary of Claims and Actual Losses **Primary Threshold: 19,000**

Insurer: 905 Policy Period : 10/01/2020 to 10/01/2021

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
5140	122,933	0.65	799	0.305	244	555
5190	55,562	1.35	750	0.328	246	504
5473	26,271	4.10	1,077	0.293	316	761
6218	46,352	1.99	922	0.292	269	653
6220	648,482	0.90	5,836	0.257	1,500	4,336
6307	89,840	2.72	2,444	0.325	794	1,650
6308	1,794,955	1.19	21,360	0.271	5,789	15,571
6315	11,490	1.57	180	0.321	58	122
6316	617,167	1.08	6,665	0.270	1,800	4,865
8227	16,206	1.35	219	0.332	73	146
8810	175,901	0.09	158	0.411	65	93
Totals	**3,605,159**		**40,410**		**11,154**	**29,256**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
06639408	04	Open	175,000	18,750
06662272	06	Closed	350	100
Totals	2		175,350	**18,850**

Insurer: 905 Policy Period : 10/01/2019 to 10/01/2020

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
5473	42,995	4.10	1,763	0.293	517	1,246
6218	30,010	1.99	597	0.292	174	423
6220	918,057	0.90	8,263	0.257	2,124	6,139
6307	100,853	2.72	2,743	0.325	891	1,852
6308	1,301,327	1.19	15,486	0.271	4,197	11,289
6315	26,710	1.57	419	0.321	134	285
6316	797,900	1.08	8,617	0.270	2,327	6,290
8810	135,349	0.09	122	0.411	50	72
Totals	**3,353,201**		**38,010**		**10,414**	**27,596**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	**0**

Insurer: 905 Policy Period : 10/01/2018 to 10/01/2019

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
5473	15,118	4.10	620	0.293	182	438
6218	98,537	1.99	1,961	0.292	573	1,388
6220	1,282,482	0.90	11,542	0.257	2,966	8,576
6307	20,744	2.72	564	0.325	183	381
6308	473,237	1.19	5,632	0.271	1,526	4,106
6315	30,098	1.57	473	0.321	152	321
6316	586,813	1.08	6,338	0.270	1,711	4,627
8810	147,386	0.09	133	0.411	55	78
Totals	**2,654,415**		**27,263**		**7,348**	**19,915**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	**0**

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California™
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

WAHLUND CONSTRUCTION, INC.
WAHLUND CONSTRUCTION INC
PO BOX 6486
EUREKA CA 95502

Bureau Number	3-60-04-02-R
Effective Date	**10/01/2022**
Issue Date	06/30/2022
Experience Modification	**90%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	91434882021
Issuing Office	PLEASANTON #1
Experience Period	01/01/2018 to 01/01/2021

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 105,683	28,916	B 76,767	2	175,350	A 18,850

[A 18,850 + B 76,767] / C 105,683 = 90% Experience Modification

(Actual Primary Losses + Expected Excess Losses) / Expected Losses

Loss-Free Rating: 73%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California
Objective. Trusted. Integral.

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3 -year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less $250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is $250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for $250 or less. When there is only a single claim in the experience period in excess of $250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the Online Guide to Workers' Compensation, Frequently Asked Questions, and Education on Demand online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
1901 Harrison Street, 17th Floor
Oakland, CA 94612
888.229.2472
wcirb.com

WCIRB California®
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

WAHLUND CONSTRUCTION, INC.
WAHLUND CONSTRUCTION INC
PO BOX 6486
EUREKA CA 95502

Bureau Number	3-60-04-02-R
Effective Date	**10/01/2021**
Issue Date	06/02/2021
Experience Modification	**72%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	91434882020
Issuing Office	PLEASANTON #1
Experience Period	01/01/2017 to 01/01/2020

Summary of Payroll and Expected Losses | **Summary of Claims and Actual Losses** | **Primary Threshold: 20,000**

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 905 Policy Period : 10/01/2019 to 10/01/2020						
5473	42,995	3.95	1,698	0.304	516	1,182
6218	30,010	2.09	627	0.328	206	421
6220	918,057	1.11	10,190	0.267	2,721	7,469
6307	100,853	2.97	2,995	0.303	907	2,088
6308	1,301,327	1.18	15,356	0.293	4,499	10,857
6315	26,710	1.72	459	0.343	157	302
6316	797,900	1.38	11,011	0.268	2,951	8,060
8810	135,349	0.11	149	0.437	65	84
Totals	**3,353,201**		**42,485**		**12,022**	**30,463**
Insurer: 905 Policy Period : 10/01/2018 to 10/01/2019						
5473	15,118	3.95	597	0.304	181	416
6218	98,537	2.09	2,059	0.328	675	1,384
6220	1,282,482	1.11	14,236	0.267	3,801	10,435
6307	20,744	2.97	616	0.303	187	429
6308	473,237	1.18	5,584	0.293	1,636	3,948
6315	30,098	1.72	518	0.343	178	340
6316	586,813	1.38	8,098	0.268	2,170	5,928
8810	147,386	0.11	162	0.437	71	91
Totals	**2,654,415**		**31,870**		**8,899**	**22,971**
Insurer: 905 Policy Period : 10/01/2017 to 10/01/2018						
5473	5,190	3.95	205	0.304	62	143
6218	43,200	2.09	903	0.328	296	607
6220	985,142	1.11	10,935	0.267	2,920	8,015
6307	35,753	2.97	1,062	0.303	322	740
6308	273,917	1.18	3,232	0.293	947	2,285
6315	46,673	1.72	803	0.343	275	528
6316	600,711	1.38	8,290	0.268	2,222	6,068
8810	102,745	0.11	113	0.437	49	64
Totals	**2,093,331**		**25,543**		**7,093**	**18,450**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	**0**
Totals	0		0	**0**
Totals	0		0	**0**

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California®
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

WAHLUND CONSTRUCTION, INC.
WAHLUND CONSTRUCTION INC
PO BOX 6486
EUREKA CA 95502

Bureau Number	3-60-04-02-R
Effective Date	**10/01/2021**
Issue Date	06/02/2021
Experience Modification	**72%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	91434882020
Issuing Office	PLEASANTON #1
Experience Period	01/01/2017 to 01/01/2020

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 99,898	28,014	B 71,884	0	0	A 0

Actual Primary Losses		Expected Excess Losses		Expected Losses		
[A 0	+	B 71,884]	/	C 99,898	=	72% Experience Modification

Loss-Free Rating: 72%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3-year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less $250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is $250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for $250 or less. When there is only a single claim in the experience period in excess of $250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the Online Guide to Workers' Compensation, Frequently Asked Questions, and Education on Demand online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
1221 Broadway, Suite 900
Oakland, CA 94612
888.229.2472
wcirb.com

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

EXPERIENCE MODIFICATION ENDORSEMENT

REP B5
9243592-21
RENEWAL
NA
1-84-14-43

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

A TO Z CONSTRUCTION
PO BOX 375
CALPELLA, CA 95418

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THE POLICY CONTRACT PREMIUM EARNED AT THE BASE RATE SHALL BE MODIFIED BY 119 % IN ACCORDANCE WITH THE CALIFORNIA WORKERS' COMPENSATION EXPERIENCE RATING PLAN.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 5, 2021

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2512A

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.
A TO Z CONSTRUCTION
PO BOX 375
CALPELLA CA 95418

5201 CONCRETE/CEMENT WORK-SIDEWALKS-LOW WAGE
5205 CONCRETE/CEMENT WORK-SIDEWALKS-HIGH WAGE
5506 STREET/ROAD CONSTRUCTION-PAVING
6218 EXCAVATION-LOW WAGE
6220 GRADING LAND-HIGH WAGE
6400 FENCE CONSTRUCTION
8227 CONSTRUCTION/ERECTION PERMANENT YARDS
8810 CLERICAL OFFICE EMPLOYEES

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2021**
Issue Date	09/02/2020
Experience Modification	**119%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922020
Issuing Office	PLEASANTON #1
Experience Period	04/01/2016 to 04/01/2019

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 905 Policy Period : 01/01/2019 to 01/01/2020						
5201	95,591	3.45	3,298	0.340	1,121	2,177
5205	454,130	1.71	7,766	0.266	2,066	5,700
5212	82,908	2.56	2,122	0.287	609	1,513
5506	19,443	1.85	360	0.290	104	256
6218	33,907	2.59	878	0.298	262	616
6220	117,639	1.08	1,271	0.248	315	956
6400	8,232	2.75	226	0.342	77	149
7219	239,654	3.31	7,933	0.295	2,340	5,593
8227	80,103	1.88	1,506	0.321	483	1,023
8742	29,423	0.17	50	0.363	18	32
8810	99,310	0.12	119	0.406	48	71
Totals	**1,260,340**		**25,529**		**7,443**	**18,086**
Insurer: 103 Policy Period : 10/01/2018 to 01/01/2019						
5201	17,293	3.45	597	0.340	203	394
5205	118,043	1.71	2,019	0.266	537	1,482
5212	25,865	2.56	662	0.287	190	472
5506	11,604	1.85	215	0.290	62	153
6218	36,340	2.59	941	0.298	280	661
6220	35,166	1.08	380	0.248	94	286
6400	1,266	2.75	35	0.342	12	23
8227	33,496	1.88	630	0.321	202	428
8810	37,383	0.12	45	0.406	18	27
Totals	**316,456**		**5,524**		**1,598**	**3,926**
Insurer: 905 Policy Period : 10/01/2017 to 10/01/2018						
5201	87,825	3.45	3,030	0.340	1,030	2,000
5205	286,876	1.71	4,906	0.266	1,305	3,601
5212	56,907	2.56	1,457	0.287	418	1,039
5506	43,213	1.85	799	0.290	232	567
6218	130,933	2.59	3,391	0.298	1,011	2,380
6220	53,011	1.08	573	0.248	142	431
6400	13,171	2.75	362	0.342	124	238
7219	152,017	3.31	5,032	0.295	1,484	3,548
8227	154,132	1.88	2,898	0.321	930	1,968
8810	123,667	0.12	148	0.406	60	88
Totals	**1,101,752**		**22,596**		**6,736**	**15,860**
Insurer: 905 Policy Period : 10/01/2016 to 10/01/2017						
5201	99,595	3.45	3,436	0.340	1,168	2,268
5205	265,170	1.71	4,534	0.266	1,206	3,328
5506	66,741	1.85	1,235	0.290	358	877

Summary of Claims and Actual Losses **Primary Threshold: 17,500**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
06444014	04	Open	66,172	17,250
06453666	04	Open	93,403	17,250
Totals	2		159,575	34,500
Totals	0		0	0
Totals	0		0	0

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2021**
Issue Date	09/02/2020
Experience Modification	**119%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922020
Issuing Office	PLEASANTON #1
Experience Period	04/01/2016 to 04/01/2019

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 905	**Policy Period : 10/01/2016 to 10/01/2017**					
6218	123,542	2.59	3,200	0.298	954	2,246
6400	13,162	2.75	362	0.342	124	238
7219	82,664	3.31	2,736	0.295	807	1,929
8227	80,835	1.88	1,520	0.321	488	1,032
8810	83,264	0.12	100	0.406	41	59
Totals	**814,973**		**17,123**		**5,146**	**11,977**

Summary of Claims and Actual Losses **Primary Threshold: 17,500**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	0

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 70,772	20,923	B 49,849	2	159,575	A 34,500

[A 34,500 + B 49,849] / C 70,772 = **119%** Experience Modification

(Actual Primary Losses + Expected Excess Losses) / Expected Losses

Loss-Free Rating: 70%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California®
Objective. Trusted. Integral.

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3 -year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less $250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is $250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for $250 or less. When there is only a single claim in the experience period in excess of $250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the Online Guide to Workers' Compensation, Frequently Asked Questions, and Education on Demand online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
1221 Broadway, Suite 900
Oakland, CA 94612
888.229.2472
wcirb.com

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

EXPERIENCE MODIFICATION ENDORSEMENT

REP B5
9243592-22
RENEWAL
NA
1-84-14-43

EFFECTIVE JANUARY 1, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

A TO Z CONSTRUCTION
PO BOX 375
CALPELLA, CA 95418

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THE POLICY CONTRACT PREMIUM EARNED AT THE BASE RATE SHALL BE MODIFIED BY 145 % IN ACCORDANCE WITH THE CALIFORNIA WORKERS' COMPENSATION EXPERIENCE RATING PLAN.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 4, 2022

2512A

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

WCIRB California®
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.
A TO Z CONSTRUCTION
PO BOX 375
CALPELLA CA 95418

5201 CONCRETE/CEMENT WORK-SIDEWALKS-LOW WAGE
5205 CONCRETE/CEMENT WORK-SIDEWALKS-HIGH WAGE
5506 STREET/ROAD CONSTRUCTION-PAVING
6218 EXCAVATION-LOW WAGE
6220 GRADING LAND-HIGH WAGE
6400 FENCE CONSTRUCTION
8227 CONSTRUCTION/ERECTION PERMANENT YARDS
8810 CLERICAL OFFICE EMPLOYEES

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2022**
Issue Date	09/07/2021
Experience Modification	**145%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922021
Issuing Office	PLEASANTON #1
Experience Period	04/01/2017 to 04/01/2020

Summary of Payroll and Expected Losses

Summary of Claims and Actual Losses — **Primary Threshold: 20,000**

Insurer: 905 Policy Period : 01/01/2020 to 01/01/2021

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
5201	1,116,045	3.04	33,928	0.371	12,587	21,341
6218	63,388	2.09	1,325	0.328	435	890
7219	500,500	3.16	15,816	0.327	5,172	10,644
8227	7,371	1.49	110	0.351	39	71
8742	92,231	0.14	129	0.390	50	79
8810	128,068	0.11	141	0.437	62	79
Totals	**1,907,603**		**51,449**		**18,345**	**33,104**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
06501958	04	Closed	57,639	19,750
06563306	04	Open	103,709	19,750
Totals	2		161,348	**39,500**

Insurer: 905 Policy Period : 01/01/2019 to 01/01/2020

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
5201	95,591	3.04	2,906	0.371	1,078	1,828
5205	454,130	1.59	7,221	0.298	2,152	5,069
5212	82,908	2.38	1,973	0.308	608	1,365
5506	19,443	1.72	334	0.313	105	229
6218	33,907	2.09	709	0.328	233	476
6220	117,639	1.11	1,306	0.267	349	957
6400	8,232	2.29	189	0.375	71	118
7219	239,654	3.16	7,573	0.327	2,476	5,097
8227	80,103	1.49	1,194	0.351	419	775
8742	29,423	0.14	41	0.390	16	25
8810	99,310	0.11	109	0.437	48	61
Totals	**1,260,340**		**23,555**		**7,555**	**16,000**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
06444014	04	Closed	42,504	19,750
06453666	03	Closed	154,959	19,750
Totals	2		197,463	**39,500**

Insurer: 103 Policy Period : 10/01/2018 to 01/01/2019

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
5201	17,293	3.04	526	0.371	195	331
5205	118,043	1.59	1,877	0.298	559	1,318
5212	25,865	2.38	616	0.308	190	426
5506	11,604	1.72	200	0.313	63	137
6218	36,340	2.09	760	0.328	249	511
6220	35,166	1.11	390	0.267	104	286
6400	1,266	2.29	29	0.375	11	18
8227	33,496	1.49	499	0.351	175	324
8810	37,383	0.11	41	0.437	18	23
Totals	**316,456**		**4,938**		**1,564**	**3,374**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	0

Insurer: 905 Policy Period : 10/01/2017 to 10/01/2018

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
5201	87,825	3.04	2,670	0.371	991	1,679
5205	286,876	1.59	4,561	0.298	1,359	3,202
5212	56,907	2.38	1,354	0.308	417	937
5506	43,213	1.72	743	0.313	233	510
6218	130,933	2.09	2,736	0.328	897	1,839
6220	53,011	1.11	588	0.267	157	431
6400	13,171	2.29	302	0.375	113	189

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, If any

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2022**
Issue Date	09/07/2021
Experience Modification	**145%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922021
Issuing Office	PLEASANTON #1
Experience Period	04/01/2017 to 04/01/2020

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 905	**Policy Period : 10/01/2017 to 10/01/2018**					
7219	152,017	3.16	4,804	0.327	1,571	3,233
8227	154,132	1.49	2,297	0.351	806	1,491
8810	123,667	0.11	136	0.437	59	77
Totals	**1,101,752**		**20,191**		**6,603**	**13,588**

Summary of Claims and Actual Losses **Primary Threshold: 20,000**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	0

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	[C] 100,133	34,067	[B] 66,066	4	358,811	[A] 79,000

Actual Primary Losses		Expected Excess Losses		Expected Losses		
[[A] 79,000	+	[B] 66,066]	/	[C] 100,133	=	145% Experience Modification

Loss-Free Rating: 66%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California®
Objective.Trusted.Integral

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3 -year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less $250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is $250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for $250 or less. When there is only a single claim in the experience period in excess of $250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the Online Guide to Workers' Compensation, Frequently Asked Questions, and Education on Demand online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
1221 Broadway, Suite 900
Oakland, CA 94612
888.229.2472
wcirb.com

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

EXPERIENCE MODIFICATION ENDORSEMENT

REP B5
9243592-23
RENEWAL
NA
1-84-14-43
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

A TO Z CONSTRUCTION
PO BOX 375
CALPELLA, CA 95418

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THE POLICY CONTRACT PREMIUM EARNED AT THE BASE RATE SHALL BE MODIFIED BY 162 % IN ACCORDANCE WITH THE CALIFORNIA WORKERS' COMPENSATION EXPERIENCE RATING PLAN.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 4, 2023

2512A

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.
A TO Z CONSTRUCTION
PO BOX 375
CALPELLA CA 95418

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2023**
Issue Date	09/02/2022
Experience Modification	**157%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922022
Issuing Office	PLEASANTON #1
Experience Period	04/01/2018 to 04/01/2021

5201 CONCRETE/CEMENT WORK-SIDEWALKS-LOW WAGE
5205 CONCRETE/CEMENT WORK-SIDEWALKS-HIGH WAGE
5506 STREET/ROAD CONSTRUCTION-PAVING
6218 EXCAVATION-LOW WAGE
6220 GRADING LAND-HIGH WAGE
6400 FENCE CONSTRUCTION
8227 CONSTRUCTION/ERECTION PERMANENT YARDS
8810 CLERICAL OFFICE EMPLOYEES

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 905 Policy Period : 01/01/2021 to 01/01/2022						
5201	391,854	3.21	12,579	0.341	4,289	8,290
5205	570,400	1.54	8,784	0.285	2,503	6,281
5212	126,209	1.94	2,448	0.296	725	1,723
6218	74,197	1.99	1,477	0.292	431	1,046
6220	80,059	0.90	721	0.257	185	536
7219	131,004	3.05	3,996	0.314	1,255	2,741
8227	78,138	1.35	1,055	0.332	350	705
8742	91,523	0.11	101	0.358	36	65
8810	134,513	0.09	121	0.411	50	71
Totals	**1,677,897**		**31,282**		**9,824**	**21,458**
Insurer: 905 Policy Period : 01/01/2020 to 01/01/2021						
5201	986,480	3.21	31,666	0.341	10,798	20,868
5212	83,573	1.94	1,621	0.296	480	1,141
6218	206,181	1.99	4,103	0.292	1,198	2,905
7219	293,297	3.05	8,946	0.314	2,809	6,137
8227	92,274	1.35	1,246	0.332	414	832
8742	92,231	0.11	101	0.358	36	65
8810	127,974	0.09	115	0.411	47	68
Totals	**1,882,010**		**47,798**		**15,782**	**32,016**
Insurer: 905 Policy Period : 01/01/2019 to 01/01/2020						
5201	95,591	3.21	3,068	0.341	1,046	2,022
5205	454,130	1.54	6,994	0.285	1,993	5,001
5212	82,908	1.94	1,608	0.296	476	1,132
5506	19,443	1.52	296	0.300	89	207
6218	33,907	1.99	675	0.292	197	478
6220	117,639	0.90	1,059	0.257	272	787
6400	8,232	1.96	161	0.356	57	104
7219	239,654	3.05	7,309	0.314	2,295	5,014
8227	80,103	1.35	1,081	0.332	359	722
8742	29,423	0.11	32	0.358	11	21
8810	99,310	0.09	89	0.411	37	52
Totals	**1,260,340**		**22,372**		**6,832**	**15,540**
Insurer: 103 Policy Period : 10/01/2018 to 01/01/2019						
5201	17,293	3.21	555	0.341	189	366
5205	118,043	1.54	1,818	0.285	518	1,300
5212	25,865	1.94	502	0.296	149	353
5506	11,604	1.52	176	0.300	53	123
6218	36,340	1.99	723	0.292	211	512
6220	35,166	0.90	316	0.257	81	235

Summary of Claims and Actual Losses **Primary Threshold: 19,000**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
06646440	04	Open	68,485	18,750
Totals	1		68,485	18,750
06501958	04	Closed	57,639	18,750
06563306	04	Open	156,404	18,750
Totals	2		214,043	37,500
06444014	04	Closed	42,504	18,750
06453666	03	Closed	154,959	18,750
Totals	2		197,463	37,500

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, If any

WCIRB California
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2023**
Issue Date	09/02/2022
Experience Modification	**157%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922022
Issuing Office	PLEASANTON #1
Experience Period	04/01/2018 to 04/01/2021

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 103	**Policy Period : 10/01/2018 to 01/01/2019**					
6400	1,266	1.96	25	0.356	9	16
8227	33,496	1.35	452	0.332	150	302
8810	37,383	0.09	34	0.411	14	20
Totals	**316,456**		**4,601**		**1,374**	**3,227**

Summary of Claims and Actual Losses **Primary Threshold: 19,000**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	0

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 106,053	33,812	B 72,241	5	479,991	A 93,750

[A Actual Primary Losses 93,750 + B Expected Excess Losses 72,241] / C Expected Losses 106,053 = **157%** Experience Modification

Loss-Free Rating: 68%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California
Objective. Trusted. Integral.

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3 -year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less $250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is $250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for $250 or less. When there is only a single claim in the experience period in excess of $250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the Online Guide to Workers' Compensation, Frequently Asked Questions, and Education on Demand online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
1901 Harrison Street, 17th Floor
Oakland, CA 94612
888.229.2472
wcirb.com

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

EXPERIENCE MODIFICATION ENDORSEMENT

REP B5
9243592-24
RENEWAL
NA
1-84-14-43
PAGE 1 OF 1

EFFECTIVE JANUARY 1, 2024 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

A TO Z CONSTRUCTION
PO BOX 375
CALPELLA, CA 95418

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THE POLICY CONTRACT PREMIUM EARNED AT THE BASE RATE SHALL BE MODIFIED BY 120 % IN ACCORDANCE WITH THE CALIFORNIA WORKERS' COMPENSATION EXPERIENCE RATING PLAN.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JANUARY 4, 2024

2512A

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

WCIRB California
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.
A TO Z CONSTRUCTION
PO BOX 375
CALPELLA CA 95418

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2024**
Issue Date	09/02/2023
Experience Modification	**120%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922023
Issuing Office	PLEASANTON #1
Experience Period	04/01/2019 to 04/01/2022

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 905 Policy Period : 01/01/2022 to 01/01/2023						
5201	220,277	3.49	7,688	0.335	2,575	5,113
5205	921,713	1.62	14,932	0.286	4,271	10,661
5212	76,516	2.08	1,592	0.256	408	1,184
6218	51,185	1.99	1,019	0.300	306	713
6220	45,758	1.05	480	0.256	123	357
7219	160,619	3.60	5,782	0.306	1,769	4,013
8227	181,137	1.40	2,536	0.336	852	1,684
8742	99,139	0.10	99	0.361	36	63
8810	138,236	0.08	111	0.409	45	66
Totals	**1,894,580**		**34,239**		**10,385**	**23,854**
Insurer: 905 Policy Period : 01/01/2021 to 01/01/2022						
5201	391,854	3.49	13,676	0.335	4,581	9,095
5205	570,400	1.62	9,240	0.286	2,643	6,597
5212	126,209	2.08	2,625	0.256	672	1,953
6218	74,197	1.99	1,477	0.300	443	1,034
6220	80,059	1.05	841	0.256	215	626
7219	131,004	3.60	4,716	0.306	1,443	3,273
8227	78,138	1.40	1,094	0.336	368	726
8742	91,523	0.10	92	0.361	33	59
8810	134,513	0.08	108	0.409	44	64
Totals	**1,677,897**		**33,869**		**10,442**	**23,427**
Insurer: 905 Policy Period : 01/01/2020 to 01/01/2021						
5201	515,361	3.49	17,986	0.335	6,025	11,961
5205	469,919	1.62	7,613	0.286	2,177	5,436
5212	83,573	2.08	1,738	0.256	445	1,293
6218	78,843	1.99	1,569	0.300	471	1,098
6220	127,338	1.05	1,337	0.256	342	995
7219	293,297	3.60	10,559	0.306	3,231	7,328
8227	92,274	1.40	1,292	0.336	434	858
8742	92,231	0.10	92	0.361	33	59
8810	127,974	0.08	102	0.409	42	60
Totals	**1,880,810**		**42,288**		**13,200**	**29,088**

Summary of Claims and Actual Losses **Primary Threshold: 19,000**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	0
06646440	04	Closed	93,631	18,750
Totals	1		93,631	18,750
06501958	04	Closed	57,639	18,750
06563306	04	Closed	167,755	18,750
Totals	2		225,394	37,500

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

Workers' Compensation Experience Rating Form

R.W. MURRAY, INC.
A TO Z CONSTRUCTION
PO BOX 375
CALPELLA CA 95418

Bureau Number	1-84-14-43-R
Effective Date	**01/01/2024**
Issue Date	09/02/2023
Experience Modification	**120%**
Insurer	STATE COMPENSATION INS FUND
Insurer Group	STATE COMPENSATION INS FUND
Policy Number	92435922023
Issuing Office	PLEASANTON #1
Experience Period	04/01/2019 to 04/01/2022

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 110,396	34,027	B 76,369	3	319,025	A 56,250

[Actual Primary Losses A 56,250 + Expected Excess Losses B 76,369] / Expected Losses C 110,396 = **120%** Experience Modification

Loss-Free Rating: 69%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

WCIRB California
Objective. Trusted. Integral.

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3 -year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less $250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is $250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

This section reflects the calculation of the experience modification. The rating procedure and the information used in calculating the experience modification are detailed in the Experience Rating Plan. Your experience modification is determined as the ratio of the sum of your actual primary losses and expected excess losses compared to your expected losses. This section also shows the loss-free rating which is the experience modification that would have been calculated if no claims were incurred during the experience period or if the only claims incurred were for $250 or less. When there is only a single claim in the experience period in excess of $250, the experience modification is limited to be no higher than 25 percentage points above the loss-free rating.

Find Out More

The WCIRB website contains free information for employers regarding the California workers' compensation system—including the Online Guide to Workers' Compensation, Frequently Asked Questions, and Education on Demand online learning modules. See the *Employer/Policyholder* section on www.wcirb.com.

About the WCIRB

The Workers' Compensation Insurance Rating Bureau of California is a licensed rating organization and is the California Insurance Commissioner's designated statistical agent. To accurately measure the cost of providing workers' compensation benefits, the WCIRB performs a number of functions, including collection of coverage and loss data on every workers' compensation insurance policy, inspections of insured businesses, and test audits of insurer policy audits.

The WCIRB also provides free educational information to employers, agents and brokers, and insurers regarding the California workers' compensation insurance market. The WCIRB is a private, nonprofit association of licensed workers' compensation insurers. No state money is used to fund WCIRB operations.

Workers' Compensation Insurance Rating Bureau of California
1901 Harrison Street, 17th Floor
Oakland, CA 94612
888.229.2472
wcirb.com

Schedule A—Current Projects

Name of Organization	City of Arcata				
Project Owner	same as above	Project Name	Arcata Wastewater Treatment Facility Improvements Ph		
General Description of Project					
Project Cost	$51,495,000.57	Date Project Completed	estimated completion 09/01/2025		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Bret Rinehart	Josh Rasmussen	George Walker	Gregory Hufford	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jessica Jewett	Projects & Grants Mgr.	City of Arcata	(707)825-2176	jjewett@cityofarcata.org
Designer	Doug Wing	Principal Engineer	Carollo Engineers	(800)523-5826	dwing@carollo.com
Construction Manager	Dan Mount	Construction Manager	Carollo Engineers	(916)825-5986	dmount@carollo.com

Project Owner	Myers Flat Mutual Water System, Inc.	Project Name	MFMWS Distribution System Improvement		
General Description of Project	Installation and testing of new water mains and appurtenances				
Project Cost	$1,508,147.90	Date Project Completed	3/1/24		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ryan Wahlund	Curtis Seely			

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Mary Whitmore	Owner's Rep.	MFMWS, Inc.	(707)943-1865	myersflatmutualh20@gmail.com
Designer	Luke Halonen	Civil Engineer	GHD	(530)721-0834	luke.halonen@ghd.com
Construction Manager	Luke Halonen	↓	↓	↓	↓

Project Owner	Scotia Union School District	Project Name	Scotia Gymnasium Phases 1 and 2		
General Description of Project	Demolition of old and construction of new school gymnasium				
Project Cost	$1,845,836.32	Date Project Completed	2/12/24		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gregory Hufford	Bob Crittenden	Ryan Wahlund	Ken Wahlund	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Amy Bossien	Superintendent	Scotia USD	(707)764-2212	agossien@scotiaschool.org
Designer	Guy Fryer	Architect	Siskiyou Design Group	(530) 842-1683	guy@siskiyoudesigngroup.com
Construction Manager	~~Dave Boons~~ RW Dirk Dinsmore	Project Manager	Dinsmore Construction Co.	(707)725-4900	dirk@dinsmoreconstruction.com

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Schedule B—Previous Experience with Similar Projects

Name of Organization	Coyote Valley Hospitality Corp.			
Project Owner	same as owner	Project Name	Coyote Valley WWTP Design Build	
General Description of Project	Design and build new wastewater treatment facility			
Project Cost	$2,495,000.00	Date Project Completed	8/18/22	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Bret Rinehart	Josh Rasmussen	Josh Rasmussen	Bret Rinehart

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Little Fawn Bolan	Owner's Rep.	Ceiba Legal, PC	(415) 939-7797	littlefawn@ceibalegal.com
Designer	Bret Rinehart	P.E.	Rinehart Engineering	(707) 498-3414	bret@wahlcon.com
Construction Manager	Richard Ross	P.E.	Ess. Eng. Services	(707) 477-2590	richard@esseng.net

Project Owner	College of the Redwoods	Project Name	College of the Redwoods UIR Project	
General Description of Project	Remove existing treatment plant; construct and install new system, leach field; replace sewer collection system			
Project Cost	$30,787,981.44	Date Project Completed	11/08/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Bret Rinehart	Bob Crittenden	Ryan Wahlund	Ken Wahlund

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Julia Morrison	Vice President	College of the Redwoods	(707) 476-4122	julia-morrison@redwoods.edu
Designer	Steve McHaney	P.E.	GHD, Inc.	(707) 443-8326	steve.mchaney@ghd.com
Construction Manager	Bret Rinehart	P.E.	Rinehart Engineering	(707) 498-3414	bret@wahlcon.com

Project Owner	City of Woodland	Project Name	Woodland Sewer & Water Repair & Replacement	
General Description of Project	Replacement of underground infrastructure (sewer & water)			
Project Cost	$4,673,532.83	Date Project Completed	08/09/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Bob Crittenden	Ross Costa	Ross Costa	Bob Crittenden

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Mark Miller	Associate Engineer	City of Woodland	(707) 479-8378	mark.miller@cityofwoodland.c
Designer	Mark Miller	↓	↓	↓	↓
Construction Manager	Mark Miller	↓	↓	↓	↓

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Schedule B—Previous Experience with Similar Projects

Name of Organization	Mendocino Community Services District			
Project Owner	same as above	Project Name	Mendocino WWTP Upgrades	
General Description of Project	Upgrades to wastewater treatment plant system/controls/electrical			
Project Cost	$2,564,581.06	Date Project Completed	04/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Bret Rinehart	Bob Crittenden	Bob Crittenden	Bret Rinehart

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Ryan Rhoades	Superintendent	MCCSD	(707)937-5790	mccsd@mcn.org
Designer	Thomas Herman	Engineer	SHN	(707)459-4518	therman@shn-engr.com
Construction Manager	Lory Widmer	Project Engineer	SHN	(707)459-4518	Lwidmer@shn-engr.com

Project Owner	City of Fort Bragg	Project Name	Fort Bragg WWTP Upgrades	
General Description of Project	Packaged Biological Treatment Facility install; pump station construction; modifications to existing			
Project Cost	$15,325,500.00	Date Project Completed	09/2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Bret Rinehart	Bob Crittenden	Bob Crittenden	Bret Rinehart

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	John Smith	Director of Public Works	City of Fort Bragg	(707)961-2823 x136	jsmith@fortbragg.com
Designer	Jason Island	Senior Civil Engineer	SHN	(707)459-4518	jisland@shn-engr.com
Construction Manager	Bret Rinehart	P.E.	Rinehart Engineering	(707)498-3414	bret@wahlcon.com

Project Owner	City of Ukiah	Project Name	Ukiah Downtown Sewer & Water	
General Description of Project	Replacement of underground infrastructure (sewer & water)			
Project Cost	$4,633,081.64	Date Project Completed	09/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Bob Crittenden	Ross Costa	Ross Costa	Bob Crittenden

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jason Benson	Senior Engineer	City of Ukiah	(707) ~~764-5063~~ 463-6233	jbenson@cityofukiah.com
Designer	Tim Dillenburg	Construction Manager	~~GHD~~, Inc.	(707) ~~441-8855~~ ↓480-1531	tim.dillenburg@ghd.com
Construction Manager	Tim Dillenburg	↓	↓	↓	↓

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Schedule C—Key Individuals

Project Manager			
Name of individual	Bret Rinehart		
Years of experience as project manager	16		
Years of experience with this organization	16		
Number of similar projects as project manager	11		
Number of similar projects in other positions	5		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Arcata WWTF Improvements Phase 1	30	9/1/2025	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Andrew Luke	Name	John Smith
Title/Position	Plant Operations Manager	Title/Position	Director of Pubic Works
Organization	Coyote Valley Hospitality Corp.	Organization	City of Fort Bragg
Telephone	(707) 467-4727	Telephone	(707) 961-2823 ext. 136
Email	pom@coyotevalley-nsn.gov	Email	jsmith@fortbragg.com
Project	Coyote Valley WWTP	Project	Fort Bragg WWTP
Candidate's role on project	Owner's Rep	Candidate's role on project	Owner's Rep.

Project Superintendent			
Name of individual	Bob Crittenden		
Years of experience as project superintendent	40		
Years of experience with this organization	15		
Number of similar projects as project superintendent	6		
Number of similar projects in other positions	10		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
n/a - estimator	50	Indefinite	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jason Benson	Name	Mark Miller
Title/Position	Senior Civil Engineer	Title/Position	Associate Engineer
Organization	City of Ukiah	Organization	City of Woodland
Telephone	(707) 463-6233	Telephone	(707) 479-8378
Email	jbenson@cityofukiah.com	Email	mark.miller@cityofwoodland.org
Project	Ukiah Downtown Water & Sewer	Project	Woodland Sewer & Water Repair & Rep.
Candidate's role on project	Owner's Rep.	Candidate's role on project	Owner's Rep.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Safety Manager			
Name of individual	Ryan Wahlund		
Years of experience as project manager	13		
Years of experience with this organization	11		
Number of similar projects as project manager	6		
Number of similar projects in other positions	12		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Myers Flat Mutual Water System	10	3/1/2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ralph Emerson	Name	Steve Deike
Title/Position	General Manager	Title/Position	Manager
Organization	Garberville Sanitary Dist.	Organization	Town of Scotia LLC
Telephone	(209) 743-0125	Telephone	(707) 764-5063
Email	remerson@garbervillesd.org	Email	sdeike@townofscotia.com
Project	Garberville Water Treatment	Project	Scotia Infrastructure Imp. Phase 3
Candidate's role on project	Owner's Rep.	Candidate's role on project	Owner's Rep.

Quality Control Manager			
Name of individual	Ken Wahlund		
Years of experience as project superintendent	36		
Years of experience with this organization	34		
Number of similar projects as project superintendent	21		
Number of similar projects in other positions	30		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Arcata WWTF	5	9/1/2025	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mike Flockhart	Name	Steve McHaney
Title/Position	Maintenance Manager	Title/Position	Professional Engineer
Organization	Bear River Rancheria	Organization	GHD
Telephone	(707) 502-1146	Telephone	(707) 599-6931
Email		Email	steve.mchaney@ghd.com
Project	Bear River WWTP Design/Build	Project	College of the Redwoods UIR
Candidate's role on project	Owner's Rep.	Candidate's role on project	Design Engineer

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Qualifications Resume

WAHLUND CONSTRUCTION, INC

A GENERAL ENGINEERING CONTRACTOR

LIC. #678993 A, B, C-10, C-22, ASBESTOS, HAZMAT

PO BOX 6486
EUREKA, CA 95502
(707) 268-0150 PHONE
(707) 268-0137 FAX

Firm Profile

Wahlund Construction, Inc. is a Eureka; California based general engineering and general building contractor with over 35 years of experience including residential, commercial, industrial and municipal construction. Wahlund Construction has been licensed for asbestos and hazardous substances removal since 1993 and has over 25 years of experience in these fields. In recent years Wahlund has specialized in the construction of large water and wastewater improvement projects including numerous successfully completed horizontal direction drilling projects. With a crew of highly skilled union laborers, operators and electricians, Wahlund Construction is known throughout the region for attention to detail, high quality work, and a reputation for integrity. Wahlund Construction, Inc. has completed every project it has undertaken on time and has never been assessed liquidated damages on any project. With a design engineer on staff, Wahlund Construction has the value engineering ability that is not typical with other general contractors. Wahlund Construction also has full insurance coverage and has an A, B, C-10 (electrical), and C-22 Asbestos and Hazmat contractor's license. This covers the owner for every site-specific situation that may arise.

Current Bonding Capacity is 60 Million Single and 80 Million Aggregate.

Wahlund Construction Team

Ken Wahlund, President

Mr. Wahlund has over 35 years of general engineering construction experience including residential, commercial, industrial and municipal construction. He has done extensive demolition and asbestos/hazardous materials abatement related construction. He has also been involved in the construction of several large-scale wastewater treatment plant upgrades. He has been Project Superintendent for most Wahlund Construction projects including overall Project Superintendent/Manager for joint ventures such as the City of Fortuna Waste Water Treatment Facility and the Crescent City Water Pollution Control Facility. His experience in working with local regulators and with local conditions will expedite both the permitting and completion of this project.

Specific duties and responsibilities include: project superintendent, submittals, coordination with owner, engineers and subcontractors.

Ryan Wahlund, PE, Vice President of Operations

Mr. Wahlund is a California Licensed Mechanical Engineer (License # 37001) with over 10 years of mechanical design experience. He has a Bachelor's degree in Mechanical Engineering from California State University Chico. He has specialized in the field of mechanical design with an emphasis on pump systems. He started working part-time with Wahlund Construction 13 years ago as a summer intern Operating Engineer for the Crescent City Water Pollution Control Facility project. He started working full-time with Wahlund Construction in 2013 and successfully completed the Garberville Drinking Water Improvement Project, Scotia Infrastructure Improvements Projects (Phases 1 and 2), and assisted in the design of the Bear

River Rancheria Waste Water Treatment Facility Project. After completing those projects, Ryan was promoted to Vice President of Operations in 2018.

Specific duties and responsibilities include: Specific duties and responsibilities include: Oversees all projects, personnel, and processes of Wahlund Construction. Develop cost-effective systems in order to implement continuous process improvement for the successful completion of large-scale and small-scale underground construction projects.

Bret Rinehart, PE, Project Engineer
Mr. Rinehart is a California Licensed Civil Engineer (License # 70375) with over 15 years of construction and construction management experience. He has a degree in Civil Engineering from the University of Utah. He has specialized in the field of public works construction including water and wastewater treatment and facilities. He has been involved in both the construction and construction management of several water utility and wastewater treatment plant upgrades including the City of Eureka Mad River Parallel Pipeline and the City of Fortuna Waste Water Treatment Facility. He started working with Wahlund Construction in 2007 as the Assistant Project Superintendent for the Crescent City Water Pollution Control Facility project. He was Project Manager for the Ferndale WWTP Additions Project, Rio Dell WWTP Upgrade and Disposal Project, and Bear River WWTP and Disposal Design/Build Project. He was the design engineer of record for the City of Eureka Biosolids Dewatering Design Build Project, the Bear River WWTP and Disposal Design/Build Project, and the Smith River Rancheria WWTP In-Channel Drum Screen and Volute Dewatering Press Design Build. He was Project manager for the Fort Bragg Wastewater Treatment Plant Upgrades Project.

Specific duties and responsibilities include: overall operational organization, project superintendent, project engineer, scheduling, coordination with owners/engineers/subcontractors, permit compliance, supplementary engineering design.

Robert Crittenden, Project Manager/Estimator
Mr. Crittenden has 30 years of heavy civil construction and 10 years of building construction experience. He has a degree in Construction Management from Fresno State University. He has extensive experience in the field of construction management, supervision, estimating, and has experience in residential, commercial, municipal construction and building demolition. He was also an instructor at College of the Redwoods, teaching residential building estimating. He has done extensive underground, earthwork, and public utility related construction

Specific duties and responsibilities include: project management, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance.

Steven Pearl, EIT
Mr. Pearl is an Engineer in Training with over 7 years of design and construction experience. He has an environmental engineering degree from Humboldt State University. He assisted with the design of the City of Eureka Biosolids Dewatering Design Build Project. He is currently assistant project manager for the College of the Redwoods Wastewater Treatment and Disposal System Project.

Specific duties and responsibilities include: project management, submittals, engineering design and drafting, coordination with owner, engineers and subcontractors.

Curtis Seely, Superintendent/Foreman
Mr. Seely has over 20 years of extensive experience in underground, pipeline, HDD drilling and earthwork construction. He has been with Wahlund Construction for the past 15 years and has worked on all of Wahlund's large scale construction projects.

Specific duties and responsibilities include: Superintendent for Wahlund Construction crew, equipment operation, HDD drill rig operator, coordination with subcontractors, implementation of project plans, specifications, and permit conditions.

Josh Rasmussen, Foreman
Mr. Rasmussen has over 20 years of heavy civil construction experience. He has specialized in the field of public works construction including water and wastewater treatment and facilities. He was project superintendent for the Bear River WWTP and Disposal Design/Build Project, and the Smith River Rancheria WWTP In-Channel Drum Screen and Volute Dewatering Press Design Build

Mark Mora, Foreman
Mr. Mora has over 30 years of heavy civil construction experience. He has specialized in the field of public works construction including water and wastewater treatment and facilities. He was project superintendent for the Fort Bragg Wastewater Treatment Plant Upgrades Project.

1974307

FILED
the office of the Secretary of State
of the State of California

JUL 17 1996

BILL JONES, Secretary of State

ARTICLES OF INCORPORATION

OF

WAHLUND CONSTRUCTION, INC.

1. The name of the Corporation is **WAHLUND CONSTRUCTION, INC.**

2. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporation's Code.

3. The name and address in this State of this Corporation's initial agent for service of process is:

KENNETH M. WAHLUND
830 Hilma Drive
Eureka, California 95503

4. This Corporation is authorized to issue one (1) class of stock designated "Common Shares." The total number of such shares which this Corporation is authorized to issue is **TWENTY-FOUR THOUSAND (24,000).**

Dated: July ,1996

KENNETH M. WAHLUND

I declare that I am the person who executed the above Articles of Incorporation and that this instrument is my act and deed.

KENNETH W. WAHLUND

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 678993

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/22/2024 10:55:48 AM

Business Information

WAHLUND CONSTRUCTION INC
P O BOX 6486
EUREKA, CA 95502
Business Phone Number:(707) 268-0150

Entity	Corporation
Issue Date	10/18/1993
Reissue Date	09/17/1996
Expire Date	**09/30/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- B - GENERAL BUILDING
- C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)
- C10 - ELECTRICAL

Certifications

- ASB - ASBESTOS (Check DOSH Asbestos Registration)
- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 106488942
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

- The qualifying individual KENNETH MICHAEL WAHLUND certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 09/17/1996

- This license filed Bond of Qualifying Individual number **100667922** for KYLE LARSON BROWN in the amount of **$25,000** with AMERICAN CONTRACTORS INDEMNITY COMPANY.
  Effective Date: 01/01/2023
  BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STARR INDEMNITY & LIABILITY COMPANY
Policy Number:1000005525
Effective Date: 10/01/2023
Expire Date: 10/01/2024
Workers' Compensation History

Miscellaneous Information

- 06/15/2016 - DOSH REGISTRATION VERIFIED FOR C22
- 08/23/2022 - DOSH REGISTRATION VERIFIED FOR C22

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Copyright © 2024 State of California

SECTION 00 45 19
NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

State of California
County of Humboldt

Ryan Wahlund, being first duly sworn, deposes and says that he or she is VP of Operations of Wahlund Construction, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By _____

Subscribed and sworn to before me on _____
(date)

_____
(Notary Public)

(SEAL)

See attached Jurat

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt

Subscribed and sworn to (or affirmed) before me on this 17th day of January, 2024, by (1) Ryan Wahlund (and (2) _____),
Date *Month* *Year*
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DANIKA L. MOTT
Notary Public - California
Humboldt County
Commission # 2429963
My Comm. Expires Dec 10, 2026

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

This page intentionally left blank.

CALIFORNIA Water Boards

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name
Gregg Simpson Trucking		City of Fort Bragg Water Treatment Plant Rehabilitation
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
WTR-00017	unknown	Amanda Devereux
Address		
250 Lake Mendocino Dr. Ukiah, CA 95482		
Telephone No.		Email Address
(707)489-3262		gregg.simpson@comcast.net
Prime Contractor Name		Issuing/Funding Entity
Wahlund Construction, Inc.		CA Drinking Water State Revolving Fund

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
3,4,5,8,9,10, 11,12,13,14, 16,17	Trucking/Hauling for these bid items	$181,500.00

DBE Certified By: [DOT] SBA

Other: _____

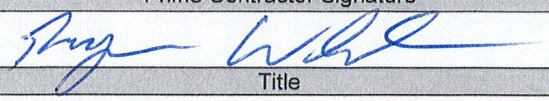
Meets/exceeds EPA certification standards?

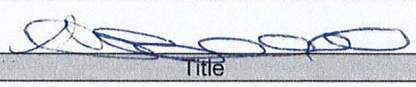
[YES] NO Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Ryan Wahlund
Title	**Date**
VP of Operations	1/22/2024

Subcontractor Signature	Print Name
	Amanda Devereux
Title	**Date**
Manager. Gregg Simpson Trucking	01/22/2024

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

CALIFORNIA Water Boards

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractor's[2] and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Wahlund Construction, Inc.		City of Fort Bragg Water Treatment Plant Rehabilitation
Bid / Proposal No.	**Assistance Agreement ID No. (if known)**	**Point of Contact**
WTR-00017	unknown	Ryan Wahlund
Address		
690 Indianola Rd. Eureka, CA 95503		
Telephone No.		**Email Address**
(707)268-0150		ryan@wahlcon.com
Issuing/Funding Entity		
CA Drinking Water State Revolving Fund		

I have identified potential DBE certified subcontractors. [YES] NO

If *yes*, please complete the table below. If *no*, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Gregg Simpson Trucking	250 Lake Mendocino Dr. Ukiah, CA 95482 (707)489-3262 ; gregg.simpson@comcast.net	$181,500.00	YES

--Continue on back if needed--

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Ryan Wahlund
Title	**Date**
VP of Operations	1/22/2024

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**GREGG SIMPSON TRUCKING,** DBA **DARLENE SIMPSON**
OWNER	**Ms. Darlene Simpson**
ADDRESS	**250 LAKE MENDOCINO DR** **UKIAH, CA 95482** [map]
PHONE	**707-468-1654**
FAX	**707-468-7448**
EMAIL	**gregg.simpson@comcast.net**
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**Mendocino (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**REMOVE BRIDGE ITEM; MODIFY BRIDGE ITEM; BOTTOM DUMP TRUCKING; FLAT BED TRUCKING; TRUCKER; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; General freight trucking, local**

Commodity Codes

Code	Description
CA WCC C1575	REMOVE BRIDGE ITEM
CA WCC C1580	MODIFY BRIDGE ITEM
CA WCC C9602	BOTTOM DUMP TRUCKING
CA WCC C9605	FLAT BED TRUCKING
CA WCC C9774	TRUCKER
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 237990	Other Heavy and Civil Engineering Construction

NAICS 484110	General freight trucking, local

Additional Information

WORK DISTRICTS/REGIONS	**Lake, Mendocino**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**34675**

Contractor Information

Legal Entity Name
WAHLUND CONSTRUCTION, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000006404
Registration effective date
07/01/22
Registration expiration date
06/30/25
Mailing Address
PO Box 6486 EUREKA 95502 CA United States of America
Physical Address
690 INDIANOLA DRIVE EUREKA 95501 CA United States of America
Email Address
ryan@wahlcon.com
Trade Name/DBA
License Number (s)
CSLB:678993
CSLB:678993

Registration History

Effective Date	Expiration Date
05/24/18	06/30/19
06/15/17	06/30/18
06/08/16	06/30/17
06/23/15	06/30/16
01/22/15	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number: 1974307
Federal Employment Identification Number: 680388471
President Name: Kenneth M. Wahlund
Vice President Name: Ryan Wahlund
Treasurer Name: Kelly A. Wahlund
Secretary Name: Kelly A. Wahlund
CEO Name:

Agency for Service:
Agent of Service Name: Wahlund Construction, Inc.
Agent of Service Mailing Address: PO Box 6486 Eureka 95502 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier
Policy Holder Name: WAHLUND CONSTRUCTION, INC.
Insurance Carrier: STATE COMPENSATION INSURANCE FUND
Policy Number: 9143488-2022
Inception date: 01/03/99
Expiration Date: 10/01/23