

STANDARD CONDITIONS

Article 1. Terms

The following terms as used in this Contract shall be defined and interpreted as follows:

- (a) "Contract" of "this Contract": The particular contract executed by the Contractor and the owner of which these Standard Conditions are integral parts.
- (b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is party thereto.
- (c) "Owner": The entity that is a part of this Contract, contracting under the official name of "City of Sumner".
- (d) "Subcontractor": Any person, firm or corporation other than an employee of the Contractor supplying, for and under agreement either with the Contractor or any Subcontractor of the Contractor, labor or materials, or both, at the site of the Project in connection with this Contract.
- (e) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.
- (f) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the Project.
- (g) "Surety": Any firm or corporation executing a surety bond or bonds payable to the Owner, securing the performance of the Contract either in whole or in part.

Article 2. Time for Completion

The Contractor shall commence the performance of the Contract on the date stated in the Owner's notice to the Contractor to proceed and shall complete the performance of the Contractor in the time prescribed by Contract.

Article 3. Conflict of Provisions

Unless otherwise specifically provided, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the Standard Conditions shall be void to the extent of such conflict or inconsistency.

Article 4. Payments to Contractor

- (a) Not later than the thirtieth (30th) day of each calendar month, the Owner shall make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but the Owner may retain a sum equal to five percent (5%) of each estimate as a trust fund for the protection and payment of any person or persons, mechanic, Subcontractor or materialmen who shall perform any labor upon this Contract or work thereunder and all persons who shall supply such person or persons or Subcontractors with provisions and supplies for the carrying on of such work. Said trust fund shall be retained for a period of up to ninety (90) days following the final acceptance of the completed delivery of material covered by the Contract, and every person performing labor or furnishing materials or supplies toward the completion of said Contract shall have a lien upon said fund, provided notice to the lien as required by law be given. Following such ninety (90) day period, the trust fund or the amount thereof in excess of a sum sufficient to the trust fund or the amount thereof in excess of a sum sufficient to meet and discharge the claims plus costs, and attorney's fees, or

materialmen, laborers and persons furnishing supplies for the performance of the Contract, who have duly filed their claims under the law, shall be paid to the Contractor.

- (b) In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- (c) The making of any payment to the Contractor under this contract shall not relieve the Contractor of his obligation hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the Owner such completed work, finished product or structure as is specified in this contract, and until this contract is fully performed by the Contractor and the work, product or structure produced thereby is accepted by the Owner, the Contractor shall be obligated to repair, replace, restore or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise injured in any way; provided, however, that with respect to any major unit of the type mentioned in the first paragraph of this article, this particular obligation of the Contractor will terminate upon the completion by the Contractor and acceptance by the Owner of such major unit, and provided further, that all work and any structure, materials and equipment covered by any partial payments made by the Owner become the sole property of the Owner when such partial payment is made.

Article 5. Payments by Contractor

The Contractor shall pay:

- (a) For all transportation and utility services not later than the twentieth (20th) day of the calendar month following that in which such services are rendered.
- (b) For all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools and other equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.
- (c) To each of his Subcontractors, not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by the respective Subcontractor, to the extent of such Subcontractor's interest therein.

Article 6. Termination for Breach, etc.

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if he or any of his Subcontractors should violate any of the provisions of this Contract, the Owner may serve written notice upon him and his Surety of its intention to terminate this Contract, such notice to contain the reasons for such intention to terminate this Contract, and unless within ten (10) days after the serving of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work under the Contract and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his Surety shall be liable to the Owner for any excess cost or other damages occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the Contract, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the

Project and necessary therefore.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner.

Article 7. Owner's Right to Withhold Certain Amounts and Make Application Thereof

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against the Contractor or any Subcontractor for labor or materials furnished for the performance of this Contract.
- (b) For defective work not remedied.
- (c) For failure of the Contractor to make proper payments to his Subcontractors.

The Owner in its discretion may apply such withheld amount or amounts to the payment of such claims. In doing so, the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

Article 8. Extra, Additional or Omitted Work - Payment

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deduction from work to be performed or the materials to be furnished pursuant to this Contract.

No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract, and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized in behalf of the Owner. No charge for any extra work or any other change in this Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, and the price therefore is stated in such written authority.

Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition or deduction, shall be determined by one or more of the following methods:

- (a) By an acceptable lump-sum proposal from the Contractor.
- (b) By unit prices contained in the Contractor's proposal and incorporated in this Contract or fixed by subsequent agreement between the Owner and the Contractor.
- (c) By a cost method pursuant to which the Contractor shall be paid the cost of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed that which is specified in the 2010 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, Section 1-09.6 Force Account.

In computing cost, reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for security, old age and unemployment benefits, and workmen's compensation insurance and surety bond premiums shall be considered. No overhead and profit shall be allowed on deductions for social security, old age and unemployment benefits. All other expenditures not enumerated above shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner

stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless as ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing specification, action, condition, omission, default, or other situation obligates or may obligate the Owner to pay additional compensation to the Contractor or to grant an extension of the time for the completion of the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) day period shall be deemed a waiver and relinquishment of any such claim against the Owner. If such notice be given in apt time, the procedure for its consideration shall be as stated above in this Article.

Article 9. Assignment of Contract

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

Article 10. Subcontractors

- (a) Specialty Subcontractors shall be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty Subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that the performance of specialty work by Specialty Subcontractors will result in increased costs or inordinate delays.
- (b) The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by the Subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and Owner.
- (c) The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract.

Article 11. Compliance with Specifications of Materials or Equal Clause

Unless otherwise specifically provided in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be of the best available grade of their respective kinds. Whenever in the specifications any material, article, device, product, fixture, form, type of construction or process is indicated or specified by patent or proprietary name, by name of manufacturer or by catalogue number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired, and shall be deemed to be followed by the words "or equal," and if the Contractor proposed to make any substitution, he shall, at the time bids are submitted make any requests for such substitutions and accompany them with complete physical and technical data, name and address of authorized service representative and other pertinent data required. The Owner shall be the sole judge as to the quality of the substituted article.

Article 12. Inspection by Owner

The Owner and its representative shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his Subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the specifications require work to be successfully tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without approval or consent thereto by the Owner. Should any such work be covered up without notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

Article 13. Tests

The cost of any inspection and test of materials made by or at the request of the Owner shall be borne by the Owner.

Where such inspection and testing are to be conducted by an independent laboratory or agency, the sample or samples of materials to be tested shall be selected by such laboratory or agency, or the Owner's representative and not by the Contractor.

Article 14. Personal Interest of Owner's Officials

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

Article 15. Patents

The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including all costs and legal expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

Article 16. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor of any other Contractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by the Owner in the prosecution of the Project to the end that the Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the site of the Project. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous execution of some other contract or contracts, the Owner shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether the work under the Contracts can be coordinated so the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award of performance or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of the Owner respecting the order of precedences in the performance of contracts.

Article 17. Notice and Service Thereof

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

- (a) If the notice is given to the Owner, by personal delivery thereof to the individual duly authorized to direct and supervise the Project for the Owner; or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to the Owner for the attention of said individual, postage prepaid and registered.
- (b) If the notice is given to the Contractor, by personal delivery thereof, to said Contractor or to his foreman at the site of the Project; or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and registered.
- (c) If the notice is given to the Surety or any other person, by personal delivery to such Surety or other person; or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such Surety or other person at the address of such Surety or other person last communicated by him to the party giving notice, postage prepaid and registered.

Article 18. Materials, Services, Facilities, and Sanitary Provisions

- (a) It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Contract within the specified time.
- (b) The Contractor shall make proper sanitary arrangements for the convenience of all persons employed on the work and shall rigorously prohibit the committing of nuisances. The number, type, and location of such facilities shall be subject to the approval of the Owner.

Article 19. Warranty of Title

No material, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is

retained by the seller or supplier. The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or by the city. In the event of installation of any such metering device or equipment, the Contractor shall advise the Owner as to the owner thereof. Nothing contained in this Article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this Article shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

Article 20. Care of Work

- (a) The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by Owner.
- (b) The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.
- (c) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.
- (d) The Contractor shall shore up, brace, underpin and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site of the Project which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (e) In an emergency affecting the surety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act if instructed to do so by the Owner.

Article 21. Use of Premises

- (a) The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.
- (b) The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

Article 22. Removal of Debris, Cleaning, Etc.

The Contractor shall, as directed by the Owner during the project, remove and properly dispose of the

resultant dirt and debris, and keep the premises reasonably clean. Upon completion of the work, the Contractor shall remove all equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition, and do all other cleaning and washing required by the Specifications.

Article 23. General Guaranty

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor or liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall occur within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

Article 24. Insurance

- (a) In addition to such other insurance that may be required under this Contract, the Contractor shall provide adequate workmen's compensation insurance for all employees employed under this Contract on the Project who may come within the protection of workmen's compensation laws and shall provide employers' general liability insurance for the benefit of his employees not protected by such compensation laws; proof of such insurance satisfactory to the Owner shall be given.
- (b) All insurance required to be carried under this contract shall be written with such company as may be acceptable to the Owner. Satisfactory certificates of said insurance shall be filed with the Owner in triplicate prior to the commencement of operations by the Contractor.
- (c) The Contractor shall be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued in policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operations.
- (d) If the Contractor has fully satisfied the Owner of his responsibility and capacity under the applicable workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such a case, the insurance required by Paragraph (a) of this Article need not be provided.
- (e) In the event the form of any policy or certificate, or the amount of the insurance, or the companies writing same are not satisfactory to the Owner, the Contractor shall furnish other policies or certificates in form and amount with companies satisfactory to the Owner. The Contractor shall not cause any policy to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation.
- (f) The Contractor shall hold the Owner harmless from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to, loss or destruction of property or personal injury suffered by the Owner or any person, firm or corporation due to the negligence of the Contractor, its employees, agents and Subcontractors.

Article 25. Reports

The Contractor and each Subcontractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the Owner.

Article 26. Contract Security

- (a) The Contractor shall furnish a surety bond (or bonds) in form (or forms) satisfactory to the Owner as security of the faithful performance of the Contract, including the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The surety (or sureties) on such bond (or bonds) must be with a duly licensed surety company (or companies).
- (b) The Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the amount of the Contract.

Article 27. Accident Prevention and Safety Requirements

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

The Contractor is obligated to follow all requirements for safety practices that are appropriate to the trade being accomplished at the site.

Article 28. Eight-Hour Law and Payment for Labor

The Contract agrees that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day; provided that, in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half (1-1/2) times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday, or legal holidays, shall be performed without additional expense to the Owner.

Article 29. Compliance with Public Works, Wage Rates, Fringe Benefits, Etc., Required--Contractor to File Affidavit of Wage Rates

- (a) The prevailing rate of wage to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCS, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule or prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this Contract as though fully set forth herein.
- (b) The Contractor on or before the date of commencement of work shall file a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Subcontractor which shall be not less than the prevailing rate of wage. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.