



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, January 14, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. NOMINATION OF DEPUTY MAYOR

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Special City Council Meeting Minutes of December 17, 2019

B. Review of Commission, Committee and Board Meeting Minutes

C. AB20-001, a motion approving December 2019 and January 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust, and IRS 941 ACHs in the amount of \$144,282.34; and Vendor Check Numbers 24154 through 24189 with EFT and Direct Pay Payments in the amount of \$741,357.04. Total distributions submitted for review & authorization in the amount of \$885,639.38.

D. AB20-0487, adopting Resolution No. 20-0487, repealing and replacing Resolution No. 19-0445 making appointments to Positions on External Boards, Commissions, Committees, and other Organizations for the Year 2020

6. COUNCIL BUSINESS

A.. AB20-0488, adopting Resolution No. 20-0488, authorizing the Mayor to sign an agreement with Lake Tapps Construction Unlimited for the City Hall Front Lobby Remodel in the amount of \$126,055.30.

B.. AB20-0568, adopting Ordinance No. 20-0568, Chapter 2.33 - Code Enforcement Board

7. COUNCIL COMMENTS

8. ADJOURN



**CITY OF EDGEWOOD
SPECIAL COUNCIL MEETING SUMMARY**

December 17, 2019 – 7:00pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Mayor Eidinger called the special meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Deputy Mayor Tyron Christopherson, Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day, Councilmember Colleen Wise, Councilmember Rosanne Tomin, Councilmember Nate Lowry.

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, Police Chief Micah Lundborg, IT Director Matthew Ray, Interim City Attorney, Ann Marie J. Soto.

2. SWEAR IN NEWLY ELECTED COUNCILMEMBERS

City Clerk Rachel Pitzel swore in the elected officials for their new terms.

3. AUDIENCE COMMENT

Joe Mazukelli – Edgewood Veterinary Clinic

4. CONSENT AGENDA

The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of December 10, 2019,

B. AB19-051, a motion approving August 2019 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support, and IRS 941 ACHs in the amount of \$101,640.70; and Vendor Check Numbers 24139 through 24153 with EFT and Direct Pay Payments in the amount of \$80,085.14. Total distributions submitted for review & authorization in the amount of \$181,725.84.

Motion: As Presented, **Action:** Approve, **Moved by** Councilmember Colleen Wise, **Seconded by** Councilmember Rosanne Tomin.

Councilmember Day amended the motion to reflect December 2019 budgeted expenditures.

Motion: As Amended **Action:** Approved, **Moved By** Ryan Day, **Seconded by** Councilmember Rosanne Tomin.

5. COUNCIL BUSINESS

A. AB19-052, Development Review Discussion

Senior Planner Kristin Moerler briefed Council on this agenda item.

B. AB19-0485, a motion to adopt Resolution No. 19-0485, approving the Pascolo Estates Final Plat, located at 11611-32nd St. E.

Senior Planner Kristin Moerler briefed Council on this agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Deputy Mayor Tyron Christopherson, **Seconded by** Councilmember Colleen Wise.

C. AB19-0567, a motion adopting Ordinance No. 19-0567, 2019 Budget Amendment

Accounting Manager Stephanie Goff briefed Council on this agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Rosanne Tomin, **Seconded by** Councilmember Nate Lowry.

Assistant City Administrator Dave Gray noted the consent agenda had a typo on item B. in the read- it was for December not August (amended motion noted under consent agenda).

D. AB19-0486, a motion adopting Resolution No. 19-0486, authorizing the Mayor to execute agreements for a total amount to not exceed \$100,000 (including sales tax) to acquire, deliver, install, and provide utilities to a new mobile office building on city-owned property located at 10311 22nd Street E.

Public Works Director Jeremy Metzler, and Assistant City Administrator Dave Gray briefed Council on this agenda item. Discussion followed between Council, and staff.

Vote: Motion failed (**Summary:** Yes = 2, No = 5, Abstain = 0).

Yes: Deputy Mayor Tyron Christopherson, Councilmember Colleen Wise.

No: Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day, Councilmember Rosanne Tomin, Councilmember Nate Lowry.

E. AB19-053, discussion and report regarding the 2020 annual Comprehensive Plan Amendments

Community and Economic Development Director Groth gave an overview of this agenda item.

F. AB19-054, a motion approving the Internal Accounting & Administrative Control (IAAC) regarding Staff Procedures during City Facility Closure & Modified Hours of Operation

City Clerk Rachel Pitzel, and Assistant City Administrator Dave Gray briefed on this agenda item. Discussion ensued between Council and staff.

Councilmember Wise moved to amend the motion by amending the emergency call out for straight time and overtime to be 1.5 hourly rate and leave the four hour minimum.

Motion: Amended, **Action:** Failed, **Moved By** Colleen Wise, **Second by** No Second.

Councilmember Day moved to table the item until the next meeting so they could then review what the final language would be.

Motion: Table, **Action:** Approve, **Moved by** Councilmember Ryan Day, **Seconded by** Deputy Mayor Tyron Chistopherson.

6. COUNCIL COMMENTS

Councilmember Tomy
Councilmember West
Councilmember Creley

7. ADJOURN

Mayor Eiding adjourned the meeting at 8:46pm

Jill S. Herrera, Communications Coordinator/
Deputy City Clerk

Daryl Eiding, Mayor



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday, November 7, 2019 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Chair Levenhagen called the meeting to order at 6:04pm

2. ROLL CALL

Present: Brian Levenhagen, Caitlyn Remington, Jeff Southard, Linda Howard

Absent: Bill Hilton, Anne Percival (Excused)

City Staff: Public Works Director (PWD) Jeremy Metzler

3. PUBLIC COMMENT – None

4. STAFF UPDATES – PWD Metzler updated PRAB members on current staffing and assignments.

5. APPROVAL OF MEETING MINUTES

L. Howard **MOVED**, seconded by C. Remington to approve the October 3, 2019 Minutes.
APPROVED.

6. OLD BUSINESS

- **Annual Tri-Jurisdictional Meeting Debrief:**

C. Remington reported to other members regarding meeting with Fife and Milton boards, review of calendar and planning for 2020. Interest was expressed in a combined Parks Appreciation Day celebration / debrief, to be discussed in more detail at a future meeting. The three groups established communication liaisons, and C. Remington volunteered for Edgewood.

- **36th & Meridian Update:**

PWD Metzler updated PRAB members on status, recent review meeting with Berger, supplemental studies and coordination efforts. New wetland area identified by Raedeke near drainage culvert at 36th St E requires some additional mitigation and revision to the civil design, but strategy moving forward will keep project in 2020 construction window.

- **Nelson Nature Park Bridge – Status Update:**

PWD Metzler affirmed the bridge repair was completed. Members expressed interest in formal recognition, possibly at the annual joint meeting with City Council. To be discussed more at future meeting.

- **Movie Nights – PRAB Participation / Sign-up:**

PRAB members discussed the October 11 event, great attendance. PRAB members affirmed the following list:

- November 8 (Ralph Wrecks the Internet) – *Councilmember Wise*
- December 13 (The Grinch (2018)) – B. Levenhagen
- January 10 (Detective Pikachu) – B. Hilton
- February 21 (My Little Pony: The Movie) – A. Percival
- March 13 (Lego Movie 2) – **TBD**
- April 10 (How to Train Your Dragon 3) – **TBD**

- **Tree Lighting Prep:**

PWD Metzler set a meeting with L. Howard and Mayor Eidinger, and anyone else interested in attending, for 1:00p on Friday, November 15, 2019 to make final arrangements in preparation for this year's event. Some further discussion regarding trimming of the tree and possible singing options.

7. **NEW BUSINESS**

- **Parks Level of Service: DEFERRING TO FUTURE MEETING**

8. **BOARD MEMBER COMMENTS**

- **B. Levenhagen:** Will not be present for December meeting (out of state).

9. **ADJOURN** – 6:42pm

DRAFT



CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES

Monday, November 18, 2019 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:01 PM
 - A. **Commissioners Present:** Guillory; Overfield; Goode; Wagner; Ramirez; Pincas; Slate
 - B. **Commissioners Absent:** None
 - C. **Staff Member(s) Present:** Darren Groth, Community Development Director
Evan Hietpas, Planning Technician
 - D. **Others Present:** None
2. **CONSENT AGENDA:** Pincas moved to APPROVE as presented, Wagner seconded. Commission voted 7-0 to approve the Consent Agenda.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **NEW BUSINESS:**
 - A. **Action Items:** None
 - B. **Discussion Item(s):**
 - i. 2020 Comprehensive Plan/ Future Land Use Map
 - a. Groth opened discussion and presented Commissioners with the opportunity to provide feedback on possible Comprehensive Plan Amendments
 - b. Commissioners proposed that the Current Zoning Map should be made consistent with the Future Land Use Map.
 - c. Discussion ensued. The discussion focused on the level of services available off of West Valley Hwy E, and whether or not this area of the City seemed most compatible with Commercial or Residential development.
 - d. Staff will research historic records to look for a determination on why the Future Land Use Map shows zoning that is inconsistent with the Current Zoning Map.
 - e. Further discussion ensued around the Public zoning district, the Economic Study Overlay and the Business Park zoning district.
 - f. Groth informed the Planning Commission that they should expect to have an Action Item related to this discussion item for the December 9th meeting.
 - ii. 2020 Work Plan
 - a. Groth opened the discussion, and encouraged Commissioners to brainstorm possible 2020 Planning Commission Work Plan items.
 - b. Discussion ensued. Commissioners mentioned that several 2019 Work Plan items could be kept for 2020. Street Light Standards were brought up as a possible addition to the Work Plan.



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, November 18, 2019 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

iii. 2019 Work Plan

- a. Groth asked for any questions, comments, or concerns in regards to current work plan items.
- b. Discussion ensued. Commissioners determined that several 2019 Work Plan items may remain as 2020 Work Plan items.

6. STAFF COMMENTS:

Groth updated Commissioners on the Request for Proposal study being completed by BERK Consulting.

7. COMMISSIONER UPDATES:

Pincas announced that she will not be present for the December meeting. Commissioners asked to receive the meeting agendas on the Thursday before the meeting if possible.

8. ADJOURN:

Chair Overfield adjourned the meeting at 7:16 PM



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-001 , a motion approving December 2019 and January 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust, and IRS 941 ACHs in the amount of \$144,282.34; and Vendor Check Numbers 24154 through 24189 with EFT and Direct Pay Payments in the amount of \$741,357.04. Total distributions submitted for review & authorization in the amount of \$885,639.38.	Agenda Item #: AB20-001
	For Agenda of: 1/14/2020
	Prepared by: Stephanie Goff
Attachments (list): 1. 011420 Claims Register 2. 011420 Voucher Directory 3. Per 13-1 Voucher Directory	
Approval of Materials: Stephanie Goff Rachel Pitzel 1/10/2020 Dave Gray 1/10/2020 Daryl Eidinger 1/10/2020	Expenditure Required: \$885,639.38
	Amount Budgeted: N/A
	Timeline: N/A

Summary Statement:

Approving December 2019 and January 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust, and IRS 941 ACHs in the amount of \$144,282.34; and Vendor Check Numbers 24154 through 24189 with EFT and Direct Pay Payments in the amount of \$741,357.04. Total distributions submitted for review & authorization in the amount of \$885,639.38.

Item History:

N/A

Recommended Action:

MOTION to approve the Claims and Payroll Expenditures as presented under the Consent Agenda.

Fiscal Note/Consideration:

December 17th 2019 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10609 Last Number Issued Previous Authorization			
AWC EFT 12/31/19	AWC Employee Benefit Trust	12/31/2019	\$40,682.15
DCP EFT 12/31/19	Deferred Compensation Program	12/31/2019	\$12,958.68
DCS EFT 12/31/19	WA State Support Registry	12/31/2019	\$275.00
Direct Deposit Run - 12/	Payroll Vendor	12/31/2019	\$63,631.61
DRS EFT 12/31/19	Dept of Retirement Systems	12/31/2019	\$16,719.35
IRS EFT 12/31/19	IRS 941	12/31/2019	\$10,015.55
Total			\$144,282.34

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24153 Last Number Issued Previous Authorization			
24154	Thompson, Aaryn L	12/30/2019	\$250.00
24155	AHBL	1/14/2020	\$9,749.09
24156	Berk Consulting	1/14/2020	\$4,811.20
24157	Cintas Corporation	1/14/2020	\$456.65
24158	City of Sumner	1/14/2020	\$513.00
24159	Code Publishing Inc.	1/14/2020	\$284.78
24160	Drain-Pro	1/14/2020	\$494.00
24161	East Pierce Fire & Rescue	1/14/2020	\$584.81
24162	FCS Group	1/14/2020	\$575.00
24163	Gray & Osborne, Inc	1/14/2020	\$14,311.12
24164	Julie Dyer	1/14/2020	\$490.00
24165	Lakehaven Water & Sewer District	1/14/2020	\$92.52
24166	Madrona Law Group, PLLC	1/14/2020	\$12,213.00
24167	Matvey Foundation Repair	1/14/2020	\$12,253.85
24168	Office Depot	1/14/2020	\$409.55
24169	Petersen Brothers, Inc.	1/14/2020	\$61.82
24170	Pierce County Budget & Finance Jail	1/14/2020	\$337.45
24171	Pierce County Budget & Finance PW	1/14/2020	\$15,398.10
24172	Pierce County Budget & Finance Sheriff	1/14/2020	\$451,103.43
24173	Red Wing Shoe Store	1/14/2020	\$142.99
24174	Sterling Automotive Service	1/14/2020	\$61.60
24175	The News Tribune	1/14/2020	\$1,199.05
24176	The Police and Sheriffs Press	1/14/2020	\$186.13
24177	Transpo Group	1/14/2020	\$5,314.87
24178	Utilities Underground Location Center	1/14/2020	\$96.75
24179	WA State Treasurer	1/14/2020	\$1,246.25
24180	A & R Services dba Angela Rojo	1/14/2020	\$835.00
24181	Association of WA Cities	1/14/2020	\$8,437.00
24182	Code Publishing Inc.	1/14/2020	\$480.00
24183	Department of Ecology	1/14/2020	\$4,486.86
24184	Drain-Pro	1/14/2020	\$489.00
24185	Legend Data Systems, Inc., dba Legend ID	1/14/2020	\$47.53
24186	Philips Publishing Group	1/14/2020	\$5,724.54
24187	Pierce County Budget & Finance PW	1/14/2020	\$34,401.03
24188	Wa. Cities Insurance Authority	1/14/2020	\$80,588.00
24189	WWC of ICC	1/14/2020	\$80.00
Direct Pay Payment 1/	Monarch Landscape Holdings	1/14/2020	\$1,129.77
Direct Pay Payment 1/	Public Finance Inc.	1/14/2020	\$1,315.70
Direct Pay Payment 1/	Amazon Capital Services	1/14/2020	\$1,329.63
Direct Pay Payment 1/	American Traffic Solutions	1/14/2020	\$44,282.26
Direct Pay Payment 1/	CDW Government	1/14/2020	\$2,364.21
EFT Payment 1/10/	Century Link	1/14/2020	\$259.69
EFT Payment 1/10/	Comcast	1/14/2020	\$1,343.88
EFT Payment 1/10/	Department of Labor & Industries	1/14/2020	\$134.10

EFT Payment 1/10/	Smash, Inc.	1/14/2020	\$5.00
EFT Payment 1/10/	Verizon Wireless	1/14/2020	\$939.81
EFT Payment 1/10/	Wells Fargo Vendor Fin Serv	1/14/2020	\$368.17
EFT Payment 1/10/	Crystal Springs	1/14/2020	\$148.68
EFT Payment 1/10/	McLendon Hardware-Blue Tarp Credit Services	1/14/2020	\$153.61
EFT Payment 1/10/	Mt. View-Edgewood Water Co.	1/14/2020	\$368.62
EFT Payment 1/10/	O'Reilly Auto Parts	1/14/2020	\$31.83
EFT Payment 1/10/	Puget Sound Energy	1/14/2020	\$10,447.53
EFT Payment 1/10/	Shell	1/14/2020	\$687.03
EFT Payment 1/10/	US Bank Corporate Payment System	1/14/2020	\$3,449.65
EFT Payment 1/2/2020	Puget Sound Energy	1/14/2020	\$4,361.90
EFT Payment 1/2/2020	US Bank ACH/EFT	1/14/2020	\$30.00
Total Claims Voucher Distribution			\$741,357.04
Total Distribution Submitted for Review & Authorization			\$885,639.38
Authorization Adjustments:			
Total Distribution Net of Prior Authorized Adjustments			\$885,639.38
Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor			
_____ Accounting Manager, Stephanie Goff			
_____ Mayor, Daryl Eiding			
_____ Council Member			



Voucher Directory

Fiscal: : 2020 - January
Council Date: : 2020 - January - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	24180			2020 - January - 1st Council Meeting	
		488			
			January Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for January	
		Total 488			\$835.00
	Total 24180				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Association of WA Cities					
	24181			2020 - January - 1st Council Meeting	
		78471			
			2020 AWC City Membership		
			001-018-000-518-20-49-01	Memberships	\$8,202.00
				2020 AWC City Membership	
		Total 78471			\$8,202.00
		78718			
			2020 AWC Drug & Alcohol Consortium Membership		
			001-018-000-518-20-49-01	Memberships	\$235.00
				2020 AWC Drug & Alcohol Consortium Membership	
		Total 78718			\$235.00
	Total 24181				\$8,437.00
Total Association of WA Cities					\$8,437.00
Century Link					
	EFT Payment 1/10/2020 1:10:11 PM - 1			2020 - January - 1st Council Meeting	
		253-927-2018 680B 12/25/19-1/25/20			
			12/25/19-1/25/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$129.48
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 12/25/19-1/25/20			\$129.48
		253-952-3537 889B 12/22/19-1/22/20			
			12/22/19-1/22/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$130.21

Vendor	Number	Reference	Account Number	Description	Amount
				Fax Line	
			Total 253-952-3537 889B 12/22/19-1/22/20		\$130.21
			Total EFT Payment 1/10/2020 1:10:11 PM - 1		\$259.69
Total Century Link					\$259.69
Code Publishing Inc.	24182			2020 - January - 1st Council Meeting	
		65678			
			2020-2021 Annual Web Fees		
			001-018-000-514-30-42-06	Website Services	\$480.00
				EMC Web Hosting	
		Total 65678			\$480.00
	Total 24182				\$480.00
Total Code Publishing Inc.					\$480.00
Comcast					
		EFT Payment 1/10/2020 1:10:11 PM - 2		2020 - January - 1st Council Meeting	
		8498 35 021 0458551 12/25/19-1/24/20			
			12/25/19-1/24/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$293.53
				City Hall Internet	
		Total 8498 35 021 0458551 12/25/19-1/24/20			\$293.53
		92996688			
			12/15/19-1/14/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,050.35
				City Hall Phones	
		Total 92996688			\$1,050.35
		Total EFT Payment 1/10/2020 1:10:11 PM - 2			\$1,343.88
Total Comcast					\$1,343.88
Department of Ecology	24183			2020 - January - 1st Council Meeting	
		2020-WAR045006			
			FY2020 7/1/19-6/30/20		
			410-000-000-531-38-51-01	Storm Drainage-Permit Fees-Intergov	\$4,486.86
				Water Quality Program-SW PH 2	
		Total 2020-WAR045006			\$4,486.86
	Total 24183				\$4,486.86
Total Department of Ecology					\$4,486.86

Vendor	Number	Reference	Account Number	Description	Amount
Department of Labor & Industries					
		EFT Payment 1/10/2020 1:10:11 PM - 3		2020 - January - 1st Council Meeting	
		254909			
			2020 Elevator Operating Certificate		
			001-018-000-518-30-45-07	Operating Permits	\$134.10
				2020 Elevator Operating Certificate	
		Total 254909			\$134.10
		Total EFT Payment 1/10/2020 1:10:11 PM - 3			\$134.10
Total Department of Labor & Industries					\$134.10
Drain-Pro					
	24184			2020 - January - 1st Council Meeting	
		63618			
			Edgemont park		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
				Edgemont Park	
		Total 63618			\$145.00
		63619			
			Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
				Nelson Nature Park	
		Total 63619			\$145.00
		63620			
			Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$99.50
				Nelson Farm	
		Total 63620			\$99.50
		63621			
			Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$99.50
				Trailhead Park	
		Total 63621			\$99.50
	Total 24184				\$489.00
Total Drain-Pro					\$489.00
Legend Data Systems, Inc., dba Legend ID					
	24185			2020 - January - 1st Council Meeting	
		128271			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$47.53
				Photo ID Cards-N.Montes de Oca,J.Blaine,A.Thompson	
		Total 128271			\$47.53
	Total 24185				\$47.53
Total Legend Data Systems, Inc., dba Legend ID					\$47.53

Vendor	Number	Reference	Account Number	Description	Amount
Monarch Landscape Holdings					
	Direct Pay Payment 1/10/2020 1:10:38 PM - 1		2020 - January - 1st Council Meeting		
		CD50060493			
			January Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,129.77
				January Services	
		Total CD50060493			\$1,129.77
	Total Direct Pay Payment 1/10/2020 1:10:38 PM - 1				\$1,129.77
Total Monarch Landscape Holdings					\$1,129.77
Philips Publishing Group					
	24186		2020 - January - 1st Council Meeting		
		30988			
			Winter 2020 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$5,724.54
				Winter 2020 Magazine	
		Total 30988			\$5,724.54
	Total 24186				\$5,724.54
Total Philips Publishing Group					\$5,724.54
Pierce County Budget & Finance PW					
	24187		2020 - January - 1st Council Meeting		
		CI-280870			
			2020 SW Management Services		
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$34,401.03
				2020 SW Management Services	
		Total CI-280870			\$34,401.03
	Total 24187				\$34,401.03
Total Pierce County Budget & Finance PW					\$34,401.03
Public Finance Inc.					
	Direct Pay Payment 1/10/2020 1:10:38 PM - 2		2020 - January - 1st Council Meeting		
		0002206			
			1st Qtr 2020 LID Services		
			202-000-000-535-10-41-01	Professional Services	\$1,315.70
				1st Qtr 2020 LID Services	
		Total 0002206			\$1,315.70
	Total Direct Pay Payment 1/10/2020 1:10:38 PM - 2				\$1,315.70
Total Public Finance Inc.					\$1,315.70
Smarsh, Inc.					
	EFT Payment 1/10/2020 1:10:11 PM - 4		2020 - January - 1st Council Meeting		
		INV00569066			
			12/1/19-9/30/2020 Annual Archiving		
			001-018-000-518-85-49-03	Computer Subscriptions	\$5.00

Vendor	Number	Reference	Account Number	Description	Amount
				Annual Archiving	
		Total INV00569066			\$5.00
		Total EFT Payment 1/10/2020 1:10:11 PM - 4			\$5.00
Total Smarsh, Inc.					\$5.00
Verizon Wireless					
		EFT Payment 1/10/2020 1:10:11 PM - 5		2020 - January - 1st Council Meeting	
		9844933188			
			12/24/19-1/23/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$939.81
				12/24/19-1/23/20 Services	
		Total 9844933188			\$939.81
		Total EFT Payment 1/10/2020 1:10:11 PM - 5			\$939.81
Total Verizon Wireless					\$939.81
Wa. Cities Insurance Authority					
		24188		2020 - January - 1st Council Meeting	
		14668			
			2020 Insurance Premium		
			001-018-000-518-90-46-50	WCIA Insurance Premium	\$80,588.00
				WCIA Insurance Premium	
		Total 14668			\$80,588.00
		Total 24188			\$80,588.00
Total Wa. Cities Insurance Authority					\$80,588.00
Wells Fargo Vendor Fin Serv					
		EFT Payment 1/10/2020 1:10:11 PM - 6		2020 - January - 1st Council Meeting	
		5008495748			
			January Lease		
			001-018-000-518-30-45-06	Copier Lease	\$368.17
				January Lease-Kyocera Copier	
		Total 5008495748			\$368.17
		Total EFT Payment 1/10/2020 1:10:11 PM - 6			\$368.17
Total Wells Fargo Vendor Fin Serv					\$368.17

Vendor	Number	Reference	Account Number	Description	Amount
WWC of ICC	24189			2020 - January - 1st Council Meeting	
		010120-WWC ICC			
				2020 Membership Registration	
			001-058-000-558-50-49-01	Memberships	\$80.00
				Dues for D.Mundy, C.McVay, J.Tumelson, G.Mehr	
		Total 010120-WWC ICC			\$80.00
	Total 24189				\$80.00
Total WWC of ICC					\$80.00
Grand Total		Vendor Count	18		\$141,065.08



Voucher Directory

Fiscal: : 2019 - December
Council Date: : 2019 - December - Period 13-1

Vendor	Number	Reference	Account Number	Description	Amount
AHBL	24155			2019 - December - Period 13-1	
		116421			
			9/26-10/25 On-Call Services		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,519.55
				9/26-10/25 On-Call Services	
		Total 116421			\$1,519.55
		116422			
			9/26-10/25 On-Site Staffing		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$3,900.00
				9/26-10/25 On-Site Staffing	
		Total 116422			\$3,900.00
		116423			
			9/26-10/25 McCutcheon RUP 19-1134		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$275.00
				9/26-10/25 McCutcheon RUP 19-1134	
		Total 116423			\$275.00
		116425			
			9/26-10/25 The Learning Center 17-1488		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$110.00
				9/26-10/25 The Learning Center 17-1488	
		Total 116425			\$110.00
		116987			
			10/26-11/25 On-Call Services		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,194.54
				10/26-11/25 On-Call Services	
		Total 116987			\$1,194.54
		116990			
			10/26-11/25 On-Site Staffing		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,870.00
				10/26-11/25 On-Site Staffing	
		Total 116990			\$1,870.00
		116991			
			10/26-11/25 Barth Preliminary Plat 18-1147		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$577.50
				10/26-11/25 Barth Preliminary Plat 18-1147	
		Total 116991			\$577.50

Vendor	Number	Reference	Account Number	Description	Amount
		116995			
			10/26-11/25 The Learning Center 17-1488		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$302.50
				10/26-11/25 The Learning Center 17-1488	
		Total 116995			\$302.50
	Total 24155				\$9,749.09
Total AHBL					\$9,749.09
Amazon Capital Services					
		Direct Pay Payment 1/10/2020 12:47:58 PM - 1	2019 - December - Period 13-1		
		1CMX-LJYN-6JD7			
			December Return		
			001-021-000-521-20-35-02	Office Furniture	(\$30.47)
				Drawer Organizer	
		Total 1CMX-LJYN-6JD7			(\$30.47)
		1CMX-LJYN-6Q1K			
			December Return		
			001-021-000-521-20-35-02	Office Furniture	(\$39.18)
				Drawer Organizer	
		Total 1CMX-LJYN-6Q1K			(\$39.18)
		1FCT-FGPV-JJ7H			
			December Purchases		
			001-018-000-518-85-31-03	Computer Hardware	\$571.44
				(4) Monitors-J.Blaine, Surplus Supply	
		Total 1FCT-FGPV-JJ7H			\$571.44
		1GJQ-GG4M-V919			
			December Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$327.49
				TV- CH Lobby	
		Total 1GJQ-GG4M-V919			\$327.49
		1MQJ-PYPG-PCPH			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$72.56
				Paper Plates, Planner, Folders	
		Total 1MQJ-PYPG-PCPH			\$72.56
		1PTL-3QKY-6PHN			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$38.34
				Sharpies, Double-Sided Tape, AA Batteries	
		Total 1PTL-3QKY-6PHN			\$38.34
		1PTL-3QKY-GQX3			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$40.76
				(4) HDMI Adapters	
		Total 1PTL-3QKY-GQX3			\$40.76

Vendor	Number	Reference	Account Number	Description	Amount
		1YD7-RM4N-37L1			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$328.57
				3 Laptop Bags, 3 Hard Drives, Portable DVD Player, External Hard Drive Reader	
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$20.12
				12 Work Gloves, Quart Size Storage Bags	
		Total 1YD7-RM4N-37L1			\$348.69
		Total Direct Pay Payment 1/10/2020 12:47:58 PM - 1			\$1,329.63
		Total Amazon Capital Services			\$1,329.63
American Traffic Solutions					
		Direct Pay Payment 1/10/2020 12:47:58 PM - 2	2019 - December - Period 13-1		
		INV00030094			
			October Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$44,282.26
				October Services	
		Total INV00030094			\$44,282.26
		Total Direct Pay Payment 1/10/2020 12:47:58 PM - 2			\$44,282.26
		Total American Traffic Solutions			\$44,282.26
Berk Consulting					
	24156		2019 - December - Period 13-1		
		10439-12-19			
			Prj. R0010439		
			001-058-000-558-70-41-26	Economic Development Services	\$4,811.20
				Town Center Market Analysis and Economic Development	
		Total 10439-12-19			\$4,811.20
	Total 24156				\$4,811.20
	Total Berk Consulting				\$4,811.20
CDW Government					
		Direct Pay Payment 1/10/2020 12:47:58 PM - 3	2019 - December - Period 13-1		
		WBR7292			
			PO 2019036		
			001-018-000-518-85-64-02	New Computer Software	\$430.81
				Acrobat Pro 2017	
		Total WBR7292			\$430.81
		WFW1445			
			PO 2019026-Credit		
			001-018-000-518-85-31-03	Computer Hardware	(\$1,252.27)
				Windows License (x6)	
		Total WFW1445			(\$1,252.27)
		WGL6496			
			PO 2019037		
			001-018-000-518-85-31-03	Computer Hardware	\$366.12

Vendor	Number	Reference	Account Number	Description	Amount
			(2) Docking Stations		
		Total WGL6496			\$366.12
		WGL8740			
		PO 2019037			
		001-018-000-594-18-64-02	Cap Exp-Computer Hardware		\$2,819.55
			(2) Laptops-D.Gray, R.Pitzel		
		Total WGL8740			\$2,819.55
		Total Direct Pay Payment 1/10/2020 12:47:58 PM - 3			\$2,364.21
Total CDW Government					\$2,364.21
Cintas Corporation					
24157			2019 - December - Period 13-1		
		4036726078			
		December Services			
		001-018-000-518-30-41-01	Professional Services		\$117.72
			Uniforms		
		Total 4036726078			\$117.72
		4037262612			
		December Services			
		001-018-000-518-30-41-01	Professional Services		\$113.03
			Uniforms		
		Total 4037262612			\$113.03
		4037844409			
		December Services			
		001-018-000-518-30-41-01	Professional Services		\$116.78
			Uniforms		
		Total 4037844409			\$116.78
		4038536867			
		December Services			
		001-018-000-518-30-41-01	Professional Services		\$109.12
			Uniforms		
		Total 4038536867			\$109.12
		Total 24157			\$456.65
Total Cintas Corporation					\$456.65
City of Sumner					
24158			2019 - December - Period 13-1		
		123119-COS			
		4th Qtr 2019 Animal Licenses			
		650-000-000-589-10-00-05	Animal Licenses		\$513.00
			4th Qtr 2019 Animal Licenses		
		Total 123119-COS			\$513.00
		Total 24158			\$513.00
Total City of Sumner					\$513.00

Vendor	Number	Reference	Account Number	Description	Amount
Code Publishing Inc.	24159			2019 - December - Period 13-1	
		65524			
			December Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$284.78
				EMC Updates	
		Total 65524			\$284.78
Total 24159					\$284.78
Total Code Publishing Inc.					\$284.78
Crystal Springs					
	EFT Payment 1/10/2020 12:46:54 PM - 1			2019 - December - Period 13-1	
		15787820 010120			
			Acct# 698722615787820		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$148.68
				CH Water Delivery	
		Total 15787820 010120			\$148.68
	Total EFT Payment 1/10/2020 12:46:54 PM - 1				\$148.68
Total Crystal Springs					\$148.68
Drain-Pro					
	24160			2019 - December - Period 13-1	
		60691			
			10/6-11/2/19 Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$150.00
				10/6-11/2/19 Edgemont Park	
		Total 60691			\$150.00
		60692			
			10/6-11/2/19 Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
				10/6-11/2/19 Nelson Nature Park	
		Total 60692			\$145.00
		60693			
			10/6-11/2/19 Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$99.50
				10/6-11/2/19 Nelson Farm	
		Total 60693			\$99.50
		60694			
			10/6-11/22/19 Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$99.50
				10/6-11/22/19 Trailhead Park	
		Total 60694			\$99.50
Total 24160					\$494.00
Total Drain-Pro					\$494.00

Vendor	Number	Reference	Account Number	Description	Amount
East Pierce Fire & Rescue					
	24161		2019 - December - Period 13-1		
		123119-EPF			
			4th Quarter 2019 Fire Plan Review Fees		
			650-000-000-589-10-00-06	Fire Plan Review	\$584.81
			4th Quarter 2019 Fire Plan Review Fees		
		Total 123119-EPF			\$584.81
	Total 24161				\$584.81
Total East Pierce Fire & Rescue					\$584.81
FCS Group					
	24162		2019 - December - Period 13-1		
		3074-21912015			
			Dec Services-Prj 3074		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$575.00
			Utility Tax Review		
		Total 3074-21912015			\$575.00
	Total 24162				\$575.00
Total FCS Group					\$575.00
Gray & Osborne, Inc					
	24163		2019 - December - Period 13-1		
		1-G&O Prj.18626.07			
			36th & Meridian Park Phase 1		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$514.23
			36th & Meridian Park Phase 1		
		Total 1-G&O Prj.18626.07			\$514.23
		10-G&O Prj.18626.00			
			On-Call Engineering Services		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	\$83.88
			36th & Meridian Park		
		Total 10-G&O Prj.18626.00			\$83.88
		16-G&O Prj.18626.01			
			56th St E SW Improvements		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	\$6,558.00
			56th St E SW Improvements		
		Total 16-G&O Prj.18626.01			\$6,558.00
		3-G&O Prj.19614.00			
			General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$3,882.98
			General Sewer Plan Update		
		Total 3-G&O Prj.19614.00			\$3,882.98
		6-G&O Prj.18626.06			
			City Hall Lobby Remodel		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$2,849.40

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Lobby Remodel	
		Total 6-G&O Prj.18626.06			\$2,849.40
		7-G&O Prj.18626.03			
			24th & Meridian Sidewalks		
			350-000-000-595-61-63-01	Pedestrian Projects	\$422.63
				24th & Meridian Sidewalks	
		Total 7-G&O Prj.18626.03			\$422.63
	Total 24163				\$14,311.12
Total Gray & Osborne, Inc					\$14,311.12
Julie Dyer					
	24164			2019 - December - Period 13-1	
		1002-JD			
			December Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$490.00
				IT Consulting Services- December	
		Total 1002-JD			\$490.00
	Total 24164				\$490.00
Total Julie Dyer					\$490.00
Lakehaven Water & Sewer District					
	24165			2019 - December - Period 13-1	
		3574701 10/9-12/9/19			
			10/9-12/9/19 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$92.52
				City Hall	
		Total 3574701 10/9-12/9/19			\$92.52
	Total 24165				\$92.52
Total Lakehaven Water & Sewer District					\$92.52
Madrona Law Group, PLLC					
	24166			2019 - December - Period 13-1	
		10035			
			December Services		
			001-019-000-515-41-41-01	Legal Services-External	\$11,960.00
				December Services	
		Total 10035			\$11,960.00
		10036			
			December Services		
			001-019-000-515-41-41-01	Legal Services-External	\$253.00
				December Services	
		Total 10036			\$253.00
	Total 24166				\$12,213.00
Total Madrona Law Group, PLLC					\$12,213.00

Vendor	Number	Reference	Account Number	Description	Amount
Matvey Foundation Repair	24167				
			2019 - December - Period 13-1		
		121319-MFR			
			December Services		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$12,253.85
				PolyLEVEL Street Repair-PO#2019033	
		Total 121319-MFR			\$12,253.85
	Total 24167				\$12,253.85
Total Matvey Foundation Repair					\$12,253.85
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 1/10/2020 12:46:54 PM - 2				
		G75213/3			
			December Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$76.50
				20'x30' Tarp	
			410-000-000-531-38-31-01	Operational Supplies	\$8.28
				2- 5 Gal. Buckets	
		Total G75213/3			\$84.78
		G78766/3			
			December Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$36.06
				12'x16' Tarp	
		Total G78766/3			\$36.06
		G90558/3			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$32.77
				Gloves, Salt Bags	
		Total G90558/3			\$32.77
	Total EFT Payment 1/10/2020 12:46:54 PM - 2				\$153.61
Total McLendon Hardware-Blue Tarp Credit Services					\$153.61
Mt. View-Edgewood Water Co.					
	EFT Payment 1/10/2020 12:46:54 PM - 3				
		15690-3401 10/11-12/10/19			
			10/11-12/10/19 Services		
			001-018-000-518-30-47-02	Water	\$160.81
				Nelson Farm	
		Total 15690-3401 10/11-12/10/19			\$160.81
		19143-3401 10/11-12/10/19			
			10/11-12/10/19 Services		
			001-018-000-518-30-47-02	Water	\$53.62
				118th Ave E	
		Total 19143-3401 10/11-12/10/19			\$53.62

Vendor	Number	Reference	Account Number	Description	Amount
		2-3401 10/11-12/10/19			
			10/11-12/10/19 Services		
			001-018-000-518-30-47-02	Water	\$154.19
				Edgemont Park	
		Total 2-3401 10/11-12/10/19			\$154.19
		Total EFT Payment 1/10/2020 12:46:54 PM - 3			\$368.62
Total Mt. View-Edgewood Water Co.					\$368.62
Office Depot					
	24168		2019 - December - Period 13-1		
		412624149001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$102.44
				Coffee Decanter, Planners/Calendars, Notebooks	
		Total 412624149001			\$102.44
		412624365001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$5.60
				Poly String Envelopes	
		Total 412624365001			\$5.60
		413096984001			
			December Return		
			001-018-000-518-20-31-01	Office & Operational Supplies	(\$11.42)
				Planner Insert	
		Total 413096984001			(\$11.42)
		419290503001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$260.14
				Paper Towels, Toilet Paper, Copy Paper	
		Total 419290503001			\$260.14
		420733538001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$52.79
				File Folders	
		Total 420733538001			\$52.79
	Total 24168				\$409.55
Total Office Depot					\$409.55
O'Reilly Auto Parts					
		EFT Payment 1/10/2020 12:46:54 PM - 4	2019 - December - Period 13-1		
		3725-283981			
			December Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$16.47
				Cargo Straps for Snowplow	
		Total 3725-283981			\$16.47

Vendor	Number	Reference	Account Number	Description	Amount
		3725-286086			
			December Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$15.36
				Supplies for Guardrail	
		Total 3725-286086			\$15.36
		Total EFT Payment 1/10/2020 12:46:54 PM - 4			\$31.83
Total O'Reilly Auto Parts					\$31.83
Petersen Brothers, Inc.					
24169			2019 - December - Period 13-1		
		101148894568			
			December Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$61.82
				Supplies for Guardrail	
		Total 101148894568			\$61.82
		Total 24169			\$61.82
Total Petersen Brothers, Inc.					\$61.82
Pierce County Budget & Finance Jail					
24170			2019 - December - Period 13-1		
		CI-280138			
			November Services		
			001-021-000-523-60-41-01	Jail Services	\$337.45
				November Services	
		Total CI-280138			\$337.45
		Total 24170			\$337.45
Total Pierce County Budget & Finance Jail					\$337.45
Pierce County Budget & Finance PW					
24171			2019 - December - Period 13-1		
		CI-279892			
			November Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$515.23
				November Services	
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$3,823.59
				November Services	
			101-000-000-542-90-43-01	Travel/Training Costs	\$110.13
				November Services	
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$4,527.14
				November Services	
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$5,518.50
				November Services	
			410-000-000-531-38-43-01	Training/Travel Costs	\$110.13
				November Services	
		Total CI-279892			\$14,604.72

Vendor	Number	Reference	Account Number	Description	Amount
		CI-281089			
			December Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$793.38
				December Services	
		Total CI-281089			\$793.38
	Total 24171				\$15,398.10
Total Pierce County Budget & Finance PW					\$15,398.10
Pierce County Budget & Finance Sheriff					
24172			2019 - December - Period 13-1		
		CI-278211			
			November Services		
			001-021-000-521-20-41-01	Police Services	\$227,412.58
				November Services	
		Total CI-278211			\$227,412.58
		CI-279391			
			December Services		
			001-021-000-521-20-41-01	Police Services	\$212,461.25
				December Services	
		Total CI-279391			\$212,461.25
		CI-279872			
			November Services-OT		
			001-021-000-521-20-41-02	Police Overtime	\$11,229.60
				November Services-OT	
		Total CI-279872			\$11,229.60
	Total 24172				\$451,103.43
Total Pierce County Budget & Finance Sheriff					\$451,103.43
Puget Sound Energy					
	EFT Payment 1/2/2020 3:29:12 PM - 1		2019 - December - Period 13-1		
		300000011233 November 2019			
			November Statement		
			001-018-000-518-30-47-01	Electricity	\$4,361.90
				November Statement	
		Total 300000011233 November 2019			\$4,361.90
	Total EFT Payment 1/2/2020 3:29:12 PM - 1				\$4,361.90
	EFT Payment 1/10/2020 12:46:54 PM - 5		2019 - December - Period 13-1		
		90652877			
			Job# 105091323		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$9,379.29
				Pole Services	
		Total 90652877			\$9,379.29
		90652878			
			Job# 105091279		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$1,068.24

Vendor	Number	Reference	Account Number	Description	Amount
				Pole Services	
		Total 90652878			\$1,068.24
		Total EFT Payment 1/10/2020 12:46:54 PM - 5			\$10,447.53
Total Puget Sound Energy					\$14,809.43
Red Wing Shoe Store					
	24173			2019 - December - Period 13-1	
		44440			
			December Purchases		
			001-018-000-518-20-31-13	Safety Equipment	\$142.99
				Safety Boots- R.Pederson	
		Total 44440			\$142.99
	Total 24173				\$142.99
Total Red Wing Shoe Store					\$142.99
Refunds/Reimbursements Vendor					
	24154			2019 - December - Period 13-1	
		122219-AT		Aaryn L Thompson	
			CDL Test Reimbursement		
			001-076-000-576-80-43-01	Travel/Training Costs	\$83.33
				CDL Test Reimbursement	
			101-000-000-542-90-43-01	Travel/Training Costs	\$83.33
				CDL Test Reimbursement	
			410-000-000-531-38-43-01	Training/Travel Costs	\$83.34
				CDL Test Reimbursement	
		Total 122219-AT			\$250.00
	Total 24154				\$250.00
Total Refunds/Reimbursements Vendor					\$250.00
Shell					
	EFT Payment 1/10/2020 12:46:54 PM - 6			2019 - December - Period 13-1	
		63251528			
			December Statement		
			001-018-000-518-30-32-01	Fuel	\$687.03
				December Statement	
		Total 63251528			\$687.03
	Total EFT Payment 1/10/2020 12:46:54 PM - 6				\$687.03
Total Shell					\$687.03

Vendor	Number	Reference	Account Number	Description	Amount
Sterling Automotive Service					
	24174		2019 - December - Period 13-1		
		0028895			
			December Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$61.60
			2004 Chevy Silverado- Oil Change		
		Total 0028895			\$61.60
	Total 24174				\$61.60
Total Sterling Automotive Service					\$61.60
The News Tribune					
	24175		2019 - December - Period 13-1		
		25556 12/2-12/29/19			
			December Statement		
			001-019-000-511-30-41-02	Legal Publications	\$1,005.10
			Legal Notice		
			001-058-000-558-60-41-08	Legal Notices/Publications	\$193.95
			Legal Notice		
		Total 25556 12/2-12/29/19			\$1,199.05
	Total 24175				\$1,199.05
Total The News Tribune					\$1,199.05
The Police and Sheriffs Press					
	24176		2019 - December - Period 13-1		
		128681			
			December Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$77.92
			ID Cards-M.Lundborg,J.Morales,J.Johnson,P.Burke,S.Wheeler		
		Total 128681			\$77.92
		128732			
			December Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$108.21
			ID Cards-T.Vea,R.Nelson,R.Wasson,J.Laeuger,D.Shaffer,B.Johnson,B.Hooper		
		Total 128732			\$108.21
	Total 24176				\$186.13
Total The Police and Sheriffs Press					\$186.13
Transpo Group					
	24177		2019 - December - Period 13-1		
		24065			
			Prj. 1.18149.00 General Traffic Engineering		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,916.12
			General Traffic Engineering		
		Total 24065			\$1,916.12

Vendor	Number	Reference	Account Number	Description	Amount
		24066			
			Prj. 1.18149.00 36th & Meridian Parking Study		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$3,398.75
				36th & Meridian Parking Study	
		Total 24066			\$3,398.75
	Total 24177				\$5,314.87
Total Transpo Group					\$5,314.87
US Bank ACH/EFT					
	EFT Payment 1/2/2020 2:56:46 PM - 1		2019 - December - Period 13-1		
	120619-USBank				
			November Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$30.00
				November Safekeeping Fees	
		Total 120619-USBank			\$30.00
	Total EFT Payment 1/2/2020 2:56:46 PM - 1				\$30.00
Total US Bank ACH/EFT					\$30.00
US Bank Corporate Payment System					
	EFT Payment 1/10/2020 12:46:54 PM - 7		2019 - December - Period 13-1		
	122619-USBank				
			Deecember Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$16.47
				J.Metzler-Office Depot-Office Supplies	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$17.27
				J.Metzler-Home Depot-Landscaping Lights for CH	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$31.07
				D.Eidinger-Lowes-Supplies for CH Lobby	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$32.97
				D.Eidinger-Costco-Tree Lights for CH	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$12.63
				D.Eidinger-Safeway-Batteries for CH	
			001-018-000-518-20-31-02	Computer Supplies	\$105.25
				M.Ray-Yodeck-Video Stream for CH Lobby	
			001-018-000-518-20-31-08	Wellness Supplies	\$7.50
				J.Bartelson-Fred Meyer-Apples for Fresh Fruit Friday	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$11.59
				B.Murray-Dollar Tree-Winter Fun Supplies	
			001-018-000-518-30-31-01	Office & Operational Supplies	\$27.48
				D.Eidinger-Lowes-Outdoor Extension Cord for CH	
			001-018-000-518-30-31-01	Office & Operational Supplies	(\$31.82)
				D.Eidinger-Ebay-Return Outdoor Lights for CH	
			001-018-000-518-30-32-01	Fuel	\$34.88
				H.Bowers-Shell-Fuel for Mower	
			001-018-000-518-30-32-01	Fuel	\$32.50
				D.Eidinger-Tahoma Market-Fuel for Ford Escape	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-49-03	Computer Subscriptions	\$235.52
				B.Murray-Malwarebytes-Malwarebytes Endpoint Protection	
			001-019-000-514-20-43-01	Travel & Training Costs	\$50.00
				S.Goff-PSFOA-PSFOA Lunch Meeting (S.Goff, D.Gray)	
			001-019-000-514-20-43-01	Travel & Training Costs	\$79.00
				B.Murray-Pryor-Microsoft Exel Basics Training	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$25.00
				J.S-Herrera-WAPRO-Renewal for Annual Membership	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$80.00
				J.S-Herrera-iStock-Photo Renewal Subscription for Magazine	
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$1.10
				B.Murray-Dollar Tree-Emergency Kit Supplies	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$16.44
				J.Fairbanks-Amazon-Garage Door Belts for Sally Port	
			001-021-000-521-20-31-05	Supplies-Misc	\$483.58
				M.Lundborg-Galls-(20) Embroidered Mock Turtlenecks	
			001-021-000-521-20-35-01	Small Tools/Minor Equipment	\$747.64
				M.Lundborg-Ham Radio Outlet-(2) Ham Radio Sets for Deputy Vehicles	
			001-058-000-558-50-31-10	Outdoor Gear	\$85.00
				C.McVay-Whistle Workwear-Work Boots & Insoles	
			001-058-000-558-50-49-01	Memberships	\$197.80
				C.McVay-IAPMO-2020 Membership Dues	
			001-058-000-558-60-31-01	Office & Operational Supplies	\$50.00
				N.Montes de Oca-Vector Stock-Images for Infographics	
			001-058-000-558-60-31-10	Outdoor Gear	\$262.63
				J.Fairbanks-Whistle Workwear- Boots, Insoles, Pants	
			001-058-000-558-60-43-01	Training/Travel Costs	\$70.00
				N.Montes de Oca-MRSC-Webinar (N.Montes de Oca, D.Groth)	
			001-058-000-558-60-49-01	Memberships	\$200.00
				D.Groth-ICSC-ICSC Dues	
			001-076-000-576-80-31-02	Recreation Activities & Events	\$120.96
				J.Metzler-Home Depot-Tree Lighting Event Lighting	
			001-076-000-576-80-43-01	Travel/Training Costs	\$35.00
				A.Thompson-Jiegang Zhou-DOT Physical	
			001-076-000-576-80-43-01	Travel/Training Costs	\$12.42
				A.Thompson-WA DOL-CDL Application/Test	
			001-076-000-576-80-43-01	Travel/Training Costs	\$14.08
				A.Thompson-WA DOL-CDL Learners Permit	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$174.99
				J.Metzler-Ultra Bright Lightz-Safety Flasher Module	
			101-000-000-542-64-31-10	Traffic Control Devices-School Zone Flashers	\$87.70
				D.Eidinger-Ebay-(2) Batteries for School Zone Camera Flashers	
			101-000-000-542-90-43-01	Travel/Training Costs	\$12.42
				A.Thompson-WA DOL-CDL Application/Test	
			101-000-000-542-90-43-01	Travel/Training Costs	\$14.08
				A.Thompson-WA DOL-CDL Learners Permit	

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-90-43-01	Travel/Training Costs	\$35.00
				A.Thompson-Jiegang Zhou-DOT Physical	
			410-000-000-531-38-43-01	Training/Travel Costs	\$12.42
				A.Thompson-WA DOL-CDL Application/Test	
			410-000-000-531-38-43-01	Training/Travel Costs	\$35.00
				A.Thompson-Jiegang Zhou-DOT Physical	
			410-000-000-531-38-43-01	Training/Travel Costs	\$14.08
				A.Thompson-WA DOL-CDL Learners Permit	
		Total 122619-USBank			\$3,449.65
		Total EFT Payment 1/10/2020 12:46:54 PM - 7			\$3,449.65
Total US Bank Corporate Payment System					\$3,449.65
Utilities Underground Location Center					
	24178		2019 - December - Period 13-1		
		9120146			
			December Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$96.75
				Utility Locating Svs. for December	
		Total 9120146			\$96.75
	Total 24178				\$96.75
Total Utilities Underground Location Center					\$96.75
WA State Treasurer					
	24179		2019 - December - Period 13-1		
		123119-WST			
			4th Qtr 2019 Building Fees		
			650-000-000-589-10-00-04	State Bldg Code Fee	\$1,246.25
				4th Qtr 2019 Building Fees	
		Total 123119-WST			\$1,246.25
	Total 24179				\$1,246.25
Total WA State Treasurer					\$1,246.25
Grand Total		Vendor Count	37		\$600,291.96



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0487 , adopting Resolution No. 20-0487, repealing and replacing Resolution No. 19-0445 making appointments to Positions on External Boards, Commissions, Committees, and other Organizations for the Year 2020	Agenda Item #: AB20-0487
	For Agenda of: 1/14/2020
	Prepared by: Rachel Pitzel
Attachments (list): 1. Resolution Appt to External Boards 2. 2020 Appt to Ext Boards. Ex A	
Approval of Materials: Rachel Pitzel Dave Gray 1/10/2020 Rachel Pitzel 1/10/2020 Daryl Eidinger 1/10/2020	Expenditure Required: Amount Budgeted: Timeline: 01/07/2020 SS Discussion 01/14/2020 RCM Action - Consent Agenda

Summary Statement:

There are several opportunities for Councilmembers to serve on local and regional boards, committees, or commissions as a representative of the City of Edgewood and the City Council. Changes in the make-up of the City Council, and in some cases interests among individual members, require the need to update these council liaison assignments from time to time typically for a two-year period.

Once adopted, this list will be provided to each of the organizations designated therein to make them aware of any changes in Edgewood's representation.

Item History:

Council adopted the 2019 list of Council Liaison appointments by Resolution No. 19-0445, on February 12, 2019.

At the 01/07/2020 Study Session Council discussed who would volunteer to serve as liaisons to the external Boards, Commissions, Committees/Organizations.

Recommended Action:

MOTION to adopt **AB20-0487**, adopting Resolution No. 20-0487, repealing and replacing Resolution No. 19-0445 making appointments to Positions on External Boards, Commissions, Committees, and other Organizations for the Year 2020 as presented under the Consent Agenda

Fiscal Note/Consideration:

RESOLUTION NO. 20-0487

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON, REPEALING AND REPLACING
RESOLUTION NO. 19-0445 MAKING APPOINTMENTS
TO POSITIONS ON EXTERNAL BOARDS,
COMMISSIONS, COMMITTEES, AND OTHER
ORGANIZATIONS FOR THE YEAR 2020**

WHEREAS, the City Council adopted Resolution 19-0445 to establish a list of City Council representatives to serve on various external Boards, Commissions, Committees and other organizations in 2019; and

WHEREAS, Resolution No. 17-0445, repealed and replaced Resolution 17-036; and

WHEREAS, the City Council wishes to repeal the resolutions identified herein and establish the 2020 list of designees to represent the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. City Council representatives are hereby appointed and/or reappointed to serve on the designated external Board(s), Commission(s), Committee(s) and/or other organization(s) as indicated on the list of Council representatives, attached hereto as Exhibit A.

Section 2. The term of these appointments shall be for the calendar year 2020, or until a replacement is appointed by Council.

Section 3. The Clerk shall provide a copy of this Resolution to organizations named in Exhibit A.

Section 4. This Resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 14TH DAY OF JANUARY, 2020.

Mayor, Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD
2020 Council Representatives

Exhibit A

Organization	Representative(s)	2019 Meeting Information
Joint City/County Open Space Taxation Determination Board	Councilmember Tyron Christopherson	Will be Announced <i>Chad Williams (253) 798-3683</i>
Pierce County Regional Council	Councilmember Nate Lowry <i>Mayor Daryl Eiding (Alt)</i>	Meet the 3 rd Thursday of each month (no meetings in August or December) - 6:00 pm Pierce County Annex (<i>with the exception of the General Assembly meeting</i>) <i>Tiffany Ailment (253) 798-3226</i>
Pierce County Cities & Towns Association	Mayor Daryl Eiding <i>Deputy Mayor Tyron Christopherson (Alt)</i>	Meet the 1 st Thursday of each month – 7:00pm, 6:30pm social hour – Black Bear - Lakewood <i>Paul Loveless, paulloveless@ci.steilecoom.wa.us</i>
Puyallup River Watershed Council	Councilmember Ryan Day	Meet the 4 th Thursday at 3:30pm at Puyallup City Hall, Fifth floor conference area each month -January thru October. <i>Patty Denny (253) 335-6235</i>
FME Chamber of Commerce	Mayor Daryl Eiding <i>Deputy Mayor Tyron Christopherson (Alt)</i>	Chamber Luncheon Meets the 2 nd Wednesday of each month – 11:30am at 5580 Pacific Hwy E, Fife (Emerald Queen Conf. Center. <i>Julie Watts (253) 922-9320</i> The Chamber has a variety of special events, please check their website for additional information: www.fmechamber.org Fife Chamber Board – Meets the 3 rd Tuesday of each month – 4:00pm, 3700 Pacific Highway East, Suite 150.
Mt. View Edgewood Water Company	Councilmember Mark Creley <i>Councilmember Rosanne Tomy (Alt)</i>	Meets the 2 nd Wednesday of each month – 6:00pm – as long as it falls after the 10 th . If so, default to the next Wednesday. Meets at the Mt. View Edgewood Water Company – (253)863-7348



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0488 , adopting Resolution No. 20-0488, authorizing the Mayor to sign an agreement with Lake Tapps Construction Unlimited for the City Hall Front Lobby Remodel in the amount of \$126,055.30.	Agenda Item #: AB20-0488
	For Agenda of: 1/14/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. 4-Resolution 20-0xxx - City Hall Front Lobby Remodel 2. 5a-DRAFT Agreement-01082020 3. DRAFT Bonds-01082020 4. Lake Tapps Construction Unlimited Bid Proposal 5. Contract Provisions, including Conditions, Specifications, and Plans 6. Review of Bids	
Approval of Materials: Jeremy Metzler Rachel Pitzel 1/10/2020 Dave Gray 1/10/2020 Daryl Eidinger 1/10/2020	Expenditure Required: NTE \$130,000 Amount Budgeted: \$110,000 Timeline: 01/07/2020 SS Discussion 01/14/2020 RCM Action

Summary Statement:

On June 4, 2019, City Council recommended staff move forward with the front lobby reconfiguration, requesting they scrutinize the cost involved and maintain the current community space available. On November 12, 2019, City Council adopted the annual Capital Improvement Plan (CIP) update, which included the allocation of \$110,000 for the front lobby remodel. An anticipated REET 1 revenue balance will fund this project.

On November 26, 2019, the City advertised a request for bids, to which we received three responses by the December 17, 2019 deadline. The attached letter from Gray & Osborne, Inc. (G&O) is dated December 19, 2019 and details the bid results. The G&O letter includes their recommendation to award the project to the lowest responsive, responsible, bidder, which was Lake Tapps Construction Unlimited. Also attached herewith are the proposed construction plans, the submitted proposal, the proposed agreement and bond forms (as presented in the bid materials), and a resolution authorizing the Mayor to execute the attached agreement.

Item History:

06/04/2019 Council recommendation

11/12/2019 CIP Adopted
11/26/2019 Advertised Project
12/17/2019 Bid Deadline

Recommended Action:

MOTION to adopt **AB20-0488**, adopting Resolution No. 20-0488, authorizing the Mayor to sign an agreement with Lake Tapps Construction Unlimited for the City Hall Front Lobby Remodel in the amount of \$126,055.30.

Fiscal Note/Consideration:

The Engineer's Estimate for this project was \$93,745, and the Council-adopted Capital Improvement Plan identified \$110,000 in REET funds. Bids received range from \$126,055 to \$162,798. There is some additional fire sprinkler work required in the staircase with an expected cost of less than \$3,000.

RESOLUTION NO. 20-0488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AWARDED THE CONTRACT FOR THE CITY HALL FRONT LOBBY REMODEL TO LAKE TAPPS CONSTRUCTION UNLIMITED IN THE AMOUNT OF \$126,055.30

WHEREAS, the City Council determined that the City Hall Front Lobby should be remodeled in order to improve workflow and staff interaction with the public; and

WHEREAS, the City has approved plans prepared by Gray and Osborne for the improvement of the City Hall Front Lobby, and the Engineer's Estimate for such work was \$93,744.70; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for the work; and

WHEREAS, after three bids were received and opened, the City staff determined that the lowest responsible bidder was Lake Tapps Construction Unlimited (Bonney Lake, WA) in the amount of \$126,055.30; and

WHEREAS, Gray and Osborne and the Public Works Director analyzed the proposal and recommended that Lake Tapps Construction Unlimited be awarded the contract as the lowest responsible bidder, based on its bid of \$126,055.30; and

WHEREAS, the City Council considered the recommendation of Gray and Osborne and the Public Works Director during its regular Council meeting of January 14, 2020, and determined that the contract should be awarded to Lake Tapps Construction Unlimited;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Lake Tapps Construction Unlimited in the amount of \$126,055.30 for the City Hall Front Lobby Remodel, which is attached hereto as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 14TH DAY OF JANUARY, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Agreement and Bond Forms

**CITY HALL LOBBY REMODEL
AGREEMENT BETWEEN
THE CITY OF EDGEWOOD &
LAKE TAPPS CONSTRUCTION UNLIMITED**

THIS AGREEMENT is entered into by and between the **CITY OF EDGEWOOD**, a municipal corporation (hereinafter called the Owner) and Lake Tapps Construction Unlimited (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This Project consists of furnishing all labor, materials, and equipment necessary for the remodel of approximately 700 square feet of the existing Lobby within the main entrance to the City of Edgewood City Hall including, but not limited to, demolition, new cubicle partition walls with tempered glass panels, new plastic-laminate casework and countertops, and electrical modifications, as well as handling, protection and modification of existing live-edge Maple slab countertops.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within 50 working days (the Substantial Completion Date) and physically complete the Work within 65 working days (the Physical Completion Date) in accordance with the General Conditions. See Section 3.04.14.

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner \$500.00 per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and \$500.00 for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract. Procedures for

payment shall be in accordance with the General Conditions. See Section 3.04.12. Payment of wages shall be in accordance with the General Conditions. See Section 3.03.4(1).

The Contractor shall complete and return to the Owner a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following as if fully incorporated herein or attached hereto:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including the Supplementary General Conditions and General Conditions, and the 2018 WSDOT Standard Specification, as referenced;
- The Plans (or drawings) consisting of 7 sheets, as listed in the index on sheet 1 of the Plans;
- Retainage Form, if required, in accordance with the General Conditions. See Section 3.04.18;
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail. The Contract may be amended only in writing by Change Order or other written amendment as provided in the Contract.

ARTICLE 6. WARRANTIES/GUARANTEE.

The Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship in accordance with the General Conditions. See Sections 3.03.5(1), 3.04.5, and 3.04.17.

ARTICLE 7. CHANGES.

Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be in accordance with the General Conditions. See Section 3.04.06.

ARTICLE 8. BONDS AND RETAINAGE.

Upon execution of this Contract, the Contractor shall furnish bonds in accordance with the General Conditions. See Section 3.03.5.

Progress estimate payments made to the Contractor shall include retainage in accordance with the General Conditions. See Section 3.04.18.

ARTICLE 9. PREVAILING WAGE.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the General Conditions. See Section 3.03.4.

ARTICLE 10. TERMINATION.

The Owner reserves the right to terminate or suspend this Contract in accordance with the General Conditions. See Section 3.07.

ARTICLE 11. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their appointed and elective officers, agents and employees in accordance with the General Conditions. See Section 3.03.5(5).

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under State Industrial Insurance Law in accordance with the General Conditions. See Section 3.03.5(5)b.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

_____ (Contractor's initials)

ARTICLE 12. INSURANCE

The Contractor shall maintain insurance in accordance with the General Conditions. See Section 3.03.5.

ARTICLE 13. MISCELLANEOUS.

13.1 Assignment/Delegation. The Contractor shall not assign this Contract nor delegate any duties hereunder in accordance with the General Conditions. See Section 3.01.3. The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

13.2 Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the City of Edgewood Municipal Code and regulations and ordinances of the City of Edgewood. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be in accordance with the General Conditions. See Section 3.05.3.

13.3 Business License. The Contractor will be required to obtain a City of Edgewood business license prior to performing any services and maintain the business license in good standing throughout the term of this Contract with the Owner. A city business license application can be found at: <https://dor.wa.gov/city-license-endorsements/edgewood>.

13.4 Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the Owner for any purpose. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The Owner shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

13.5 Non-Endorsement. As a result of the selection of a Contractor to supply products and/or services to the Owner, the Contractor agrees to make no reference to the Owner in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the Owner.

13.6 Waiver. The failure of the Owner to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

13.7 Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

AGREEMENT – Continued

13.8 Entire Contract/Binding Effect. This Contract the entire agreement between the parties hereto.

13.9 Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties in accordance with the General Conditions. See Section 3.04.06.

13.10 Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF EDGEWOOD

CONTRACTOR

License No. LAKETUC101JB

By_____

By_____

Date_____

Title Darrel Heen, President

Attest_____

Name and Address for giving notices (print)

Lake Tapps Construction Unlimited

PO Box 7318

Bonney Lake, WA 98391

PERFORMANCE BOND to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Lake Tapps Construction Unlimited (Principal), a contract for the construction of the project designated as City Hall Lobby Remodel in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of **One-Hundred Twenty-Six Thousand Fifty-Five and 30/100 US Dollars (\$126,055.30)** Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature	Date
---------------------	------

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Edgewood

Date _____

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Lake Tapps Construction Unlimited (Principal), a contract for the construction of the project designated as City Hall Lobby Remodel in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of **One-Hundred Twenty-Six Thousand Fifty-Five and 30/100 US Dollars (\$126,055.30)** Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12 and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Edgewood

Date

PROPOSAL BONDKNOW ALL MEN BY THESE PRESENTS, That we Lake Tapps Construction,Unlimitedof Bonney Lake, WA as principal, and the Travelers Casualty and
Surety Company of America

a corporation duly organized under the laws of the state of Connecticut,
and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF EDGEWOOD** in the full
and penal sum of five percent of the total amount of the bid proposal of said principal for the
work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following construction project, to wit:

CITY HALL LOBBY REMODEL

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF EDGEWOOD** within
a period of 10 days from and after said award, exclusive of the day of such award, then this
obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this 2nd day of December, 2019.

Lake Tapps Construction, UnlimitedBy *David M. Lee*

(Principal)

Travelers Casualty and Surety Company of America

(Surety)

By *Christine V. Felicetty*Christine V. Felicetty, (Attorney-in-fact)

PB-1



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 **Christine V Felicetty** of **SEATTLE, Washington**, their true and lawful Attorney-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 **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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**, **2021**



Anna P. Nowik
 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 **2nd** day of **December**, **2019**



Kevin E. Hughes
 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-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY HALL LOBBY REMODEL

PROPOSAL

City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner will Award all schedules of work to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Changes	1 CALC	\$5,000.00	\$5,000.00
2.	Mobilization, Cleanup and Demobilization	1 LS	\$ <u>14,200.00</u>	\$ <u>14,200.00</u>
3.	Demolition, Salvage and Wastehaul	1 LS	\$ <u>11,400.00</u>	\$ <u>11,400.00</u>
4.	Lobby Remodel	1 LS	\$ <u>73,100.00</u>	\$ <u>73,100.00</u>
5.	Electrical	1 LS	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>
Subtotal:			\$ <u>114,700.00</u>	
Washington State Sales Tax (9.9%):			\$ <u>11,355.30</u>	
TOTAL CONSTRUCTION COST:			\$ <u>126,055.30</u>	

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Lake Tapps Construction Unltd.

Address: PIO. Box 7318 Bonney Lake WA 98391

Telephone No. 253-863-6442 Fax No. 253-863-6450

Contact Person for this Project: Darrel Heen

E-mail: darrel@laketappsconstruction.com

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

29 years

Gross dollar amount of work currently under contract: 2 M

Gross dollar amount of contracts currently not completed: > 1M

General character of work performed by firm: General Building Construction - Site Work

List of five major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Owner's name and telephone number, and the Engineer's name:

Project Name	Amount	Owner	Phone	Engineer's Name
Reference list available on request				

PROPOSAL - Continued

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

None apply except pick ups

Bank Reference: Heritage Bank - Sumner Branch

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Three --- 29 - 29 -15

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

T.B.D.

Have you changed bonding companies within the last three years?

No

If so, why?

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? No

Identify the proceeding and parties and describe the claims asserted by all parties.

What was the disposition of the case?

Do you have any outstanding payments due to the Department of Revenue?

No

If yes, explain.

Bidder agrees that the Owner shall have the right to obtain credit reports.

DH
Yes

No

PROPOSAL - Continued

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
Carpentry	8000
Drywall	3000
Protection - Clean up	4000
Demolition	10,000

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the three categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
Heating, Ventilation and Air Conditioning	N-A
Plumbing	N-A
Electrical	TBD METCALF ELECTRIC

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
N/A		

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 50 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 65 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$500.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 577-485-00;
Dept. of Licensing Contractor's Registration No. is LAKETUC101JB;
Unified Business Identifier Number is 601-236-676;
Excise Tax Registration Number is a15-7177-19; and
Employment Security Account Number is 696115-00-0.

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

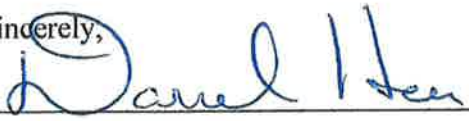
In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

PROPOSAL - Continued

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (November 26, 2019), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,


Sign Name

12-17-19

Date

By: Darrel Heen -- president

Print Name, Title

Bonney Lake WA

Location Executed (City, State)

Lake Tapps Construction Unltd

Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____

or Proposal bond in the amount of \$ 5 % _____

_____, issued through CB&MS

Name of Bank/Bonding Company

located at Seattle

Mailing Address

206- 361-9693

Telephone Number of Bank/Bonding Company

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

CITY HALL LOBBY REMODEL

G&O #18626.06
NOVEMBER 2019



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF EDGEWOOD

PIERCE COUNTY

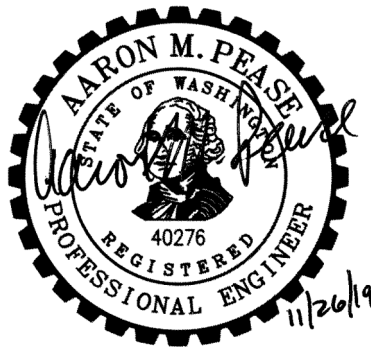
WASHINGTON



CONTRACT PROVISIONS

for

CITY HALL LOBBY REMODEL



G&O #18626.06
NOVEMBER 2019



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CALL FOR BIDS
CITY OF EDGEWOOD
CITY HALL LOBBY REMODEL
ENGINEER'S ESTIMATE \$80,000

Sealed Proposals will be received by the undersigned at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, up to 2:00 p.m.; local time on Tuesday, December 17, 2019, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the City Hall Lobby Remodel.

This Project consists of furnishing all labor, materials, and equipment necessary for the remodel of approximately 700 square feet of the existing Lobby within the main entrance to the City of Edgewood City Hall including, but not limited to, demolition, new cubicle partition walls with tempered glass panels, new plastic-laminate casework and countertops, and electrical modifications, as well as handling, protection and modification of existing live-edge Maple slab countertops.

The Work shall be substantially complete within 50 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Edgewood, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "City of Edgewood" and in an amount of not less than five percent (5%) of the total Proposal amount.

Bid Documents for this project are available free-of-charge at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Any site visits shall be limited to 9:00 a.m. to 3:00 p.m., Monday through Friday, and shall be coordinated through Mr. Jeremy Metzler, of the City of Edgewood, by calling (253) 952-3299, at least 24 hours in advance of the visit. No unauthorized visits or unscheduled visits will be allowed.

Financing of the Project has been provided by City of Edgewood, Washington. The City of Edgewood expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

(Signed) **RACHEL PITZEL, CMC**
CITY CLERK

**CONTRACT PROVISIONS
TABLE OF CONTENTS
CITY OF EDGEWOOD
CITY HALL LOBBY REMODEL**

	<u>PAGE NO.</u>
CALL FOR BIDS	
PART 1. BID DOCUMENTS	
BIDDER’S CHECKLIST	BC-1
PROPOSAL	P-1 – P-7
PROPOSAL BOND.....	PB-1
PART 2. AGREEMENT AND BONDS	
AGREEMENT	A-1 – A-3
PERFORMANCE BOND.....	B-1
PUBLIC WORKS PAYMENT BOND	B-2
PART 3. SUPPLEMENTAL GENERAL CONDITIONS AND GENERAL CONDITIONS	
PART 4. TECHNICAL SPECIFICATIONS	
PART 5. WAGE RATES	
PART 6. PLANS	

PART 1

BID DOCUMENTS

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-7)
- b. Bid Deposit or Proposal Bond (PB-1)

2. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Contract execution.

- a. Agreement (Pages A-1 - A-3)
- b. Public Works Payment Bond (Page B-1)
- c. Maintenance Bond (Page 1 – 6)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

CITY HALL LOBBY REMODEL

PROPOSAL

City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner will Award all schedules of work to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Changes	1 CALC	\$5,000.00	\$5,000.00
2.	Mobilization, Cleanup and Demobilization	1 LS	\$_____	\$_____
3.	Demolition, Salvage and Wastehaul	1 LS	\$_____	\$_____
4.	Lobby Remodel	1 LS	\$_____	\$_____
5.	Electrical	1 LS	\$_____	\$_____

Subtotal:\$_____

Washington State Sales Tax (9.9%):\$_____

TOTAL CONSTRUCTION COST:\$_____

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by firm: _____

List of five major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Owner's name and telephone number, and the Engineer's name:

Project Name	Amount	Owner	Phone	Engineer's Name

PROPOSAL - Continued

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

Have you changed bonding companies within the last three years? _____

If so, why? _____

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

Identify the proceeding and parties and describe the claims asserted by all parties. _____

What was the disposition of the case? _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain. _____

Bidder agrees that the Owner shall have the right to obtain credit reports.

Yes No

PROPOSAL - Continued

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the three categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
Heating, Ventilation and Air Conditioning	
Plumbing	
Electrical	

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 50 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 65 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$500.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is _____;
Dept. of Licensing Contractor's Registration No. is _____;
Unified Business Identifier Number is _____;
Excise Tax Registration Number is _____; and
Employment Security Account Number is _____.

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

PROPOSAL - Continued

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (November 26, 2019), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,

_____ Sign Name	_____ Date
--------------------	---------------

By: _____ Print Name, Title	_____ Location Executed (City, State)
--------------------------------	--

Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____,

or Proposal bond in the amount of \$ _____

_____, issued through _____
Name of Bank/Bonding Company

located at _____
Mailing Address

Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ of _____ as principal, and the _____

_____ a corporation duly organized under the laws of the state of _____, _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **CITY OF EDGEWOOD** in the full and penal sum of five percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction project, to wit:

CITY HALL LOBBY REMODEL

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **CITY OF EDGEWOOD** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

PART 2

AGREEMENT AND BONDS

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF EDGEWOOD**, a municipal corporation (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

[Include description of all schedules, alternate or additive items awarded]

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____ working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ _____) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$ _____) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract. Procedures for payment shall be in accordance with the General Conditions. See Section 3.04.12. Payment of wages shall be in accordance with the General Conditions. See Section 3.03.4(1).

The Contractor shall complete and return to the Owner a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including 2018 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive;
- Retainage Form, if required, in accordance with the General Conditions. See Section 3.04.18;
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. WARRANTIES/GUARANTEE.

The Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship in accordance with the General Conditions. See Sections 3.03.5(1), 3.04.5, and 3.04.17.

ARTICLE 7. CHANGES.

Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be in accordance with the General Conditions. See Section 3.04.06.

ARTICLE 8. BONDS AND RETAINAGE.

Upon execution of this Contract, the Contractor shall furnish bonds in accordance with the General Conditions. See Section 3.03.5.

Progress estimate payments made to the Contractor shall include retainage in accordance with the General Conditions. See Section 3.04.18.

ARTICLE 9. PREVAILING WAGE.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the General Conditions. See Section 3.03.4.

ARTICLE 10. TERMINATION.

The Owner reserves the right to terminate or suspend this Contract in accordance with the General Conditions. See Section 3.07.

ARTICLE 11. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their appointed and elective officers, agents and employees in accordance with the General Conditions. See Section 3.03.5(5).

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under State Industrial Insurance Law in accordance with the General Conditions. See Section 3.03.5(5)b.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

(Contractor's initials)

ARTICLE 12. MISCELLANEOUS.

12.1 Assignment/Delegation. The Contractor shall not assign this Contract nor delegate any duties hereunder in accordance with the General Conditions. See Section 3.01.3. The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

12.2. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the City of Edgewood Municipal Code and regulations and ordinances of the City of Edgewood. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be

construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be in accordance with the General Conditions. See Section 3.05.3.

12.3 Business License. The Contractor will be required to obtain a City of Edgewood business license prior to performing any services and maintain the business license in good standing throughout the term of this Contract with the Owner. A city business license application can be found at: <https://dor.wa.gov/city-license-endorsements/edgewood>.

12.4 Independent Contractor. For all purposes, the Contractor shall be deemed an independent Contractor and shall not be deemed an employee or agent of the Owner for any purpose.

12.5 Non-Endorsement. As a result of the selection of a Contractor to supply products and/or services to the Owner, the Contractor agrees to make no reference to the Owner in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the Owner.

12.6 Waiver. Waiver by the Owner of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

12.7 Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

12.8 Entire Contract/Binding Effect. This Contract the entire agreement between the parties hereto.

12.9 Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties in accordance with the General Conditions. See Section 3.04.06.

12.10 Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

AGREEMENT – Continued

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF EDGEWOOD

By _____

Date _____

CONTRACTOR

License No. _____

By _____

Title _____

Attest _____

Name and Address for giving notices (print)

INFORMATION ONLY

**PERFORMANCE BOND
to CITY OF EDGEWOOD, WA**

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as City Hall Lobby Remodel in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ US Dollars (\$ _____ amount to include sales tax) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Edgewood

Date

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as City Hall Lobby Remodel in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ amount to include sales tax) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12 and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Edgewood

Date

PART 3

**SUPPLEMENTARY GENERAL CONDITIONS
AND GENERAL CONDITIONS**

SUPPLEMENTARY GENERAL CONDITIONS

Delete Section 2-01.8 in its entirety and replace with the following:

2-01.8 Disqualification of Bidders

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Owner is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
 - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable;
 - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Bidder will be deemed not responsible if:
 - a. The Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1); or
 - b. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
 - c. The Bidder, in the opinion of the Owner, does not have the means or the qualifications to complete the Work; or
 - d. An unsatisfactory performance record exists based on past or current Owner work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or

- e. There is uncompleted work (Owner or otherwise), which in the opinion of the Owner might hinder or prevent the prompt completion of the work bid upon; or
- f. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Owner; or
- g. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Owner; or
- h. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Owner; or
- i. The Bidder does not meet the Project Specific Supplemental Bidder Responsibility Criteria listed at the end of this section; or
- j. There are any other reasons deemed proper by the Owner.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall be any documents or facts obtained by Owner (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (1) financial, historical, or operational data from the Bidder; (2) information obtained directly by the Owner from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (3) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Owner shall notify the Bidder in writing, with the reasons for its determination. Written notice will be provided to the Bidder, by facsimile to the fax number provided at the time of obtaining the Contract Documents. If the Bidder disagrees with this determination, it may appeal the determination within 48 hours of receipt of the Owner's determination by presenting its appeal in writing to the Owner. The Owner will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

Delete subparagraph a. of Section 3.03.5(5) in its entirety and replace it with the following:

- a. The Contractor shall defend, indemnify and hold Owner and the Engineer and their appointed and elective officers, agents and employees from and against all claims, damages, losses or expenses, including but not limited to attorneys' fees and expenses arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or

expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any act or omission of the Contractor, or any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. This obligation of indemnity shall not extend to claims, losses or expenses arising from the sole negligence of the Owner, and its appointed and elective officers, agents and employees. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Engineer, their officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

GENERAL CONDITIONS

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
SECTION 1 - GENERAL INFORMATION APPLICABLE TO PROPOSAL AND CONTRACT	1-1
1.01 DEFINITIONS AND TERMINOLOGY.....	1-1
1.02 ABBREVIATIONS AND TERMINOLOGY.....	1-1
1.02.1 REFERENCED STANDARDS AND CODES.....	1-1
1.02.2 TERMINOLOGY.....	1-3
1.02.3 ITEMS OF WORK AND UNITS OF MEASUREMENT.....	1-3
1.03 DEFINITIONS.....	1-4
SECTION 2 - INSTRUCTIONS FOR PREPARATION OF PROPOSAL (OR BID)	2-1
2.01 BID PROCEDURES AND CONDITIONS.....	2-1
2.01.1 QUALIFICATIONS OF BIDDERS.....	2-1
2.01.2 CONTRACT PROVISIONS AND CONTRACT PLANS.....	2-1
2.01.3 ESTIMATED QUANTITIES.....	2-1
2.01.4 EXAMINATION OF CONTRACT AND SITE.....	2-1
2.01.4(1) <u>General</u>	2-1
2.01.4(2) <u>Interpretation of the Contract Provisions and Contract Plans</u>	2-2
2.01.4(3) <u>Subsurface Information</u>	2-2
2.01.4(4) <u>Availability of Specified Items</u>	2-3
2.01.5 PROPOSAL DEPOSIT.....	2-3
2.01.6 PROPOSAL.....	2-3
2.01.7 WITHDRAWING OR REVISING PROPOSAL.....	2-5
2.01.8 DISQUALIFICATION OF BIDDERS.....	2-5
2.01.9 PROPOSAL ERRORS.....	2-10
2.02 AWARD AND EXECUTION OF CONTRACT.....	2-10
2.02.1 AWARD OF CONTRACT.....	2-10
2.02.2 EXECUTION OF CONTRACT.....	2-11
2.02.3 FAILURE TO EXECUTE CONTRACT.....	2-11
2.02.4 RETURN OF BID DEPOSIT.....	2-11
2.02.5 NOTICE TO PROCEED.....	2-12
SECTION 3 - GENERAL REQUIREMENTS OF THE CONTRACT	3-1
3.01 SCOPE OF THE WORK.....	3-1
3.01.1 INTENT OF THE CONTRACT.....	3-1
3.01.2 COORDINATION OF CONTRACT.....	3-1
3.01.3 ASSIGNMENT OF CONTRACT.....	3-1
3.02 CONTROL OF WORK.....	3-2
3.02.1 AUTHORITY AND ROLE OF THE ENGINEER.....	3-2
3.02.2 AUTHORITY OF FIELD REPRESENTATIVE.....	3-3
3.02.3 CONSTRUCTION OBSERVATION AND INSPECTIONS.....	3-4
3.02.4 EMERGENCY CONTACT LIST.....	3-5
3.02.5 ORAL AGREEMENTS.....	3-5
3.02.6 ELECTRONIC FILES.....	3-5

3.03	LEGAL RELATIONS AND RESPONSIBILITIES	3-5
3.03.1	APPLICABLE LAWS AND REGULATIONS	3-5
3.03.1(1)	<u>General</u>	3-5
3.03.1(2)	<u>Utilities and Similar Facilities</u>	3-6
3.03.1(3)	<u>Site Maintenance</u>	3-6
3.03.1(4)	<u>State Taxes</u>	3-6
3.03.1(5)	<u>Equal Employment Responsibilities</u>	3-8
3.03.1(6)	<u>Archaeological and Historical Objects</u>	3-8
3.03.2	SAFETY MEASURES	3-8
3.03.3	HAZARDOUS MATERIAL	3-9
3.03.4	PAYMENT OF WAGES AND RELATED REQUIREMENTS	3-9
3.03.4(1)	<u>Minimum Prevailing Wage Requirements</u>	3-9
3.03.4(2)	<u>Posting Notice Requirements</u>	3-10
3.03.4(3)	<u>Apprentices</u>	3-11
3.03.4(4)	<u>Required Documents</u>	3-11
3.03.5	BONDS, INSURANCE AND INDEMNITY OBLIGATIONS	3-12
3.03.5(1)	<u>Contract Bonds</u>	3-12
3.03.5(1.1)	Two-Year Guarantee Period	3-13
3.03.5(2)	<u>Worker's Benefits</u>	3-13
3.03.5(4)	<u>Public Liability & Property Damage Insurance</u>	3-14
3.03.5(4.1)	General Requirements	3-14
3.03.5(4.2)	Additional Insured	3-15
3.03.5(4.3)	Subcontractors	3-15
3.03.5(4.4)	Verification of Coverage	3-15
3.03.5(4.5)	Coverages and Limits	3-16
3.03.5(4.5)A	Commercial General Liability	3-16
3.03.5(4.5)B	Automobile Liability	3-16
3.03.5(4.5)C	Workers' Compensation	3-16
3.03.5(4.5)D	Excess or Umbrella Liability	3-17
3.03.5(4.5)E	Builders Risk Insurance	3-17
3.03.5(4.5)F	LHWCA Insurance	3-18
3.03.5(4.5)G	Protection and Indemnity Insurance Including Jones Act	3-18
3.03.5(4.5)H	Hull and Machinery	3-18
3.03.5(4.5)I	Marine Pollution	3-18
3.03.5(4.5)J	Pollution Liability	3-19
3.03.5(4.5)K	Professional Liability	3-19
3.03.5(5)	<u>Indemnity and Hold Harmless</u>	3-19
3.03.5(6)	<u>Patent Royalties & Process Fees</u>	3-20
3.03.6	METHOD OF SERVING NOTICE	3-20
3.04	PROSECUTION AND PROGRESS OF THE WORK	3-21
3.04.1	QUALITY OF WORK	3-21
3.04.1(1)	<u>Workmanship</u>	3-21
3.04.1(2)	<u>Contractor's Supervisory and Site Personnel</u>	3-21
3.04.2	MATERIALS AND EQUIPMENT	3-22
3.04.3	SPECIFICATION OF PARTICULAR MATERIALS AND EQUIPMENT	3-22
3.04.4	STORAGE	3-23
3.04.4(1)	<u>On-Site Storage</u>	3-23

3.04.4(2)	<u>Off-Site Storage</u>	3-23
3.04.5	DEFECTIVE MATERIALS, EQUIPMENT AND WORKMANSHIP	3-23
3.04.6	CHANGES IN THE WORK	3-25
3.04.7	DIFFERING SITE CONDITIONS	3-29
3.04.8	PROTEST BY THE CONTRACTOR	3-29
3.04.9	SUBCONTRACTORS AND SUBCONTRACTS	3-30
3.04.9(1)	<u>Contractor Responsibility</u>	3-30
3.04.9(2)	<u>Contractor Work Performance Requirement</u>	3-31
3.04.9(3)	<u>Approval of Subcontractors</u>	3-31
3.04.9(4)	<u>Subcontracts</u>	3-32
3.04.9(5)	<u>Incorporation of Contract</u>	3-32
3.04.9(6)	<u>Replacement of Subcontractors</u>	3-32
3.04.10	MUTUAL RESPONSIBILITY OF CONTRACTORS	3-32
3.04.11	RISK OF LOSS	3-33
3.04.12	MEASUREMENT AND PAYMENT	3-33
3.04.12(1)	<u>General</u>	3-33
3.04.12(2)	<u>Measurement</u>	3-33
3.04.12(3)	<u>Payment</u>	3-33
3.04.12(4)	<u>Access to Books and Records</u>	3-33
3.04.12(5)	<u>Progress Payment Estimates</u>	3-33
3.04.12(6)	<u>Payment for Materials on Hand</u>	3-34
3.04.12(7)	<u>Payments Withheld</u>	3-34
3.04.12(8)	<u>Payment Upon Correction of Deficiencies</u>	3-34
3.04.12(9)	<u>Final Payment</u>	3-35
3.04.13	WORK HOURS	3-35
3.04.14	CONTRACT TIME.....	3-36
3.04.15	CONSTRUCTION SCHEDULE.....	3-37
3.04.15(1)	<u>Progress Schedule</u>	3-37
3.04.15(2)	<u>Extensions of the Contract Time</u>	3-39
3.04.15(3)	<u>Liquidated Damages</u>	3-40
3.04.16	COMPLETION AND ACCEPTANCE OF THE WORK	3-40
3.04.16(1)	<u>Substantial Completion Date</u>	3-40
3.04.16(2)	<u>Physical Completion Date</u>	3-41
3.04.16(3)	<u>Contract Completion Date (Acceptance of the Project)</u>	3-42
3.04.16(4)	<u>Use of Completed Portions of the Work</u>	3-43
3.04.16(5)	<u>Waiver of Claims by Contractor</u>	3-43
3.04.17	CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT	3-43
3.04.18	RETAINAGE	3-43
3.05	DISPUTES AND CLAIMS.....	3-45
3.05.1	DISPUTES	3-45
3.05.2	CLAIMS	3-45
3.05.3	TIMELINE AND JURISDICTION	3-48
3.05.4	CONTINUATION OF WORK PENDING RESOLUTION OF DISPUTES....	3-48
3.06	AUDITS.....	3-48
3.07	SUSPENSION OF WORK AND TERMINATION OF CONTRACT	3-49
3.07.1	SUSPENSION OF WORK.....	3-49
3.07.2	TERMINATION FOR DEFAULT	3-49

3.07.3	TERMINATION FOR CONVENIENCE OF THE OWNER	3-50
3.07.4	RESPONSIBILITY OF THE CONTRACTOR AND SURETY	3-50

GENERAL CONDITIONS

SECTION 1 - GENERAL INFORMATION APPLICABLE TO PROPOSAL AND CONTRACT

1.01 DEFINITIONS AND TERMINOLOGY

The following terms are abbreviated and defined as they are used in the Contract. When used in the Proposal form to denote items of Work and units of measurements, abbreviations mean the full expression of the abbreviated term.

1.02 ABBREVIATIONS AND TERMINOLOGY

1.02.1 REFERENCED STANDARDS AND CODES

The following is a partial list of specifications and codes that may be referenced in sections of the Contract. The Contractor shall be responsible for conducting its Work and carrying out its operations and furnishing equipment in accordance with the latest edition or versions, in effect at the time of bid opening, of any applicable specified portions of the referenced standards and codes.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AFBMA	Anti-friction Bearing Manufacturing Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Material
AWPA	American Wood Preservers' Association
AWS	American Welding Society

AWWA	American Water Works Association
CFR	Code of Federal Regulations
CLI	Chain Link Institute
CRAB	County Road Administration Board
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Associations
CSI	Construction Specifications Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FHWA	Federal Highway Administration
FM	Factory Mutual
FSS	Federal Specifications and Standards, General Services Administration
HUD	United State Department of Housing and Urban Development
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers
IES	Illumination Engineering Society
IMSA	International Municipal Signal Association
IPC	International Plumbing Code
ISA	Instrumentation Society of America
JIC	Joint Industry Conference Electrical Standards for Industrial Equipment
LID	Local Improvement District
LPI	Lightning Protection Institute
MSHA	Mine Safety and Health Act
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
MUTCD	Manual on Uniform Traffic Control Devices
NCMA	National Concrete Manufacturer's Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NRMCA	National Ready Mix Concrete Association
OMWBE	Office of Minority and Women's Business Enterprises
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastic Pipe Institute
P/PCI	Precast/Prestressed Concrete Institute
RCW	Revised Code of Washington
SAE	Society of Automotive Engineers
SEPA	State Environmental Policy Act
SIES	Specifications and Illuminating Engineering Society
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratory
ULID	Utility Local Improvement District
UMTA	Urban Mass Transit Administration

WABO	Washington Association of Building Officials
WAC	Washington Administrative Code
WCLIB	West Coast Lumber Inspection Bureau
WISHA	Washington Industrial Safety and Health Administration
WRI	Wire Reinforcement Institute
WSDL&I	Washington State Department of Labor and Industries
WSDOE	Washington State Department of Ecology
WSDOT	Washington State Department of Transportation
WWPA	Western Wood Products Association

1.02.2 TERMINOLOGY

The use of pronouns of any gender in these General Conditions shall include pronouns of all genders, as applicable.

The terms “provide,” “furnish” and “install” are used interchangeably in the Contract and mean that the Contractor shall provide, furnish, and install the item(s) described unless specifically noted otherwise.

The terms “Plans” and “Drawings” are used interchangeably in the Contract and shall mean the Contract Plans, which show location, character, and dimensions of prescribed Work, including layouts, profiles, cross-sections, and other details.

1.02.3 ITEMS OF WORK AND UNITS OF MEASUREMENT

AC	Asbestos Cement Pipe
Agg.	Aggregate
Al.	Aluminum
ATB	Asphalt Treated Base
BST	Bituminous Surface Treatment
CB	Catch Basin
Cfm	Cubic Feet per Minute
Cfs	Cubic Feet per Second
Cl.	Class
CMP	Corrugated Metal Pipe
Comb.	Combination
Conc.	Concrete
CPEP	Corrugated Polyethylene Pipe
Crib.	Cribbing
Culv.	Culvert
Cy or Cu. Yd.	Cubic Yard(s)
Dia.	Diameter
DI	Ductile Iron
DIM	Dimension
EA	Each
EL	Elevation
Est.	Estimate or Estimated

Excl.	Excluding
F	Fahrenheit
FIG	Figure
Ft.	Foot or Feet
GALV	Galvanized
Gph	Gallon(s) per Hour
Gpm	Gallon(s) per Minute
HDPE	High Density Polyethylene
HMA	Hot Mix Asphalt
HR	Hour
Hund.	Hundred
In.	Inch or Inches
Incl.	Including
L	Liter
Lb.	Pound(s)
LF or Lin. Ft.	Linear Foot (Feet)
LS	Lump Sum
M	Thousand
MBM	Thousand Feet Board Measure
Pres.	Pressure
PSI	Pounds per Square Inch
PSF	Pounds per Square Foot
PVC	Polyvinyl Chloride
QTY	Quantity
Reg.	Regulator
Reinf.	Reinforced, Reinforcing
SF	Square Foot (Feet)
Sec.	Section
SL	Slope
St.	Street
Stl.	Steel
SST	Stainless Steel
Str.	Structural
Sy or Sq. Yd.	Square Yard(s)
Th.	Thick or Thickness
TN	Ton
Tr.	Treatment
TYP	Typical
VC	Vitrified Clay

1.03 DEFINITIONS

ACCEPTANCE

The formal action by Owner or Owner's governing body as provided in RCW 39.08 and RCW 60.28.

ADDENDUM

A written or graphic document issued to all Bidders prior to bid opening and identified as an addendum, which clarifies, modifies or supplements the bid documents and becomes part of the Contract.

ADDITIVE

A supplemental unit of work or group of bid items, identified separately in the Proposal, which may, at the discretion of the Owner, be awarded in addition to the base bid.

ALTERNATE

One of two or more units of work or groups of bid items, identified separately in the Proposal, from which the Owner may make a choice between different methods or material of construction for performing the same work.

AWARD

The formal decision of the Owner awarding the Contract to the lowest or most favorable responsible and responsive Bidder for the Work.

BID DOCUMENTS

The component parts of the proposed Contract which may include, but not limited to, the Proposal form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and Subsurface Boring Logs (if any).

BIDDER

A natural person or legal entity (e.g., partnership, corporation, limited liability company, firm, or joint venture) submitting a proposal or bid.

BUSINESS DAY

A business day is any day from Monday through Friday, except holidays, as listed in Section 3.04.14.

CLERK

The duly elected or appointed Clerk of the Commission, Council, or Board of Directors of the Owner.

COMMISSION, COUNCIL, OR BOARD OF DIRECTORS

The duly elected or appointed Council, Commission, or Board of Directors of the Owner.

CONTRACT

The written agreement between the Owner and the Contractor. It describes, among other things:

1. What work will be done, and by when;
2. Who will provide labor and materials; and
3. How Contractor will be paid.

The Contract includes: the agreement form, Bidder's completed Proposal form, all required certificates and affidavits, Performance Bond and Public Works Payment Bond, Contract Provisions, Contract Plans, Standard Plans, and all Addenda and Change Orders executed pursuant to the provisions of the Contract.

CONTRACT BOND

The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.

CONTRACT DOCUMENTS

See definition for "Contract."

CONTRACT PLANS (PLANS OR DRAWINGS)

The Contract Plans (or drawings) are those plans, drawings or other illustrations and all addenda and revisions, whether issued before or after the award of the contract to Contractor, which show location, character, and dimensions of the Work, including layouts, profiles, cross-sections and other details.

CONTRACT PROVISIONS

A publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, general conditions, supplemental general conditions, specifications, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, and an informational proposal form with the listing of bid items. The proposed contract provisions may also include, for a specific individual project, various required certifications or declarations. At the time of the contract execution date, the contract provisions include the proposed contract provisions and include any addenda, a copy of the agreement form, and a copy of the proposal form with the contract prices and extensions.

CONTRACT TIME

The period of time established by the terms and conditions of the Contract within which the work shall be complete.

CONTRACTOR

The natural person(s) or legal entity (e.g., partnership, corporation, limited liability company, firm, joint venture) awarded the contract to perform the Work pursuant to the Contract Documents.

DATES

Substantial Completion Date is the day that the Engineer determines the Owner has full and unrestricted use and benefit of the Work, from both an operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the physical completion of the total Work.

Physical Completion Date is the day that the Engineer determines that all of the Work required by the Contract is physically completed and the Owner has received from the Contractor all required record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

Contract Completion Date is the day when all the Work and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation and other items required by the Contract and required by law shall be furnished by the Contractor before establishment of this date.

Final Acceptance Date is the date on which the Owner accepts the work as complete.

FIELD REPRESENTATIVE

The Owner's representative who observes the Contractor's performance of the Work. Such observation shall not be relied upon by the Contractor or others as approval or acceptance of the Work, nor shall it in any manner relieve the Contractor from its obligations and responsibilities under the Contract.

NOTICE TO PROCEED

The written notice from the Owner or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins.

OWNER

The government entity or agency that awards the contract to the Contractor and is responsible for the execution and administration of the Contract.

PROJECT ENGINEER/ENGINEER

The Owner's representative who administers the construction program for the Owner.

PROPOSAL (or BID)

A Bidder's offer, on a properly completed Proposal form, to perform the Work required by the Contract. The terms Proposal and Bid may be used interchangeably.

SPECIFICATIONS

Written provisions describing the Work and requirements thereof.

STANDARD PLANS

A manual of specific plans or drawings adopted by the Owner, which show frequently recurring components of work that, have been standardized for use.

SUBCONTRACTOR

A natural person, or entity (e.g., partnership, corporation, limited liability company, firm or joint venture) to which the Contractor sublets a portion of the Work.

SUBGRADE

The top surface of the roadbed on which subbase, base, surfacing, pavement, or layers of similar materials are placed.

SUPPLEMENTARY GENERAL CONDITIONS

That part of the Contract amends or supplements these General Conditions.

TRAVELED WAY

That part of the roadway made for vehicle travel, excluding shoulders and auxiliary lanes.

WORK

The provision of all labor, materials, tools, equipment, supervision and other things needed to complete the project in full accordance with the Contract Documents.

WORKING DRAWINGS

Shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, that the Contractor shall submit to the Engineer for approval.

SECTION 2 - INSTRUCTIONS FOR PREPARATION OF PROPOSAL (OR BID)

2.01 BID PROCEDURES AND CONDITIONS

2.01.1 QUALIFICATIONS OF BIDDERS

Where applicable and required, Bidders shall provide all requested information relating to experience, financing, equipment, and organization relating to their ability to properly perform the Work. The Owner reserves the right to take whatever action it deems necessary to ascertain the responsibility of the Bidder and the ability of the Bidder to perform the Work satisfactorily.

2.01.2 CONTRACT PROVISIONS AND CONTRACT PLANS

Contract Provisions and Contract Plans are on file in the offices of the Owner and the Engineer, Gray & Osborne, Inc. After award of the Contract, five sets of Contracts will be issued without charge to the Contractor. Additional sets of Contracts may be purchased from the Owner by the Contractor.

2.01.3 ESTIMATED QUANTITIES

The quantities shown in the Proposal form are estimates and are stated only for bid comparison purposes. The Owner does not warrant, expressly or by implication, that the actual quantities will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of Work satisfactorily completed in accordance with the requirements of the Contract.

2.01.4 EXAMINATION OF CONTRACT AND SITE

2.01.4(1) General

Bidders shall satisfy themselves by personal examination of Contract Provisions, Contract Plans, and site of the proposed improvements, and by any other examination and investigation which they may desire to make as to the accuracy of the estimate of quantities, the nature of the Work and the difficulties to be encountered. Bidders shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

Bidders shall be familiar and comply with all applicable federal, state, and local laws, ordinances, and regulations in any way applicable to the performance the Work. Bidders are responsible for familiarizing themselves with all current state and federal wage rates applicable to the Work and its duration before submitting a Proposal based on the Contract Provisions and Contract Plans. Any wage determination contained in the Contract is for the Bidder's general information only and is not warranted to be complete or accurate. The Owner will not consider any plea of misunderstanding or ignorance of such requirements. Bid prices shall reflect what the Bidder has determined to be the total cost of completing the Work, including but not limited to: construction methods, materials, labor, administrative costs, any and all applicable taxes, and equipment.

Except as the Contract may provide, the Bidder to which the contract is awarded shall receive no payment for any costs that exceed those set forth in the Proposal.

2.01.4(2) Interpretation of the Contract Provisions and Contract Plans

If any Bidder desires interpretation or clarification of the Contract Provisions and Contract Plans, the Bidder shall make a written request to the Engineer for such clarification or interpretation prior to the submission of a Proposal. If the Engineer determines that the Contract Provisions and/or Contract Plans do not require interpretation or clarification, the Engineer will so notify the Bidder making the request. All interpretations and clarifications made by the Engineer will be by written addendum to all planholders of record, and a copy of the addendum will be filed in the office of the Owner. Neither the Owner nor the Engineer will be responsible for any interpretation, clarification or explanation of the Contract Provisions and Contract Plans that is not set forth in a written addendum to all planholders of record, and Bidders shall not under any circumstances rely on any other interpretation, clarification or explanation.

2.01.4(3) Subsurface Information

If the Owner has made a subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the Owner will be made available for inspection by the Bidders. However, the Owner makes no representation or warranty, express or implied, that:

- a. The Bidders' interpretations from the boring logs may be correct;
- b. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made;
- c. The ground at the location of the borings has not been physically disturbed or altered after the boring was made; and
- d. Conditions below the surface of the ground are consistent throughout the site with the information made available hereunder, or that conditions to be encountered on the site are uniform or consistent with geological conditions usually encountered in the area.

The Owner makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings, regardless of any subsurface information the Owner may make available to the prospective Bidders. Bidders are solely responsible for making the necessary investigations to support and/or verify any conclusions or assumptions used in preparation of their Proposals.

Any subsurface investigations and analysis were carried out for design purposes only. Contractor may not rely upon or make any claim against Owner, Engineer, or any of their subconsultants, with respect to:

1. The completeness of such reports 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; or

2. Other conclusions, interpretations, opinions, representations, and information contained in such reports; or
3. Any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, conclusions, interpretations, opinions or information.

2.01.4(4) Availability of Specified Items

Prior to submitting a Proposal, all Bidders shall verify that all items necessary to complete the Work will be available in time to allow the Work to be completed within the Contract Time. In the event that one or more items may not be available to allow the Work to be completed within the Contract Time, the Bidder shall notify the Engineer in writing prior to submitting a Proposal. Responsibility for delays and related costs because of non-availability of items necessary to complete the Work shall be borne by the Contractor.

2.01.5 PROPOSAL DEPOSIT

A deposit of at least 5 percent of the total Proposal amount shall accompany each Proposal. This deposit may be in the form of a Proposal bond (surety bond), certified check, cashier’s check, or postal money order made payable to the Owner. All Proposal bonds shall be on the form included within the Contract Provisions and shall be signed by the Bidder and the surety. The surety shall: (1) be registered with the Washington State Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner. The Proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Proposal Deposit will be held as a guaranty that the successful Bidder will, within 10 days from the date of notification of Award, enter into a Contract and furnish approved Performance and Public Works Payment Bonds, on forms attached, in amounts equal to 100 percent of the amount of the Contract, including state sales tax.

2.01.6 PROPOSAL

- (1) Proposals shall be submitted on the Proposal form included in the Contract Provisions. All Proposals shall be completed, signed by an authorized person and dated. To be considered by the Owner as a responsive Proposal, the Bidder shall bid on all Additive or Alternate items set forth in the Proposal form, unless otherwise specified in the Contract Documents.
- (2) To be responsive, a Proposal shall state that it will remain valid for a period of 60 days following the date of Proposal opening. In the event that a conflict in this duration appears elsewhere in the Contract Provisions, the longest duration shall apply.
- (3) All prices set forth on the Proposal form shall be legible and either be written in ink or typed. In the space provided on the Proposal form, Bidders shall identify all

Addenda that have been received. The Proposal, Bid bond, and all other certificates, forms or other documents required by the Contract Provisions to be executed and delivered with the Proposal shall be submitted in a sealed package, addressed to the Owner, and plainly marked "Proposal for _____ (insert name of project as shown on the Proposal) to be opened on the _____ day of _____, 20____," (insert the day, month and year shown in the published bid notice). The Owner will not consider any Proposal received after the time established for opening Proposals.

- (4) Where noted in the Proposal, the Bidder to furnish information concerning its experience with work of a similar nature, equipment to be used on this project, and general background information. Information that is incomplete, evasive, or of a general nature only, may be considered as grounds for rejection of the Proposal.
- (5) RCW 39.30.060 requires Bidders on public works projects expected to cost one million dollars or more to provide the names of the heating, ventilation and air conditioning, plumbing and electrical Subcontractors to whom the Bidder will directly subcontract those portions of the Work if awarded the contract. The Bidder may not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, in which case the Bidder shall indicate which Subcontractor will be used for which alternate. Failure of the Bidder to list the names of such Subcontractors or to name itself to perform such Work, or listing two or more Subcontractors to perform the same Work, shall render the Bidder's Proposal unresponsive and void. Under RCW 39.30.060, the required names of such Subcontractors shall be provided with the Proposal or within one hour after the published Proposal submittal time. In addition to compliance with the requirements of RCW 39.30.060, the apparent successful Bidder may be required to submit to the Engineer as soon as possible after the Proposal opening, and not later than three calendar days thereafter, a written list of all proposed Subcontractors in addition to heating, ventilation, and air conditioning, plumbing and electrical contractors, that will perform subcontracting Work on the Project. If not previously provided, the following information shall be provided for each Subcontractor:
 - a. Name, address, email address, facsimile number, telephone number, contractor registration number and certification numbers;
 - b. The type of Work to be performed;
 - c. A list of at least three recently completed projects for Work similar to that to be performed by the proposed Subcontractor, with the following information for each project:
 - i. Name of project,
 - ii. Name, address, and telephone number of the project owner; and

- d. Any additional pertinent information establishing the experience or qualifications of the proposed Subcontractor.
- (6) After opening and reading Proposals, the Owner will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit, converted to the actual extension, will control. The total extensions, corrected where necessary, will be used by the Owner for comparison and award purposes and to establish the amount of the Contractor's Performance and Public Works Payment Bonds.

2.01.7 WITHDRAWING OR REVISING PROPOSAL

After submitting a physical Proposal to the Owner, the Bidder may withdraw, or revise it if:

- 1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Proposals; and
- 2. The Owner receives the request before the time set for receipt of Proposals; and
- 3. The revised or supplemented Proposal (if any) is received by the Owner before the time set for receipt of Proposals.

If the Bidder's request to withdraw or revise its Proposal is received before the time set for receipt of Proposals, the Owner will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised package in its entirety. If the Bidder does not submit a revised package, then its bid shall be considered withdrawn.

Late revised Proposals or late withdrawal requests will be date recorded by the Owner and returned unopened. Mailed, emailed, or faxed requests to withdraw or revise a Bid Proposal are not acceptable.

2.01.8 DISQUALIFICATION OF BIDDERS

- 1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Owner is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;

- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
 - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable;
 - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.
3. A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1 through 8 in this Section:

The Owner will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1. Evidence that the Bidder meets Supplemental Criteria 2 through 8 shall be provided by the Bidder as stated later in this Section.

a. **Criteria 1 – Federal Debarment**

- 1. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- 2. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

b. **Criteria 2 – Delinquent State Taxes**

- 1. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 2. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner) that the Bidder does not owe delinquent taxes to the Department of

Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Owner by the deadline listed below.

c. **Criteria 3 – Claims Against Retainage and Bonds**

1. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the 3 years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
2. **Documentation:** The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner) that the Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the three years prior to the bid submittal date, they shall submit a list of the public works projects completed in the 3 years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

d. **Criteria 4 – Public Bidding Crime**

1. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
2. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

e. **Criteria 5 – Termination for Cause / Termination for Default**

1. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date, unless there are

extenuating circumstances and such circumstances are deemed acceptable to the Owner.

2. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

f. **Criteria 6 – Lawsuits**

1. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
2. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

g. **Criteria 7 – Contract Time (Liquidated Damages)**

1. Criterion: The Bidder shall not have had liquated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
2. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had liquidated damages assessed on any projects it has completed within the 5 years prior to the bid submittal date, or shall submit a list of Projects with assessed liquated damages along with Owner contact information, and number of days assessed liquated damages.

h. **Criteria 8 – Capacity and Experience**

1. **Criterion:** The Bidder shall have sufficient current capacity and the project superintendent assigned to the project shall have experience to meet the requirements of this Project. The Bidder and the project superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.
2. **Documentation:** The Bidder shall, if and when required as detailed below, on a form to be provided by the Owner, provide the Bidder's gross dollar amount of work currently under contract, the Bidder's gross dollar amount of contracts currently not completed, five major pieces of equipment anticipated to be on the project and whether the equipment is leased or owned, the superintendent assigned to this project and their number of years of experience, and two project references of similar size and scope during the 5-year period immediately preceding the bid submittal deadline for this project. The Owner may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance.

As evidence that the Bidder meets Supplemental Responsibility Criteria 2 through 8 stated above, the apparent two lowest Bidders must submit to the Owner by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 2 through 8 together with supporting documentation (sufficient in the sole judgment of the Owner) demonstrating compliance with Supplemental Responsibility Criteria 2 through 8. The Owner reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Owner also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Owner may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Owner (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Owner shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 2 business days of the Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Owner's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Owner to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Owner no later than 5 business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Owner in the Bid Documents.

2.01.9 PROPOSAL ERRORS

If a Bidder discovers an error in the Bidder's Proposal after the Proposals have been opened and tabulated and desires to withdraw the erroneous Proposal, the Bidder shall submit a notarized affidavit signed by the Bidder, accompanied by original certified worksheets used in the preparation of the Proposal, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Proposal.

The affidavit and the certified worksheets shall be received by the Engineer before 5:00 p.m. local time on the next business day following the day of the Proposal opening or the claim of error will not be considered. The Engineer will review the certified worksheets to determine the validity of the claimed error, and make its recommendation to the Owner. If the Owner and Engineer concur that the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility for the Proposal, and the Proposal Deposit will be returned to the Bidder. Thereafter, at the discretion of the Owner, all Proposals may be rejected or an Award made to the next lowest responsive, responsible Bidder.

2.02 AWARD AND EXECUTION OF CONTRACT

2.02.1 AWARD OF CONTRACT

A Contract will not be awarded until the Owner is satisfied that the successful Bidder is responsible, reasonably familiar with the Work to be performed and has the necessary capital, tools, personnel and equipment to satisfactorily perform the Work.

The Owner reserves the right to waive informalities in the bidding, accept a Proposal of the lowest responsive, responsible Bidder, reject any or all Proposals, republish the call for Proposals, or revise or cancel the project.

After the date and hour set for the opening of the Proposals, no Bidder may withdraw its Proposal unless the Award of the Contract is delayed for a period exceeding 60 calendar days following Proposal opening. In the event that a conflicting duration appears elsewhere in the Invitation for Proposals or Contract Provisions or advertisement, the longer period shall govern.

2.02.2 EXECUTION OF CONTRACT

Within 10 calendar days after notification by the Owner of the Award, the successful Bidder shall return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certificates, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions. If the Contract is signed by an officer, agent, or other authorized representative of the Contractor, the officer, agent, or other representative shall furnish satisfactory evidence of authority to sign as the legal representative of the Contractor, if required by the Owner. An authorized partner of a joint venture may sign the Contract, subject to the approval of the Owner, which may, at its discretion, require each and every member of the joint venture to sign the Contract.

Should the successful bidder fail to return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certifications, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions within 10 calendar days after notification by the Owner of the Award, the Owner reserves the right to and may elect to withdraw the award to the successful bidder and award the Contract to the next responsible, responsive bidder.

Until the Owner executes the Contract, no Proposal shall bind the Owner, and the Contractor shall not commence any Work. The Contractor shall bear all risks for any Work begun before the Contract is executed by the Owner.

2.02.3 FAILURE TO EXECUTE CONTRACT

If the Contractor fails to submit the insurance certificates, bonds, and all other certificates, forms, information and documents as required by the Contract Provisions, with the executed Contract within the time required by the Contract Provisions, the Owner may then award the Contract to the next lowest responsive, responsible Bidder or reject any or all Proposals.

2.02.4 RETURN OF BID DEPOSIT

When Proposals have been examined and corrected as necessary, proposal bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other Proposal bonds and deposits will be held until the Contract is awarded and fully executed, after which the Proposal bonds and deposits, except those subject to forfeiture, will be returned.

2.02.5 NOTICE TO PROCEED

A written Notice to Proceed will be issued to the Contractor by the Owner or Engineer after the Contract has been executed by the Contractor and the Owner, and the Performance and Public Works Payment Bonds and required insurance and other certificates and documents are approved by the Owner and, when applicable, by State or Federal agencies responsible for funding any portion of the project. The Contractor shall not commence Work until the Notice to Proceed has been issued.

SECTION 3 - GENERAL REQUIREMENTS OF THE CONTRACT

3.01 SCOPE OF THE WORK

3.01.1 INTENT OF THE CONTRACT

The intent of the Contract is to describe a functionally complete project to be constructed in accordance with the Contract. The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, supplies, and other things required expressly by, or reasonably implied from, the Contract, to complete all Work. Omissions from the Contract of details of Work which are necessary to carry out the intent of the Contract, or which are customarily performed, shall not relieve the Contractor from performing the complete Work called for by the Contract; such Work shall be performed as if fully set forth and described in the Contract. The unit or other bid prices shall be full payment for everything required to complete the Work, including but not limited to labor, supervision, materials, equipment, jobsite and home office overhead and profit.

3.01.2 COORDINATION OF CONTRACT

The Contract Plans and the Contract Provisions for the Work shall be considered as a whole, and anything shown or called for in one and omitted in any other is as binding as if called for or shown on both. Figure dimensions shall, in all cases, be used in preference to scale dimensions. Any inconsistency in the Contract Documents shall be resolved by the following order of precedence (e.g., 1 presiding over 2 through 4, 2 presiding over 3 through 4, etc.):

1. Addenda;
2. The Agreement and Proposal Form;
3. Specifications;
 - 3a. Supplementary General Conditions (including conditions supplied by federal or state agencies on projects funded, in whole or part, by such agencies. In the event of a conflict in various forms of General Conditions, those conditions affording the greatest benefit or protection to the Owner shall govern.);
 - 3b. General Conditions;
 - 3c. Technical Specifications;
4. Contract Plans.

3.01.3 ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any part of the Contract or of the funds to be received under the Contract unless such assignment is approved by the Owner and the Contractor's Performance and Public Works Payment Bonds surety prior to the execution or effectiveness of the assignment.

3.02 CONTROL OF WORK

3.02.1 AUTHORITY AND ROLE OF THE ENGINEER

- (1) The Engineer is the authorized representative of the Owner, and is employed to act as advisor and consultant to the Owner in engineering matters relating to the Contract. Among other things, the Engineer may determine the quantity of material installed or work completed, evaluate whether materials and equipment comply with the Specifications, and assist the Owner with answering questions relating to the meaning and intent of the Contract. The Owner, with the advice of the Engineer, will make the final determination relating to quality, acceptability and conformity of labor and materials to the requirements of the Contract.
- (2) The Engineer does not purport to be a safety expert, and is not engaged in that capacity under the Contract or the Engineer's contract with the Owner. The Engineer does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Engineer may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Engineer, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Engineer's performance of project representation and observation services shall not make the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Engineer responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.
- (3) The Engineer shall have no liability whatsoever to, or contractual relationship with, the Contractor in any way relating to the Contract. The Owner and the Contractor shall look solely to each other for the enforcement with respect to any rights, obligations, claims or liabilities arising under or in any way relating to the Contract. Neither the authority given to the Engineer herein, nor any action or service provided by the Engineer or its subconsultants with regard to the Project, shall create any duty owed by the Engineer or its subconsultants to the Contractor or a cause of action against the Engineer or its subconsultants by Contractor.
- (4) Nothing in the Contract shall, in any way, be construed to place responsibility on the Field Representative, Engineer or the Owner for the method, manner, direction or superintendency of the performance of the Work by the Contractor. Such responsibility rests solely with the Contractor.

- (5) Neither the Engineer nor any of its assistants or agents shall have any power to waive any obligation of the Contract. The Engineer's failure to reject Work that is defective or otherwise does not comply with the requirements of the Contract shall not constitute approval or acceptance of the Work or relieve the Contractor of its obligations under the Contract, notwithstanding that such Work have been estimated for payment or that payments have been made for that Work. Neither shall such failure to reject Work, nor any acceptance by the Engineer or by the Owner of any part or of the whole of the Work bar a claim by the Owner at any subsequent time for recovery of damages for the cost of removal and replacement of any portions of the Work that do not comply with the Contract.
- (6) No order, measurement, determination or certificate by the Engineer or Owner for payment of money or payment for or acceptance of the whole or of any part of the Work by the Engineer or the Owner or extension of time or possession taken by the Owner shall constitute a waiver of any portion of the Contract, nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach thereof.

3.02.2 AUTHORITY OF FIELD REPRESENTATIVE

- (1) Field Representatives are assigned to the project site to keep the Engineer and Owner generally informed as to the progress of the Work and the manner in which it is being done; to keep records; and to act as liaison between the Contractor, Owner and Engineer. When observed, the Field Representative shall call the attention of the Contractor to any deviations from the Contract. However, failure of the Field Representative to call the attention of the Contractor to faulty Work or deviations from the Contract shall not constitute either a waiver of any requirement in the Contract or acceptance of said Work.
- (2) Since one of the Field Representative's primary responsibilities is to observe that the Work progresses expediently and in a workmanlike manner, he or she may offer suggestions to the Contractor, which the Contractor, at its sole discretion, may or may not choose to follow. Such suggestions are not to be considered as anything but suggestions offered to cooperate with and assist the Contractor and shall not constitute an assumption of responsibility, financial or otherwise, by the Field Representative, the Engineer or the Owner.
- (3) The presence or absence of the Field Representative on the job site will be at the sole discretion of the Owner, and the presence or absence of the Field Representative at any time will not relieve the Contractor of its responsibility to properly perform the Work as required by the Contract.
- (4) The Field Representative will have the authority, but not the obligation, to reject defective materials and equipment if observed; however, the failure of the Field Representative to reject defective materials and equipment or any other Work involving deviations from the Contract will not constitute acceptance of such Work. The Field Representative is not authorized to approve or accept any portion of the

Work or to issue instructions contrary to the Contract; all such approvals, acceptances or instructions shall be in writing and signed by the Engineer or the Owner.

- (5) The Field Representative does not purport to be a safety expert, and is not engaged in that capacity under the Contract or the Engineer's contract with the Owner. The Field Representative does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Field Representative may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Field Representative, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Field Representative's performance of observation services shall not make the Field Representative responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Field Representative responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

3.02.3 CONSTRUCTION OBSERVATION AND INSPECTIONS

- (1) All Work required by the Contract, including all materials and equipment to be furnished and the manufacture and preparation thereof shall, at all times, be subject to observation by the Owner's designated representatives, who may, at any time in the performance of their duties, enter upon the Work or the shops and factories where any part of the Work, materials or equipment are being prepared, fabricated or manufactured.
- (2) Observation of Work by the Owner, the Engineer, or the Field Representative shall not relieve the Contractor of its obligation to furnish satisfactory materials and workmanship. Work or materials found unsatisfactory at any time during the life of the Contract, and the applicable warranty periods, guarantees or limitation periods shall be promptly corrected or replaced immediately by the Contractor at its own expense.
- (3) Upon request by the Owner or Engineer, the Contractor shall furnish all tools, labor, equipment and materials necessary to examine any Work that may be completed or in progress, even to the extent of uncovering or taking down portions of completed or covered Work. Work shall be left exposed until examined by the Owner or Engineer, at no additional cost to the Owner. If the Owner or the Engineer determines that the uncovered Work does not comply with the requirements of the Contract, the cost of such examination and the cost of reconstruction and/or repair shall be borne by the Contractor.

- (4) The Contractor shall promptly comply with all directions of the Engineer with reference to correcting any Work or replacing any materials or equipment found to be not in accordance with the Contract. In the event of a dispute, the Contractor may appeal to the Engineer's decision to the Owner in accordance with the Contract, and the Owner's decision shall be final.

3.02.4 EMERGENCY CONTACT LIST

The Contractor shall submit an emergency contact list to the Engineer no later than five calendar days after the date the contract is executed. The list shall include, at a minimum, the Contractor's project manager or equivalent, project superintendent, traffic control supervisor, and erosion and sediment control lead. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Contractor and include one or more alternates. The emergency contact shall be available upon the Engineer's request at other than normal working hours. The emergency contact list shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

3.02.5 ORAL AGREEMENTS

No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Owner, unless subsequently put in writing and signed by the Owner.

3.02.6 ELECTRONIC FILES

All Work performed shall be in conformity with the signed Contract Plans and Contract Provisions. If the Contractor requests electronic files, the Engineer may provide the files. The use of the electronic files shall be at the Contractor's sole risk. The Engineer does not warrant the completeness or accuracy of the electronic files and the Engineer assumes no liability for any errors or omissions in the digital data. The Contractor shall be responsible for reviewing and checking the electronic files to ensure that they are suitable for the Contractor's purpose.

3.03 LEGAL RELATIONS AND RESPONSIBILITIES

3.03.1 APPLICABLE LAWS AND REGULATIONS

3.03.1(1) General

The Contractor shall comply with all laws, ordinances, rules and regulations of any authority having jurisdiction in any way relating to the project, including, but not limited to, regulations governing site maintenance, clean-up, air pollution control, noise control, water quality control, surface water control and runoff, tree and vegetation protection, cultural resources and oil and hazardous substance control.

3.03.1(2) Utilities and Similar Facilities

The Contractor shall protect all private and public utilities from damage. Utilities include, among others: telephone lines; cable television and high-speed internet lines; gas; electric power lines; sanitary sewer; sewer; storm sewer and water lines; street lighting and traffic signal and signing systems; and railroad tracks and related equipment.

In accordance with Chapter 19.122 of the Revised Code of Washington, the Contractor shall call the One-Number Locator Service for the field location of underground utilities. If no locator service is available for the area where the project is located, the Contractor shall provide written notice to all owners of utilities known to, or suspected of, having underground facilities within or near all areas of that will be excavated.

If the Work requires removing or relocating one or more utilities, the Contract will assign the task to the Contractor or utility owner. When this task is assigned to the utility owner and that work is not complete before the Contractor begins work, the Contractor shall immediately notify the Engineer in writing.

To expedite the removal or relocation work or to make that work more efficient, the Contractor may ask utility owners to move, remove, or alter their utilities or equipment in ways other than those specified in the Contract. If so, the Contractor shall make the arrangements with the utility owner and pay all costs associated therewith.

The Contractor shall be responsible for all costs required to protect public and private utilities from damage, including the costs of removal and replacement.

3.03.1(3) Site Maintenance

The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the Work site when they are no longer necessary. Upon completion of the Work and before final acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish and the Work site shall be left in clean and neat condition.

3.03.1(4) State Taxes

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 3-03.1(4) a through Section 3-03.1(4) c are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Owner will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 3-03.1(4) b describes this exception.

The Owner will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Owner may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to the Contract or not. Any amount so deducted will be paid into the proper State fund.

a. State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

b. State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Owner, retail sales tax on the full contract price. The Owner will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

EXCEPTION: The Owner will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

c. Services

The Contractor shall not collect retail sales tax from the Owner on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

3.03.1(5) Equal Employment Responsibilities

The Contractor shall, at its sole cost and expense, comply with all applicable laws, policies and regulations pertaining to nondiscrimination and equal employment opportunities. The absence of specific provisions or other requirements mandated by state, municipal or federal laws, policies or regulations from these General Conditions shall not excuse the Contractor from compliance with such laws, regulations or policies.

3.03.1(6) Archaeological and Historical Objects

Archaeological or historical objects, such as ruins, human skeletal remains, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds.

The Engineer will determine if the material is to be salvaged. The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. The Engineer may require the Contractor to suspend Work in the vicinity of the discovery until salvage is accomplished.

If the Engineer finds that the suspension of Work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the Work under the Contract, the Engineer will make an adjustment in payment or the time required for the performance of the work in accordance with Section 3.04.6.

3.03.2 SAFETY MEASURES

All Work under the Contract shall be performed in a safe manner. The Contractor and all subcontractors shall comply with all applicable rules, regulations, and safety standards of the Washington State Department of Labor and Industries and all other federal, state, local and other governmental entities having jurisdiction over the project. The Contractor shall be solely and completely responsible for the conditions of the job site, including the safety of all persons and property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The Engineer's review of the Contractor's work plan, safety plan, construction sequences, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the job site. The Engineer does not purport to be a safety expert, and is not engaged in that capacity under the Contract. The Engineer has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.

The Contractor shall exercise all required and appropriate precautions to protect all persons and property from injury and damage.

3.03.3 HAZARDOUS MATERIAL

Biological hazards and associated physical hazards may be present at the Work site. The Contractor shall take precautions and perform any necessary Work to provide and maintain a safe and healthful Work site in accordance with all applicable laws. The cost for all Work necessary to provide and maintain a safe Work site shall be included in the Contractor's Proposal, unless the Contract includes provisions to the contrary.

3.03.4 PAYMENT OF WAGES AND RELATED REQUIREMENTS

3.03.4(1) Minimum Prevailing Wage Requirements

- a. The Contract is subject to the minimum prevailing wage and hour requirements of RCW 39.12 and RCW 49.28 (as amended or supplemented). On projects having federal funding, federal wage laws and rules may also apply. The Contract may list minimum hourly rates for wages for trades or occupations in the locality within the state where such labor is performed as determined by the Industrial Statistician for the Department of Labor and Industries or under the federal Davis-Bacon Act. These rates are for general reference purposes only and may not be current or complete. The Contractor, any subcontractor, or other person doing any Work under the Contract shall not pay any worker less than the applicable current minimum hourly wage rates required by applicable law. Higher wages and benefits may be paid.
- b. The Contractor, any Subcontractor, and all individuals or firms required by RCW 39.12, WAC 296-127, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by RCW 39.12 or the DBRA. Higher wages and benefits may be paid.
- c. In accordance with WAC 296-127, the applicable prevailing wage rates that are in effect on the date when Proposals are due shall remain in effect for the duration of the Contract. By incorporating prevailing wage rates into the Contract, the Owner does not warrant or imply that the Contractor will find labor available at those rates. The Contractor shall calculate in its Proposal any amounts above the minimums that it will actually have to pay. Further, rates for wages and/or fringe benefits may change while the Contract is in force. If they do, the Contractor shall bear the cost of paying rates above those in effect at time of bid.
- d. If employing labor in a class not listed in the Contract Provisions on State funded projects, the Contractor shall request the Industrial Statistician, Department of Labor and Industries to determine the correct wage and benefits rate.

- e. If employing labor in a class not listed in the Contract Provisions on a federally funded project, the Contractor shall request the U.S. Secretary of Labor to determine the correct wage and benefits rate.
- f. The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition “Contractor” in WAC 296-127-010, complies with all the requirements of RCW 39.12.
- g. The Contractor shall be responsible for compliance with the requirements of the DBRA and RCW 39.12 by all firms (Subcontractors, lower tier subcontractors, Suppliers, Manufacturers, or Fabricators) engaged in any part of the Work necessary to complete the Contract. Therefore, should a violation of this Subsection occur by any firm that is providing Work or materials for completion of the Contract whether directly or indirectly responsible to the Contractor, the Owner will take action against the Contractor, as provided by the provisions of the Contract, to achieve compliance, including, but not limited to, withholding payment on the Contract until compliance is achieved.

3.03.4(2) Posting Notice Requirements

Notice of intent to pay prevailing wages and prevailing wage rates for the project shall be posted for the benefit of workers. The Contractor shall post the following, together with anything else necessary to comply with all applicable laws and regulations:

- a. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Contractor, each subcontractor, and any other firm (Supplier, Manufacturer, of Fabricator) that falls under the provisions of RCW 39.12 because of the definition of “Contractor” in WAC 296-127-010;
- b. One copy of the prevailing wage rates for the project;
- c. The address and telephone number of the Industrial Statistician for the Department of Labor and Industries, along with a statement that complaints and questions about wage rates may be directed there; and
- d. FHWA 1495/1495A “Wage Rate Information” poster if the project is funded with federal aid.

Notice shall be posted at a location readily visible to workers at the job site, or where no field office is established, at a local office. The Contractor shall supply a copy of the Notice to any employee upon request.

3.03.4(3) Apprentices

If employing apprentices, the Contractor shall submit to the Owner written evidence showing:

- a. That each apprentice is enrolled in a program approved by the Washington State Apprenticeship and Training Council;
- b. The progression schedule for each apprentice; and
- c. The established apprentice-journeyman ratios and wage rates in the project locality upon which the Contractor shall base such ratios and rates under the contract. Any worker for whom an apprenticeship agreement has not been registered and approved by the Washington State Apprenticeship and Training Council shall be paid the prevailing hourly rate for journeymen provided in RCW 39.12.021.

3.03.4(4) Required Documents

On forms provided by the Industrial Statistician of Washington State Labor & Industries, the Contractor shall submit to the Owner the following for itself and for each subcontractor and firm covered under RCW 39.12 that provides work and materials for the Contract:

- a. A copy of an approved “Statement of Intent to Pay Prevailing Wages.” The Owner will make no payment under the Contract until this statement has been completed and submitted to the Owner.
- b. A copy of an approved “Affidavit of Wages Paid.” This affidavit certifies the Contractor has complied with all prevailing wage requirements. The Owner will not release to the Contractor any funds retained under RCW 60.28 until all of the “Affidavits of Wages Paid” have been completed and submitted to the Owner and approved by the Department of Labor and Industries.
- c. At the end of each month a statement signed by the Contractor that prevailing wages have been paid in accordance with the Contractor’s Statement of Intent to Pay Prevailing Wages shall be on file with the Owner. If the Contractor fails to submit this statement, the progress payment will not be paid.
- d. The Contractor shall submit certified payrolls to the Owner for the Contractor and all Subcontractors or lower tier subcontractors on federally funded projects and, when requested by the Owner, or agents on other projects. If certified payrolls are not supplied within 10 calendar days after the end of the preceding weekly payroll period for federal-aid projects or within 10 calendar days from the date of the written request on projects with Owner funds only, any or all payments may be withheld until compliance is achieved. All certified payrolls shall be complete and explicit. Employee Work classification codes used on certified payrolls shall coincide exactly with the occupation codes listed on the minimum wage schedule in the Contract Provisions, unless the Engineer specifically approves an alternate method to identify the occupation coding used by the Contractor to compare with

the codes listed in the Contract Provisions. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown along with the correct employee classification code.

- e. Final Contract Voucher Certification.

3.03.5 BONDS, INSURANCE AND INDEMNITY OBLIGATIONS

3.03.5(1) Contract Bonds

The successful bidder shall provide an executed Performance Bond and Public Works Payment Bond for the full Contract amount (including sales tax). The Contract Bonds shall:

1. Be on Owner-furnished forms;
2. Be signed by an approved Surety (or Sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner; and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
3. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time; and
4. Guarantee that the Surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
 - b. Of the Contractor (or the Subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

The Owner may require Sureties or Surety companies on the Contract Bonds to appear and qualify themselves. Whenever the Owner deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

3.03.5(1.1) Two-Year Guarantee Period

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within 2 years after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Owner's written notice of a defect, and shall complete such work within the time stated in the Owner's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Owner's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for 2 years after acceptance of the corrections by Owner.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

3.03.5(2) Worker's Benefits

- a. The Contractor shall make all payments required for unemployment compensation under RCW Title 50 and for industrial insurance and medical aid required under RCW Title 51. If any payment required by Title 50 or Title 51 is not made when due, the Contractor shall indemnify the Owner with respect to all costs and damages, including attorneys' fees and expenses, associated with such nonpayment. The Owner may retain payments due under Title 50 or Title 51 from any money due to the Contractor and make payment to the appropriate fund.
- b. The Contractor shall include in the various items in its bid Proposal all costs for payment of unemployment compensation and for providing the required insurance coverage(s). The Contractor will not be entitled to any additional payment for: (1) failure to include such costs in the Proposal, or (2) post-Award determinations made by the U.S. Department of Labor, the Washington State Department of Labor and Industries, or any other agency or entity regarding insurance coverage requirements.

3.03.5(4) Public Liability & Property Damage Insurance

3.03.5(4.1) General Requirements

- A. The Contractor shall procure and maintain insurance described in all subsections in this Section, from insurers with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
- C. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Owner’s insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Owner shall be excess of the Contractor’s insurance and shall not contribute with it.
- F. The Contractor shall provide the Owner and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Owner may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

3.03.5(4.2) Additional Insured

All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Owner and its officers, elected officials, employees, agents, and volunteers;
- Gray & Osborne, Inc.;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by the Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 3.03.5(4.4) describes limits lower than those maintained by the Contractor.

3.03.5(4.3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 3.03.5(4.5)A and 3.03.5(4.5)B. Upon request of the Owner, the Contractor shall provide evidence of such insurance.

3.03.5(4.4) Verification of Coverage

The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. The certificate and endorsements shall conform to the following requirements:

1. An ACORD certificate or a form determined by the Owner to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 or the equivalent of each, naming the Owner and all other entities listed in 3-03.5(4.2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notification of coverage enhancements on the Certification of Insurance shall not satisfy these requirements; actual endorsement must be submitted.

Upon request, the Contractor shall forward to the Owner a full and certified copy of the insurance policy(s). If Builders Risk Insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

3.03.5(4.5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions shall be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

3.03.5(4.5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least 3 years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence
\$1,000,000	Stop Gap/Employers' Liability

3.03.5(4.5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) shall provide the following minimum limit:

\$1,000,000 combined single limit each accident

3.03.5(4.5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

3.03.5(4.5)D Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage and employers liability.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

3.03.5(4.5)E Builders Risk Insurance

The Contractor shall purchase and maintain Builders Risk insurance covering interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk shall be required for all structures on the project. A structure is any equipment, facility, building, bridge, retaining wall, or tank extending 4 feet or more above adjacent grade; or any facility less than 4 feet above adjacent grade, designed for human access, and containing more than \$50,000 worth of electrical or mechanical equipment. Poles, light standards, or antenna less than 50 feet in height and less than 2 feet in diameter shall not be considered structures. Builders Risk insurance, when required, shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance, when required, shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the applicable portions of the project, with no coinsurance provisions.

The Builders Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood, earthquake and all other perils may be accepted by the Owner upon written request by the Contractor and written acceptance by the Owner. Any increased deductibles accepted by the Owner will remain the responsibility of the Contractor.

The Builders Risk insurance shall be maintained until the Physical Completion Date.

The Contractor and the Owner waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

Liability for facilities not covered by Builders Risk shall remain the responsibility of the Contractor.

3.03.5(4.5)F LHWCA Insurance

If the Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

\$1,000,000	Bodily Injury by Accident – each accident
\$1,000,000	Bodily Injury by Disease – each employee
\$1,000,000	Bodily Injury by Disease – policy limits

3.03.5(4.5)G Protection and Indemnity Insurance Including Jones Act

If the Contract involves marine activities, or work from a boat, vessel, or floating platform, the Contractor shall procure and maintain Protection and Indemnity (P&I) coverage including collision liability, injury to crew (Merchant Marine Act of 1920 - Jones Act) and passengers, removal of wreck and liability for seepage, pollution, containment and cleanup using form SP-23 or SP 38 or a form as least as broad.

All entities listed under Section 3.03.5(4.2) of the General Conditions shall be named as additional insureds on the Contractor's Protection and Indemnity insurance policy.

Such policy must provide the following minimum limits:

\$1,000,000	Bodily Injury by Accident – each accident or occurrence
\$1,000,000	Bodily Injury by Disease – each employee
\$1,000,000	Bodily Injury by Disease – policy limits

3.03.5(4.5)H Hull and Machinery

If the Contract involves use of a boat, vessel, or floating platform, the Contractor shall procure and maintain coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.

3.03.5(4.5)I Marine Pollution

If this Contract is near or on water, the Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

Such policy must provide the following minimum limits, or statutory limits of liability as applicable, whichever is higher:

\$1,000,000	per Occurrence
-------------	----------------

3.03.5(4.5)J Pollution Liability

If this Contract includes work with lead based paint, materials containing asbestos or transportation of hazardous materials, the Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 3.03.5(4.2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

\$1,000,000 each loss and annual aggregate

3.03.5(4.5)K Professional Liability

If the Contract requires engineering design services, the Contractor and/or its Subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

\$1,000,000 per claim and annual aggregate

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

3.03.5(5) Indemnity and Hold Harmless

- a. To the fullest extent permitted by law and subject to the limitations of RCW 4.24.115, the Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their appointed and elective officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and expenses arising out of or resulting from the negligent performance of the Work, provided that any such claim, damage, loss or expense

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Provided, however, that when any such claim, damage, loss or expense arises from the concurrent negligence of (1) the Owner, or anyone for whose acts it may be liable, and (2) the Contractor, or anyone for whose acts it may be liable, it is expressly agreed that the Contractor's obligations of defense and indemnity under this section shall be effective only to the extent of the Contractor's negligence and those for whose negligence the Contractor is responsible. This obligation of indemnity shall not extend to claims, losses or expenses arising from the sole negligence of the Owner, its appointed or elected officials, agents or employees.

- b. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts, it being the expressed intent of the parties that Contractor herein specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. **THIS WAIVER HAS BEEN SPECIALLY NEGOTIATED BY THE PARTIES, WHO HAVE ACKNOWLEDGED SAME BY AFFIXING THEIR SIGNATURES TO THE PROPOSAL FORM.**

3.03.5(6) Patent Royalties & Process Fees

The Contractor shall be responsible for all costs arising from the use of patented devices, materials, or processes used in or incorporated in the Work. The Contractor agrees to indemnify, defend, and save harmless the Owner from all claims and damages, in any way relating to the use of patented devices, materials, or processes used in or incorporated in the Work.

3.03.6 METHOD OF SERVING NOTICE

All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, shall be in paper format, hand delivered or sent via mail delivery service to the Owner. Electronic formats such as emails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

3.04 PROSECUTION AND PROGRESS OF THE WORK

3.04.1 QUALITY OF WORK

3.04.1(1) Workmanship

- a. The Contractor represents that it is fully experienced and possesses all the necessary capital, facilities and expertise to perform all of the Work, and hereby guarantees that all of the Work performed by it under the Contract will be of the highest quality and done in a workmanlike fashion in strict accordance with the requirements of the Contract.
- b. The Contractor shall at all times employ skilled workmen and use skilled Subcontractors in the performance of the Work. When required in writing by the Owner or the Engineer, the Contractor or its Subcontractors shall remove from the Work site any person or Subcontractor who is, in the opinion of the Owner or the Engineer, not competent, not qualified, disorderly, or otherwise unsatisfactory and shall not again employ such discharged person or Subcontractor on the Work, except with the prior written consent of the Owner. Discharge of any person or Subcontractor shall not be the basis of any claim for compensation or damages against the Owner or the Engineer.
- c. All Work performed under the Contract shall be of first quality workmanship throughout, with the Work complete and in full working order upon completion.
- d. Except when otherwise expressly specified in the Contract, the Contractor shall design, survey, layout and be responsible for all methods, materials and equipment used in performing the Work.
- e. If, at any time, the Contractor's workforce (including Subcontractors), in the opinion of the Owner and/or the Engineer, shall be inadequate for maintaining the necessary progress required to complete the Work within the Contract Time, the Contractor shall, if so required by the Owner and/or the Engineer, increase the workforce or equipment to such an extent as to give reasonable assurance of compliance with the Work schedule. The failure of the Owner and/or the Engineer to make such demand shall not relieve the Contractor of its obligation to perform the Work in accordance with the requirements of the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its activities, construction methods and the rate of progress required by the Contract.

3.04.1(2) Contractor's Supervisory and Site Personnel

- a. The Contractor shall assign sufficient supervisory personnel to ensure the faithful prosecution of the Work and shall have adequate supervisory personnel present at the Work site who are either employees of the Contractor or duly authorized representatives designated in writing to the Owner and/or the Engineer. The Contractor shall at all times maintain at the Work site a complete copy of the

Contract Provisions, Contract Plans, and record drawings of the Work that has been completed.

- b. The Contractor shall at all times have at least one duly authorized supervisory representative at the Work site who shall be fully authorized to make binding decisions on behalf of the Contractor with respect to the Work. If the Contractor's duly authorized supervisory representative at the Work site will be absent from the Work site for more than four hours, he/she shall designate an assistant who possesses the same authority and so inform the Owner and the Field Representative, if applicable.

3.04.2 MATERIALS AND EQUIPMENT

- (1) Materials and equipment furnished and installed shall be manufactured, fabricated or constructed to meet all applicable safety requirements. All material and equipment supplied by the Contractor and incorporated in the Work shall be of new manufacture, free from defects and in strict compliance with the requirements of the Contract. When required by the Owner, a certificate from the manufacturer or other responsible supplier shall be supplied attesting to this fact.
- (2) All tools and equipment used for construction operations shall be of the size and type suitable for the Work and shall be kept in safe and good working condition at all times.
- (3) The Contractor shall, whenever required during the progress of the Work and after completion of the Work, furnish proof acceptable to the Owner that all items of equipment and all materials installed equal or exceed all requirements specified in the Contract.
- (4) The Contractor shall use all means possible to protect materials and equipment from damage or degradation of any kind before, during and after installation.
- (5) The Contractor shall replace any materials or equipment damaged during the performance of the Work to the approval of the Owner and the Engineer. The cost of replacing damaged materials and equipment shall be borne by the Contractor.

3.04.3 SPECIFICATION OF PARTICULAR MATERIALS AND EQUIPMENT

- (1) Within the Contract, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the Owner. Unless specifically noted otherwise, it is not the intent of the Contract to exclude other processes or materials of a type and quality equal to those designated.
- (2) The term "or equal" as used in the Contract does not mean that the Contractor's substitution of material or equipment will necessarily be approved as equal by the Engineer. If the Contractor desires to substitute material or equipment on the basis that it is equal to that specified, the Contractor shall submit a written request to the

Engineer to substitute the material or equipment. The Contractor shall not use or incorporate such material or equipment into the Work until the Contractor has received written approval from the Engineer.

- (3) If the Contractor proposes substitutions, the Engineer will record all time used to evaluate each proposed substitution. If an approved substitution requires revisions to the Contract Documents, the Engineer will record all time to accomplish the revisions. Whether or not the Engineer approves a proposed substitution all direct and indirect cost to evaluate the proposed substitution shall be deducted from amounts due or to become due to the Contractor.
- (4) No additional compensation or extension of time will be allowed the Contractor for any changes required to incorporate substituted materials or equipment.

3.04.4 STORAGE

3.04.4(1) On-Site Storage

The Contractor shall store all equipment and materials in a safe and suitable place in accordance with the manufacturer's recommendations. Materials and equipment shall be covered or wrapped to protect them from moisture, dust and deterioration, as required or necessary. All on-site storage areas shall be approved in advance by the Owner and the Engineer.

3.04.4(2) Off-Site Storage

The Contractor may be required to provide offsite storage of equipment and materials to enable construction to occur at the Work site. The Contractor has full responsibility to secure all offsite storage areas, if needed, and shall include the costs for providing such storage areas in the bid Proposal for the individual equipment and material items requiring off-site storage. All off-site storage areas shall be enclosed or fenced and be secure.

3.04.5 DEFECTIVE MATERIALS, EQUIPMENT AND WORKMANSHIP

- (1) Materials, equipment, or workmanship which, in the opinion of the Owner or the Engineer, does not conform to the Contract or are in any other way unsatisfactory or unsuited to the purpose for which they are intended may be rejected. The Contractor shall remove from the Work site without delay, all rejected materials, equipment and work, and shall promptly replace the same in strict conformity with the requirements of the Contract. Unsatisfactory materials, equipment and workmanship may be rejected at any time, notwithstanding any previous testing, inspection or acceptance of such materials, equipment or workmanship, or inclusion thereof in any previously issued progress estimates.

- (2) If the Contractor fails to correct defective Work, equipment or materials, the Owner shall have the right to exercise any of the following options or any combination thereof:
- a. The Owner may replace the defective Work, materials or equipment by purchase from or contract with any other parties at the expense of the Contractor, and in this event, the Owner shall be entitled without compensation to the Contractor, to the use of the defective Work or equipment for such reasonable time as is necessary to enable Owner to replace such defective Work, materials or equipment.
 - b. The Owner may elect to accept the defective Work, materials or equipment and issue a Change Order reflecting a credit against the contract price, computed under the terms of the Contract in an amount to be determined by the Engineer, which amount shall reflect the actual value to the Owner of the accepted Work.
 - c. Upon receipt of notice from the Owner of any defects in material, equipment or workmanship which appear within a two-year period following the Substantial Completion Date, or within any other warranty or guarantee period required by the Contract or provided by a manufacturer or supplier, the Contractor shall promptly and with the least possible delay and inconvenience to the Owner, repair or replace such defective workmanship, material or equipment without expense to the Owner.
 - d. The Contractor shall be responsible for the full cost of correcting defective Work and complying with warranties and guarantees as required by the Contract. Direct or indirect costs, including administrative and engineering, incurred by the Owner attributable to correcting and remedying defective or unauthorized work, or Work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Owner from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.
 - e. All warranties, guarantees, and other obligations to correct work that does not comply with the Contract are material requirements of the Contract. The performance of all warranties, guarantees and other obligations shall be secured by the Performance Bond and the Public Works Payment Bond submitted by the Contractor at the time the Contract is signed.

3.04.6 CHANGES IN THE WORK

- (1) The Owner or the Engineer may, at any time, without notice to the Performance Bond or Public Works Payment Bond sureties, by written order designated or indicated to be a Change Order or Change Directive, make any change, including modifications to, additions to or deletions from the Work including, but not limited to, changes:
 - a. To the Contract Provisions and Contract Plans;
 - b. To quantities or performance of the Work;
 - c. To Owner-furnished facilities, equipment, materials, services or the Work site; or
 - d. To the schedule for the Work or the Contract Time.
- (2) A Change Order is an amendment to the Contract, which signifies changes in the scope of the Work, the Contract Time, and/or the Contract price. A Change Order shall be the complete expression of the agreement between the Owner and the Contractor. No claims or entitlement to and equitable adjustment or changes to the Contract Time and/or Contract Price will be allowed for alleged verbal or oral agreements or directives.
- (3) The Engineer will issue a written change order for any change. If the Engineer determines that the change increased or decreased the Contractor's costs or time to do any of the Work, the Engineer will make an equitable adjustment to the Contract. The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 3.04.6(7) and adjust the time as the Engineer deems appropriate. Extensions of time will be evaluated in accordance with Section 3.04.15(2).

The Contractor shall proceed with the Work upon receiving:

1. A written change order approved by the Owner; or
2. An oral order from the Engineer before actually receiving the written change order.

Within 14 calendar days of delivery of the change order the Contractor shall endorse and return the change order, request an extension of time for endorsement or respond in accordance with Section 3.04.8. The Owner may unilaterally process the change order if the Contractor fails to comply with these requirements. Changes normally noted on field stakes or variation from estimated quantities, except as provided in Section 3.04.6(8), will not require a written change order. These changes shall be made at the unit prices that apply. The Contractor shall respond

immediately to changes shown on field stakes without waiting for further notice.

The Contractor shall obtain written consent of the Surety or Sureties if the Engineer requests such consent.

- (4) All Change Orders will be prepared by the Owner or Engineer and executed in triplicate with one copy to the Owner, one to the Contractor, and one retained by the Engineer.
- (5) If the Contractor encounters any circumstances during the performance of the Work that the Contractor contends creates any entitlement to a change in the Contract Time, the Contract Price, or both, the Contractor shall immediately provide written notice to the Engineer. Within 10 calendar days after providing written notice, the Contractor shall provide a written request to the Engineer for a change to the Contract Time and/or Contract Price and provide detailed information supporting the request, including cost and schedule information.
- (6) No claim by the Contractor shall be allowed if the terms of this Section 3.04.6 are not strictly followed. In the event of any non-compliance, the Contractor shall be conclusively determined to have waived any claim or entitlement to an adjustment of the Contract Time or the Contract Price.
- (7) The cost to be included in an adjustment for any changes to the Work, adjustment of the Contract Time or Contract Price and any equitable adjustment or entitlement related to the Work or the Contract shall meet the notice provisions of Section 3.04.6, and will be determined strictly by one or a combination of the following methods:
 - a. Contract unit bid prices previously agreed upon; or
 - b. If there are no unit bid prices, an agreed lump sum; or
 - c. If the amount of the adjustment cannot be agreed upon in advance or in the manner provided in subparagraph a or b above, the cost will be determined by the actual cost of:
 1. Labor including working foremen. Labor rates will only include the basic wage and fringe benefits, the current rates for Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), and the company's present rates for medical aid and industrial insurance premiums;
 2. Materials incorporated permanently into the Work;
 3. The ownership or rental cost of equipment during the time of use on the extra work. Equipment rates shall be as set forth in the then

current AGC/WSDOT Equipment Rental Agreement. These rates shall be full compensation for all costs incidental to furnishing and operating the equipment. The Contractor shall submit copies of the applicable portions of the AGC/WSDOT Equipment Rental Agreement to the Engineer; plus

4. Overhead and Profit as follows:

For Work performed by the Contractor, an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes.

For Subcontractor Work, the Subcontractor will be allowed an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes. The Contractor will be allowed an additional markup of 10 percent to compensate the Contractor for all administrative costs, including home office and field overhead, profit, bonding, insurance, business and occupation taxes and any other costs incurred.

In no case will the total fixed fee for the Contractor and all Subcontractors of all tiers exceed 30 percent.

- (8) Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original bid quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original bid quantity, and that bid item represents 10 percent or more of the total original contract price. In that case, payment for Contract Work may be adjusted as described herein.

The adjusted final quantity shall be determined by starting with the final accepted quantity measured after all Work under an item has been completed. From this amount, subtract any quantities included in additive change orders accepted by both parties. Then, to the resulting amount, add any quantities included in deductive change orders accepted by both parties. The final result of this calculation shall become the adjusted final quantity and the basis for comparison to the original Proposal quantity.

- a. **Increased Quantities.** Either party to the Contract will be entitled to renegotiate the price for that portion of the adjusted final quantity in excess of 1.25 times the original Proposal quantity, if 10 percent or more of the original contract price. The price for excessive increased quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will be determined by the Engineer based upon the actual costs to perform the Work, including reasonable markup for overhead and profit. The final price will be determined by the Engineer.
- b. **Decreased Quantities.** Either party to the Contract will be entitled to an equitable adjustment if the adjusted final quantity of Work performed is less than 75 percent of the original Bid quantity, if 10 percent or more of the original contract price. The Contractor shall submit the documentation to support the equitable adjustment to the Engineer. The equitable adjustment shall be based upon and limited to three factors:
 1. Any increase or decrease in unit costs of labor, materials or equipment, utilized for Work actually performed, resulting solely from the reduction in quantity;
 2. Changes in production rates or methods of performing Work actually done to the extent that the nature of the Work actually performed differs from the nature of the Work included in the original plan; and
 3. An adjustment for the anticipated contribution to unavoidable fixed cost and overhead from the units representing the difference between the adjusted final quantity and 75 percent of the original Plan quantity.

The following limitations shall apply to renegotiated prices for increases and/or equitable adjustments for decreases:

1. The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement.
2. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent that there is an unbalanced allocation of such expenses among the Contract Bid items.
3. No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown in the Proposal form, Contract Provisions, and Contract Plans.

4. The total payment (including the adjustment amount and unit prices for Work performed) for any item that experiences an equitable adjustment for decreased quantity shall not exceed 75 percent of the amount originally Bid for the item.

If the adjusted final quantity of any item does not vary from the quantity shown in the Proposal by more than 25 percent, then the Contractor and the Owner agree that all Work under that item will be performed at the original Contract unit price.

When ordered by the Engineer, the Contractor shall proceed with the Work pending determination of the cost or time adjustment for the variation in quantities.

The Contractor and the Owner agree that there will be no cost adjustment for decreases if the Owner has entered the amount for the item in the Proposal form only to provide a common Proposal for Bidders.

3.04.7 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: (1) pre-existing subsurface or latent physical conditions at the Work site that differ materially from those indicated in the Contract Documents, or (2) pre-existing unknown physical conditions at the Work site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character required by the Contract. The Engineer shall be given an opportunity to examine such conditions in order to advise the Owner of possible modifications to the Work to mitigate such conditions. If the Engineer determines that conditions are materially different and cause a material increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, an equitable adjustment shall be made in the Contract Time and/or Contract price in accordance with other applicable provisions of the Contract relating to changes in the Work. Failure of the Contractor to give notice of such conditions at the time of discovery shall constitute a waiver of any claim for an equitable adjustment. Any such adjustments to the Contract Price shall be computed strictly limited to amounts provided under paragraph 3.04.6.

3.04.8 PROTEST BY THE CONTRACTOR

If the Contractor disagrees with anything in a Change Order or a written directive, or with any interpretation or determination by the Engineer, the Contractor shall:

- a. Immediately submit a signed written notice of protest to the Engineer before doing the Work;

- b. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
1. The date and nature of the protested order, direction, instruction, interpretation or determination;
 2. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration, and nature of the Work involved and a review of the Plans and Contract Provisions referenced to support the protest;
 3. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined; and
 4. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
 5. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved.

The Contractor shall keep detailed and complete records of extra costs and schedule impacts to Contract Time that in any way relate to a protest. The Contractor shall allow the Engineer to have access to all documents and records needed for evaluating the protest.

The Engineer will evaluate all protests that comply with this Section. If the Engineer determines that a protest is valid, the Engineer will adjust the Contract Price and/or the Contract Time by an adjustment in accordance with Section 3.04.6 and 3.04.15(2).

During the time when any protest is pending, the Contractor shall proceed promptly with the Work, as the Engineer orders in writing.

The Contractor's failure to submit a protest in strict accordance with the requirements of this Section shall constitute a waiver of any claim for an adjustment to the Contract Time, the Contract Price, or other relief.

3.04.9 SUBCONTRACTORS AND SUBCONTRACTS

3.04.9(1) Contractor Responsibility

Nothing contained in the Contract shall create any contractual or other relationship between the Owner and/or the Engineer and any Subcontractor or sub-subcontractor, and no performance undertaken by any such Subcontractor or sub-subcontractor shall, under any circumstances, relieve the Contractor of its obligations and responsibilities under the Contract.

Prior to subcontracting any Work, the Contractor shall verify that every first tier Subcontractor meets the responsibility criteria stated below at the time of subcontract execution. The Contractor shall include these responsibility criteria in every subcontract, and require every Subcontractor to:

1. Possess any electrical contractor license required by 19.28 RCW or elevator contractor license required by 70.87 RCW, if applicable;
2. Have a certificate of registration in compliance with Chapter 18.27 RCW;
3. Have a current State unified business identifier number;
4. If applicable, have:
 - a. Industrial insurance coverage for the bidder's employees working in Washington (Title 51 RCW);
 - b. An employment security department number (Title 50 RCW);
 - c. A state excise tax registration number (Title 82 RCW).
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3);
6. Verify these responsibility criteria for every lower tier subcontractor at the time of subcontract execution; and
7. Include these responsibility criteria in every lower tier subcontract.

3.04.9(2) Contractor Work Performance Requirement

Work done by the Contractor's own organization shall account for at least 30 percent of the awarded Contract price.

3.04.9(3) Approval of Subcontractors

The Contractor shall not subcontract Work unless the Engineer approves in writing. Each request to subcontract shall be on the form the Engineer provides. If the Engineer requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires. The Contractor shall require each subcontractor to comply with Section 3.03.4 and to furnish all certificates and statements required by the contract. Approval of a Subcontractor by the Owner shall not relieve the Contractor or Subcontractor of any obligations or responsibilities under the Contract. Any delays or other impacts caused by the failure of the Contractor to provide required information and obtain approval of any Subcontractor in a timely manner will not be considered as justification for additional compensation or an extension of the Contract Time.

3.04.9(4) Subcontracts

Upon approval of Subcontractors by the Owner, the Contractor shall, if requested, provide the Owner with complete copies of all subcontracts entered into between the Contractor and any Subcontractor. Providing requested subcontracts to the Owner shall be a condition precedent to the Owner's obligation to make any progress payment to the Contractor.

3.04.9(5) Incorporation of Contract

Every subcontract entered into by the Contractor shall expressly bind each Subcontractor to all of the terms and conditions of the Contract, which the Contractor shall incorporate into each subcontract by reference.

3.04.9(6) Replacement of Subcontractors

Subject to the requirements of state and/or federal agencies having jurisdiction over MBE/WBE/DBE requirements applicable to the Work, should it become impossible for a Subcontractor to perform the Subcontractor's intended work, the Contractor shall submit the information required above for an alternate Subcontractor at least 10 days prior to the time that the Subcontractor is scheduled to begin work. The failure of any Subcontractor to perform its portion of the Work in a timely or workmanlike fashion is the sole responsibility of the Contractor.

3.04.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

The Owner reserves the right to perform other work on or near the Work site using its own forces and/or other contractors. The Contractor shall take all reasonable steps to coordinate its performance of the Work with the Owner and/or such other contractors and subcontractors. If, through acts of commission or omission on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage with respect to the other work being performed by the Owner, the Contractor agrees to promptly settle with such other contractor or subcontractor by agreement or other dispute resolution process. The Contractor agrees to indemnify and hold harmless the Owner and the Engineer from all claims asserted against and liability incurred by the Owner or the Engineer resulting from disputes between the Contractor and any other contractor or any subcontractor or material supplier. The indemnification rights of the Owner and the Engineer include expenses such as, but not limited to, salaries/wages of employees and all other expenses relating to any mediation, litigation, or arbitration, including costs, consulting fees and attorneys' fees. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained by an act or omission of the Contractor or anyone for whose acts it may be liable, the Owner or the Engineer shall notify the Contractor, which shall defend, indemnify and save harmless the Owner and the Engineer against such claim.

The coordination of the Work with other work by the Owner shall be taken into account by the Contractor as part of its site investigation obligations under Section 2.01.4, and all costs thereof shall be borne by the Contractor as part of the contract price for the Work.

3.04.11 RISK OF LOSS

The Contractor shall have all risk of loss for all Work in progress, all materials, all equipment and all other items in any way relating to the Work through theft, fire, other casualty, act of God, or any other cause until the Contract Completion Date.

3.04.12 MEASUREMENT AND PAYMENT

3.04.12(1) General

The Contract price for the Work, whether lump sum or unit prices, shall constitute full compensation for furnishing all facilities, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete all items of the Work in accordance with the Contract, notwithstanding that minor or incidental features of the Work may not be shown on the Contract Plans or Contract Provisions.

3.04.12(2) Measurement

Measurement for all items shall be as specified in the Contract for unit price and lump sum price items.

3.04.12(3) Payment

Payment for all of the Work will be made at the lump sum or unit contract price as set forth in the Contract. Payment of the contract price shall constitute full compensation for the complete performance of all of the Work.

3.04.12(4) Access to Books and Records

The Contractor shall, whenever so requested, give the Owner and/or the Engineer access to all invoices, bills of lading and other documents relating to the Work. The Contractor shall, without charge, provide personnel and measures and scales with adequate capacity for measuring or weighing any materials or other items paid for on a unit price basis.

3.04.12(5) Progress Payment Estimates

Progress payment estimates shall be prepared by the Engineer and reviewed by the Contractor and will be submitted with the Engineer's recommendation to the Owner for its approval on the first day of the month for all Work completed through the 26th day of the preceding month, unless otherwise agreed upon by the Owner, the Engineer and the Contractor. The Engineer will prepare progress payment estimates as accurately as available information permits. The Owner will make no payment under the Contract for the Work performed until the "Statement of Intent to Pay Prevailing Wages," in accordance with RCW 39.12.040, is submitted to the Engineer, including Subcontractor wage rates. In general, each progress payment will be based upon the payment schedule and the value of Work performed during the preceding pay period. Before the final progress payment estimate is prepared, all quantities will be reviewed by the Engineer.

3.04.12(6) Payment for Materials on Hand

The Owner may reimburse the Contractor for 90 percent of the invoice amount of materials and equipment purchased before their incorporation into the work if properly stored on or near the Work site. Invoices for equipment and materials will be verified and approved by the Engineer. Each invoice shall be sufficiently detailed to enable the Engineer to determine actual costs. Payment for materials on hand shall not exceed the total contract cost of the contract item. Payment will not be made for granular materials, forming materials, consumables, nails, tie wire, etc. Payment will not be made for materials for any invoice that is less than \$2,000.00 or for freight bills and similar items. Payment for equipment or materials on hand shall not constitute acceptance of the equipment or materials. Equipment and materials will be rejected if found to be faulty, even if payment for it has been made.

3.04.12(7) Payments Withheld

The Engineer may decide not to recommend approval of all or a portion of a progress estimate, and/or the Owner may decide to withhold from a progress estimate an amount sufficient to protect the Owner from loss because of:

- a. Defective Work not remedied;
- b. Third-party claims or reasonable evidence indicating the probability that a third-party claim will be asserted;
- c. Failure of the Contractor to make timely and proper payments to Subcontractors or for labor, materials or equipment;
- d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price;
- e. Damage to the Owner or another contractor;
- f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the contract price will not be adequate to cover actual or liquidated damages for the anticipated delay;
- g. Repeated failure by the Contractor to comply with the directions of the Owner or the Engineer or to carry out the Work in accordance with the Contract;
- h. Other appropriate reasons necessary to protect the Owner.

3.04.12(8) Payment Upon Correction of Deficiencies

When the reason or reasons for withholding payment are resolved, payment will be made for amounts previously withheld.

3.04.12(9) Final Payment

After final inspection (Section 3.04.16(2)) of the Work and a determination by the Engineer that the Physical Completion Date has been achieved, the balance of the Contract price due to the Contractor will be paid based upon the final estimate by the Engineer and presentation of a Final Contract Voucher Certification signed by the Contractor. The Final Contract Voucher Certification shall be deemed to be a release of all claims of the Contractor unless a claim is filed in accordance with the requirements of Section 3.05 and is expressly excepted from release in the Contractor's Final Contract Voucher Certification. The date the Owner signs the Final Contract Voucher Certification constitutes the Contract Completion Date in accordance with Section 3.04.16(3).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required in order to achieve the Contract Completion Date, the Owner reserves the right to establish a completion date (for the purpose of meeting the requirements of RCW 39.08 and RCW 60.28) and unilaterally accept the Work. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a completion date and unilateral final acceptance will be provided by certified letter from the Owner to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the certified letter is received by the Contractor. The date on which the Owner unilaterally signs the Final Contract Voucher Certification shall constitute the Contract Completion Date under Section 3.04.16(3). The Owner shall have the right to unilaterally establish a Contract Completion Date when either (1) the Physical Completion Date for the Work has been achieved in accordance with Section 3.04.16(2), or (2) the Owner terminates the contract in accordance with Section 3.07. Unilateral establishment of the Contract Completion Date by the Owner shall not in any way relieve the Contractor of any liability for failing to comply with the Contract or from responsibility for compliance with all federal, state, tribal, or local laws, ordinances, and regulations that affect the Work.

Payment to the Contractor of partial or final payment estimates and retained percentages shall be subject to applicable laws.

3.04.13 WORK HOURS

Except in the case of emergency or unless otherwise approved by the Owner, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the Work.

Written permission from the Engineer is required, if a Contractor desires to perform Work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Owner's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Owner or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Owner's material testing lab; inspectors; and other Owner employees when in the opinion of the Engineer, such Work necessitates their presence.
- Requiring the Contractor to reimburse the Owner all the costs in excess of straight time costs for the Owner's representatives who work during such times. These costs shall be deducted from amounts due or to become due to the Contractor.
- Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

3.04.14 CONTRACT TIME

The Contract Time shall begin on the first working day following the 10th calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence of the Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in the assessment of liquidated damages as provided in the Contract.

The Contractor shall complete all of the physical Work within the number of working days that are specified as the Contract Time. Every day will be counted as a working day unless it is a non-working day or the Engineer determines the day to be an unworkable day. A non-working day is a Saturday, a Sunday, a day on which the Contract suspends work, or one of the following holidays: January 1st; the third Monday of January; the third Monday of February; Memorial Day; July 4th; Labor Day; November 11th; Thanksgiving Day; the day after Thanksgiving; and Christmas. Whenever any of these holidays falls on a Sunday, the following Monday shall be counted a non-working day. When the holiday falls on a Saturday, the preceding Friday shall be counted a non-working day.

The days between December 25th and January 1st will be classified as nonworking days, provided that the Contractor actually suspends performance of the Work.

An unworkable day is defined as a partial or whole day that the Engineer determines to be unworkable because of weather, conditions caused by the weather, or such other conditions beyond the control of the Contractor that prevent the satisfactory and timely performance of the Work, and such performance, if not hindered, would have otherwise progressed toward physical completion of the Work.

Each working day shall be charged to the Contract Time as it occurs until the Work is physically complete. If requested by the Contractor in writing, the Engineer will provide the Contractor with a weekly statement that shows the number of working days: (1) charged to the Contract Time the week before; (2) specified for the substantial and physical completion of the Contract Time; and (3) remaining to achieve the substantial and physical completion of the Contract. The statement will also show the nonworking days and any partial or whole days that the Engineer declares to be unworkable. If the Contractor disagrees with any statement issued by the Engineer, the Contractor shall submit a written protest within 10 calendar days after the date of the statement. The protest shall be sufficiently detailed to enable the Engineer to ascertain the basis for the dispute and amount of time disputed. Any statement that is not protested by the Contractor as required in this Section shall be deemed as having been accepted as correct. If the Contractor elects to work 10 hours a day 4 days a week (a 4-10 schedule), the fifth day of that week will be charged as a working day if that day would be chargeable as a working day if the Contractor had not elected to utilize a 4-10 schedule.

3.04.15 CONSTRUCTION SCHEDULE

3.04.15(1) Progress Schedule

- a. The Contractor shall submit to the Engineer four copies of a progress schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule shall be a critical path method (CPM) schedule, bar chart, or other standard schedule format unless otherwise specified in the Technical Specifications. Regardless of which format is used, the schedule shall identify the critical path. The Engineer will evaluate the schedule and return the schedule for corrections. No progress payments will be made until the required progress schedules have been submitted in a form acceptable to the Engineer.
- b. Scheduling terms and practices shall conform to the standards established in Construction Planning and Scheduling, Second Edition, published by the Associated General Contractors of America. Except for Weekly Look-Ahead Schedules, all schedules shall meet these general requirements, and provide the following information:
 - i. Show the construction start date.
 - ii. Include all activities necessary to physically complete the project.

- iii. Show the planned order of Work activities in a logical sequence.
- iv. Show the durations of Work activities in working days as defined in Section 3.04.13 and 3.04.14.
- v. Show activities in durations that are reasonable for the intended Work.
- vi. Define activity duration in sufficient detail to evaluate the progress of individual activities on a daily basis.
- vii. Show the Substantial and Physical Completion of all Work within the Contract Time.

Total float belongs to the project and shall not be for the exclusive benefit of any party. If the Engineer determines that the Progress Schedule or any necessary Schedule Update does not provide the required information, then the schedule will be returned to the Contractor for correction and resubmittal.

- c. Each week the Work is performed, the Contractor shall submit a Weekly Look-Ahead Schedule showing the Contractor's and all the Subcontractors' proposed Work activities for the next two weeks. The Weekly Look Ahead Schedule shall include the description, duration and sequence of Work, along with the planned hours of Work. This schedule may be network schedule, bar chart, or other standard schedule format. The Weekly Look-Ahead Schedule shall be submitted to the Engineer by the mid-point of the week preceding the scheduled Work or some other mutually agreed upon submittal time.
- d. The Engineer may request a Schedule Update when any of the following events occur:
 - i. The project has experienced a change that affects the critical path.
 - ii. The sequence of Work is changed from that in the approved schedule.
 - iii. The project is significantly delayed.
 - iv. Upon receiving an extension of Contract time.

The Contractor shall submit four copies of the Schedule Update within 15 calendar days of receiving a written request, or when an update is required by any other portion of the Contract. A "significant" delay in time is defined as 10 working days or 10 percent of the original Contract time, whichever is greater.

In addition to the other requirements in this Section, Schedule Updates shall reflect the following information:

- i. The actual duration and sequence of as-constructed Work activities, including changed Work.
- ii. Approved time extensions.
- iii. Any construction delays or other conditions that affect the progress of the Work.
- iv. Any modifications to the as-planned sequence or duration of remaining activities.
- v. The Substantial and Physical Completion of all remaining Work in the remaining Contract time.

Unresolved request for time extensions shall be reflected in the Schedule Update by assuming no time extension will be granted, and by showing the effects to follow-on activities necessary to substantially and physically complete the project within the currently authorized time for completion.

- e. The original Progress Schedule and all Schedule Updates shall not conflict with any time and order-of-work requirement in the Contract.
- f. If the Engineer deems that the original or any necessary supplemental progress schedule does not provide the information required in this section, the Owner may withhold progress payments until a schedule containing the required information has been submitted by the Contractor and accepted by the Engineer.
- g. The Contractor shall comply with other progress schedule requirements that are further defined in the Specifications.
- h. The Engineer's approval of any schedule shall not transfer any of the Contractor's responsibilities to the Owner. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the Contract.

3.04.15(2) Extensions of the Contract Time

- a. The Contractor specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the Owner. In lieu thereof, the Contractor will be granted equitable extensions of the Contract Time for which liquidated damages will not otherwise be claimed by the Owner under the following circumstances:
 - i. A delay caused by any suit or other legal action against the Owner will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds 90 calendar days. When such period is exceeded, the Owner will, upon written request of the Contractor, either negotiate a

termination of the Contract or grant a further extension of the Contract Time, whichever is in the best interests of the Owner.

- ii. Should any other unforeseen condition occur that is beyond the reasonable control of Contractor, requires more time for the Contractor to complete the performance of the Work by the Substantial Completion Date, the Contractor shall notify the Owner and the Engineer in writing prior to the performance of such Work, and in any event within 10 calendar days after the occurrence of the unforeseen condition. The notice shall set forth in detail the Contractor's estimate of the required time extension. The Owner will allow such equitable extension of the Contract Time that the Engineer determines to be appropriate. Failure to comply with the notice provisions required by the Contract shall be deemed a complete waiver of any entitlement to adjustment of the Contract Time.

3.04.15(3) Liquidated Damages

- a. The Contractor acknowledges that the Owner will suffer monetary damages in the event of an unexcused delay in the Substantial Completion Date and the Physical Completion Date of the Work. If the Contractor fails, without excuse under the Contract, to complete the Work within the Contract Time, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner the amount specified in the Proposal form, not as a penalty, but as liquidated damages for such breach of the Contract, for each day that the Contractor shall be in default after the time stipulated for the Substantial Completion Date and the Physical Completion Date of the Work.
- b. The amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is specifically agreed to be a reasonable approximation of damages that the Owner would sustain as a result of an unexcused delay in the Substantial Completion Date and the Physical Completion Date; said amount may be retained from time to time by the Owner from current progress payments.

3.04.16 COMPLETION AND ACCEPTANCE OF THE WORK

3.04.16(1) Substantial Completion Date

- a. When the Contractor considers the Work to be substantially complete and ready for its intended purpose, the Contractor shall notify the Engineer in writing and include an itemized list of remaining Work to be completed. On the Substantial Completion Date, the Owner shall have full and unrestricted use and benefit of all of the facilities that comprise the Work, both from an operational and safety standpoint, with only minor incidental work, replacement of temporary substitute facilities, or correction or repair of work remaining for the physical completion of the total Work.

- b. If the Engineer determines that the Work is not substantially complete, it will so notify the Contractor in writing identifying those items of the Work that shall be completed by the Contractor in order to achieve the Substantial Completion Date.
- c. If the Engineer believes that the Work is substantially complete, the Engineer will meet with the Contractor to: (1) prepare a list of incomplete or unsatisfactory items of the Work that shall be completed or corrected; (2) define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, etc., for the facilities; and (3) describe any other issues related to approval of the substantially completed Work. Upon reaching agreement with the Contractor, the Engineer will notify the Owner that, in its opinion and based on the information supplied by the Contractor, the Work is substantially complete, listing the items of incomplete Work, defining the division of responsibilities for the facilities, and setting forth any other terms related to final completion and acceptance.
- d. The Owner, who has sole authority to make the determination of the Substantial Completion Date, will review the Engineer's recommendation that the Work is substantially complete and, if it concurs, will instruct the Engineer to notify the Contractor that the Work is accepted as being substantially complete. Except for any portion(s) of Work specified for early completion or required by the Owner for early possession, substantial completion will not occur for any portion of the Work until the entire Work is ready for possession and use. The approval notice will include a list of incomplete Work items, establish the Substantial Completion Date, and describe any other terms relating to such approval. The Contractor shall acknowledge receipt of the approval notice in writing, indicating acceptance of all of its terms and provisions.
- e. The date of Substantial Completion, as determined by the Engineer and agreed to by the Owner, shall be the date for the beginning of the warranty period.
- f. Subsequent to the Substantial Completion date, the Owner may exclude the Contractor from the Work during such periods when construction activities might interfere with the operation of the Project. The Owner, however, shall allow the Contractor reasonable access for completion of incomplete punch list items.

3.04.16(2) Physical Completion Date

- a. The Contractor shall complete all physical Work within the Contract Time.
- b. Upon physical completion of the Work, including completion of all corrective Work described in Section 3.04.16(1) above and the submission of all required record drawings, operation and maintenance manuals, manufacturers' affidavits, software and programming, and other items required by the Contract, the Contractor shall notify the Engineer in writing that the Work is physically complete. Upon receipt of the notification, the Engineer will determine if the Work is

physically complete in accordance with the Contract. If the Engineer determines that any materials, equipment, or workmanship do not meet the requirements of the Contract, the Engineer will prepare a list of such items and submit it to the Contractor. Following the satisfactory completion of the corrective Work by the Contractor, the Engineer will notify the Owner that the Work is physically complete in accordance with the requirements of the Contract.

- c. The Engineer, with the concurrence of the Owner, will give the Contractor written notice of the Physical Completion Date for all of the Work. The Physical Completion Date shall not constitute the Owner's acceptance of the Work.

3.04.16(3) Contract Completion Date (Acceptance of the Project)

- a. When all of the Contractor's obligations under the Contract have been performed satisfactorily, the Owner will provide the Contractor with written notice of the Contract Completion Date. The following events shall occur in order for the Contractor to achieve the Contract Completion Date:
 - 1. The Contractor shall have achieved the Substantial Completion Date and the Physical Completion Date for the Work; and
 - 2. The Contractor shall furnish all documentation required by the Contract and required by law. The documents shall include, but are not limited to, the following:
 - i. Complete and legally effective releases and/or waivers of liens or bond or retainage claims in a form acceptable to the Owner. Subject to prior approval of the Owner, the Contractor may, if approved by the Owner, submit in lieu of the lien or claims releases and waivers: (1) receipts showing payment of all accounts in full; (2) an affidavit that the release and receipts cover all labor, services, materials, and equipment for which a lien or other claim could be filed and that all payrolls, material, and equipment bills and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid; and (3) the consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release waiver or receipt in a form satisfactory to the Owner, the Contractor may be permitted by the Owner to furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any lien or similar claim;
 - ii. Certified Payrolls (Federal Aid projects or if requested);
 - iii. Final Contract Voucher Certification.
 - iv. Affidavits of Wages Paid for the Contractor and all subcontractors must be submitted to the Owner.

- b. The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

3.04.16(4) Use of Completed Portions of the Work

The Owner reserves the right to use and occupy any portion of the Work which has been completed sufficiently to permit partial use and occupancy, and such partial use and occupancy shall not be construed as an acceptance of the Work as a whole or any part thereof. Any claims that the Owner may have against the Contractor shall not be deemed to have been waived by such partial use and occupancy.

3.04.16(5) Waiver of Claims by Contractor

The Contractor's acceptance of the final payment from the Owner constitutes an irrevocable and complete waiver of any and all claims against the Owner under the Contract or otherwise arising from the Work, except for those claims that have been properly identified in writing in advance of final payment, and for which timely and sufficient prior written notice has been given, all in accordance with the Contract.

3.04.17 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The Owner's final payment to the Contractor shall not relieve the Contractor of responsibility for faulty materials, equipment or workmanship. The Contractor shall promptly repair or replace any such defects discovered within the warranty or other applicable limitations period.

3.04.18 RETAINAGE

1. Pursuant to RCW 60.28, there will be retained from monies earned by the Contractor on progress estimates a sum not to exceed 5 percent of the monies earned by the Contractor. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, which may be due from such Contractor, and (2) the claims of any other person or entity arising under the Contract or RCW 60.28.

2. Monies retained pursuant to RCW 60.28 shall, at the option of the Contractor, be:
 - a. Retained in a fund by the Owner;
 - b. Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained may be paid to the Contractor);
 - c. Deposited by the Owner in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the Owner and are not to be allowed to be withdrawn without the Owner's written authorization. The Owner will issue a check representing the sum of the monies reserved, payable to the bank or trust company;
 - d. In choosing option (b) or (c), the Contractor agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retainage in securities.

At the time the Contract is executed the Contractor shall designate the option desired.

3. Release of retainage will be made within the statutory period following the last date for filing of claims pursuant to RCW Chapter 60.28, provided that the following conditions are met:
 - a. A release has been obtained from the Washington State Department of Revenue;
 - b. A "Certificate of Payment of Contributions Penalties and Interest on Public Works Contract" is received from the Washington State Employment Security Department;
 - c. The Washington State Department of Labor and Industries indicates the Contractor is current on the payment of industrial insurance and medical aid premiums;
 - d. All claims by the Owner against the Contractor have been resolved;
 - e. No claims have been filed against the retained percentage;
 - f. All required "Affidavits of Wages Paid" are on file with the Owner for the Contractor and all Subcontractors, regardless of tier;
4. In the event that claims are filed against the retainage, the Contractor will be paid the retained percentage less an amount sufficient to pay all such claims, together

with a sum determined by the Owner to be sufficient to pay the costs of foreclosing on claims and to attorneys' fees, all in accordance with applicable law.

3.05 DISPUTES AND CLAIMS

3.05.1 DISPUTES

When disputes occur, the Contractor shall pursue resolution through the Engineer. The Contractor shall follow the notice and protest procedures outlined in Section 3.04. If negotiation using the procedures outlined in Section 3.04 fails to provide satisfactory resolution, the Contractor shall pursue the more formalized method set forth in Section 3.05.2 for submitting claims.

3.05.2 CLAIMS

If the Contractor contends that additional payment is due, has provided timely notices and protests as required by Section 3.04, and the Contractor has pursued and exhausted all of the means provided in that section to resolve the dispute, the Contractor may submit a claim as provided in this Section. Any claim for an increase in the Contract Price or for an extension of the Contract Time by the Contractor is waived if the written notifications and protests required in Section 3-04 have been not provided, or if the Engineer is not afforded reasonable access to the Contractor's complete records relating to the claim, as required by Section 3-04.8, or if a claim is not submitted in accordance with the requirements of this Section. The fact that the Contractor has provided proper notification, properly submitted a claim, or provided the Engineer with access to records, shall not in any way be construed as proving or substantiating the validity of the claim. If, after consideration by the Owner, the claim is found to have merit, the Owner will make an equitable adjustment to either the Contract Price, the Contract Time, or both. If the Owner finds the claim to be without merit, no adjustment will be made.

All claims submitted by the Contractor shall be in writing and in sufficient detail to enable the Engineer to ascertain the basis for and amount of the claim. All claims shall be submitted to the Engineer in the manner in Section 3.03.6. The following information shall accompany each claim submitted:

1. A detailed factual statement of the basis for the claim for additional compensation and/or extension of time, including all relevant dates, locations, and items of work relating to the claim.
2. The date on which the events occurred that give rise to the claim.
3. The name of each person involved in or having knowledge about the claim.
4. The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.
5. If the claim relates to a decision of the Engineer that the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's

decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Engineer.

6. The identification of any documents and the substance of any oral communications that support the claim.
7. Copies of any identified documents, other than Owner documents and documents previously furnished to the Owner by the Contractor, that support the claim (manuals which are standard to the industry may be included by reference).
8. If an extension of the Contract Time is sought:
 - a. The specific days and dates for which the extension is sought;
 - b. The specific reasons why the Contractor believes a time extension should be granted;
 - c. The specific provisions of Section 3-04.15(2) under which the time extension is sought; and
 - d. An analysis of the Contractor's progress schedule, demonstrating the reasons why a time extension should be granted.
9. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
 - a. Labor;
 - b. Materials;
 - c. Direct equipment. The actual cost for each piece of equipment for which a claim is made, or, in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement which was in effect when the Work was performed. The amounts claimed for any piece of equipment shall not exceed the rates established by the Equipment Rental Agreement, even if the actual cost for such equipment is higher. The Owner may audit the Contractor's cost records, as provided in Section 3.06, to determine actual equipment costs. The following information shall be provided for each piece of equipment:
 - i. Detailed description (e.g., make, model, year, diesel or gas, size of bucket);
 - ii. The hours of use or standby; and
 - iii. The specific day and dates of use or standby.
 - d. Subcontractor claims (in the same level of detail as specified herein); and
 - e. Other information as requested by the Engineer or the Owner.

10. A notarized statement containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

_____, _____
(name) (title)

of _____
(company)

hereby certifies that the claim for extra compensation and time, if any, made herein for work on this Contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between the parties.

Dated _____/s/_____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires:_____

It will be the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred with respect to any claim. The Contractor shall permit the Engineer to have access to those records and any other records and documents as may be required by the Engineer to determine the facts or contentions involved in the claim. The Contractor shall retain all records and documents in any way relating to the Work for a period of not less than three years after the Contract Completion Date.

The Contractor shall in good faith attempt to reach a negotiated resolution of all claims with the Engineer or its designee.

The Contractor's failure to submit with the Final Contract Voucher Certification a list of all claims, together with the information and details required by this Section shall operate as a waiver of the claims by the Contractor, as provided in Section 3.04.12(9).

If the Contractor submits a claim in full compliance with all the requirements of this Section, the Owner will respond in writing to the claim as follows:

1. Within 45 calendar days from the date the claim is received by the Owner, if the claim amount is less than \$100,000;

2. Within 90 calendar days from the date the claim is received by the Owner, if the claim amount is equal to or greater than \$100,000; or
3. If these time periods are unreasonable due to the complexity of the claim, the Contractor will be notified within 15 calendar days from the date the claim is received by the Owner of the amount of time which will be necessary for the Owner to evaluate the claim and issue a response.

Full compliance by the Contractor with the provisions of this Section is a condition precedent to the Contractor's right to seek commence a lawsuit or pursue other legal remedies.

3.05.3 TIMELINE AND JURISDICTION

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Owner arising from the Contract shall be brought within 180 calendar days from the date of Physical Completion (Section 3.04.16(2)) of the Contract by the Owner; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Owner headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Owner arising from the Contract are filed with the Owner or initiated in court, the Contractor shall permit the Owner to have timely access to any records deemed necessary by the Owner to assist in evaluating the claims or action.

3.05.4 CONTINUATION OF WORK PENDING RESOLUTION OF DISPUTES

The Contractor shall expeditiously carry on the Work, adhere to the progress schedule, and comply with all written directives of the Owner or the Engineer regardless of any dispute or claim that may exist between the Owner and the Contractor. No Work shall be delayed or postponed pending resolution of any dispute or claim. Failure or refusal of the Contractor to comply with the written directives of the Owner or the Engineer shall constitute a material breach of the Contract and immediately constitute grounds for the Owner to withhold payments to the Contractor, suspend the Work or terminate the Contract. Notice under this Section shall be in accordance with other provisions of the Contract.

3.06 AUDITS

If the Contractor requests an equitable adjustment to either the Contract price or the Contract Time, the Owner shall have the right to audit the Contractor's books, records, other documents, and accounting practices and procedures, and to inspect the Contractor's plant, equipment and facilities to examine all facts and verify all direct and indirect costs of whatever nature claimed to have been incurred or are anticipated to be incurred. The right to audit encompasses all subcontracts and is binding upon Subcontractors. All subcontracts that the Contractor enters into shall contain a clause allowing the Owner to audit all Subcontractor books, records, other documents, and accounting

practices and procedures, and to inspect the Subcontractor's plant, equipment and facilities. All audits shall be performed by auditors of the Owner during normal working hours at the Contractor's or Subcontractor's office or any other location mutually agreed upon. The Contractor shall cooperate fully with the auditor and shall make available all required information. Failure to cooperate or provide requested information shall be grounds for denial of the claim.

3.07 SUSPENSION OF WORK AND TERMINATION OF CONTRACT

3.07.1 SUSPENSION OF WORK

1. The Owner or the Engineer may order suspension of all or any part of the Work if:
 - a. Unsuitable or other conditions that are beyond the reasonable control of the Contractor exist or arise that prevent satisfactory and timely performance of the Work; or
 - b. The Contractor fails to comply with written directives by the Owner or the Engineer to correct deficiencies in its performance of the Work; or
 - c. It is in the public interest.
2. If the Contractor believes that suspension of performance of all or any part of the Work is occasioned by any wrongful act or omission of the Owner, the Contractor shall notify the Engineer in writing within 10 calendar days following the beginning of the suspension of the Contractor's intent to seek an equitable adjustment in the Contract Time or the Contract price.
3. If the Contractor believes that the suspension of performance of all or part of the Work has continued for an unreasonable period of time, the Contractor shall give written notice to the Engineer of its intention to seek an equitable adjustment in the Contract Time or the Contract price. In the event that an equitable adjustment is allowed, no adjustment shall be allowed for any time lost or costs incurred more than 10 calendar days before delivery of the written notice to the Engineer.
4. If the Engineer determines that the suspension is for reasons set forth in Subsection a. above, an equitable adjustment will be made in the Contract Time but not the Contract price. If the Engineer determines that the suspension is for reasons set forth in Subsection b. above, no adjustment shall be made in the Contract Time or the Contract Price.

3.07.2 TERMINATION FOR DEFAULT

1. The Owner may terminate the Contract for default, effective seven days following delivery of written notice of default to the Contractor, if the Contractor:
 - a. Refuses or fails to supply enough properly skilled laborers or conforming materials to complete the Work in a timely manner;

- b. Refuses or fails to prosecute the Work with such diligence as will ensure its physical completion by the Physical Completion Date;
 - c. Performs work which deviates from the requirements of the Contract and refuses or fails to correct the non-conforming work;
 - d. Fails to make prompt payment to Subcontractors and/or suppliers for labor or materials;
 - e. Fails to comply with laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
 - f. Otherwise fails to follow written directives of the Owner or the Engineer or is in default of a material provision of the Contract.
2. If the Contractor abandons the Work for any cause other than failure of the Owner to make monthly progress payments for Work properly performed, or if the Contractor refuses to comply with requirements of the Contract, the Owner has the additional right to notify the Contractor's performance bond surety and require the surety to complete the Work in accordance with the Contract.

3.07.3 TERMINATION FOR CONVENIENCE OF THE OWNER

The Owner may by written notice terminate the Contract at any time in whole or in part, without cause, and except where termination is due to the Contractor's default, the Owner shall pay the Contractor that portion of the Contract price corresponding to the acceptable Work completed to the Owner's satisfaction, together with reasonable costs, as determined in the sole discretion of the Owner, necessarily incurred by the Contractor in terminating the remaining portion of Work, less any payments made before termination. In no event shall the Owner be required to pay the Contractor any amount in excess of the completed portion Contract price. The Owner shall not be required to pay the Contractor any amount for consequential damages including but not by means of limitation lost or anticipated profits on Work that is not performed as a result of termination.

3.07.4 RESPONSIBILITY OF THE CONTRACTOR AND SURETY

Termination of the Contract shall not relieve the Contractor of any responsibilities under the Contract for Work performed. Nor shall termination of the Contract relieve the sureties of their obligations under the bonds required or permitted by the Contract or applicable law.

PART 4

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
Division 1	General Technical Requirements	
01110	Summary of Work.....	01110-1
01200	Measurement and Payment	01200-1
01300	Submittals	01300-1
01505	Mobilization and Demobilization	01505-1
01720	Record Drawings	01720-1
01740	Cleanup	01740-1
01900	Salvage and Demolition.....	01900-1
Divisions 2 through 5		
Not Used		
Division 6	Wood and Plastics	
06100	Rough Carpentry	06100-1
06200	Finish Carpentry.....	06200-1
Division 7	Thermal and Moisture Protection	
07900	Caulking and Sealants.....	07900-1
Division 8	Doors and Windows	
08810	Glazing.....	08810-1
Division 9	Finishes	
09250	Gypsum Wallboard	09250-1
09680	Carpet.....	09680-1
09900	Painting	09900-1
09910	Wood Stain and Clear Sealer	09910-1
Divisions 10 through 11		
Not Used		
Division 12	Furnishings	
12356	Plastic Laminate Faced Casework	12356-1
Divisions 13 through 16		
Not Used		

DIVISION 1

GENERAL TECHNICAL REQUIREMENTS

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.1 SCOPE OF WORK

The work specified in this Section consists of furnishing all labor, materials, and equipment necessary for construction of the City Hall Lobby Remodel, as shown on the Plans, and hereinafter specified, at the existing City Hall building. Work shall include, but not be limited to, the following:

- A. Demolish and salvage components of the existing casework and countertops.
- B. Provide and install new casework, framing, walls, countertops, and trim.
- C. Furnish and install all required electrical work.
- D. Provide all associated work as shown on the Plans and specified herein, for a complete and workable system.

1.2 PROJECT INFORMATION

The Contract Documents show the location, arrangement, and type of work to be performed under the proposed project.

The Contractor shall be responsible for proper notification to and coordination with the Owner for utility services that will be affected by this project at least one week in advance of beginning any construction that affects them.

It is the intent and purpose of these Contract Documents to have constructed complete facilities in good working order for the least practical cost to the Owner. Suggestions, recommendations, as well as inquiries from the Contractor that will serve this purpose are welcome and will be given consideration by the Owner and the Engineer.

1.3 CONTRACTOR USE OF SITE AND PREMISES

Construction operations shall be limited to the areas noted on the Plans and subject to the approval of the Owner.

The Contractor shall plan their work to be completed within the time limits indicated in these Specifications. The hours of construction work shall be

confined to the period of 7:00 a.m. to 6:00 p.m., Monday through Friday. No construction equipment shall be started, warmed up or tested prior to 7:00 a.m., and all construction equipment shall be promptly shutdown at 6:00 p.m. No work shall be permitted on holidays without prior approval of the Engineer. A recognized holiday shall be a day currently accepted by the trades or occupations in the locality where the work is being performed, and shall include New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

1.4 ORDER OF WORK

The order of work will be at the option of the Contractor, in keeping with good construction practice and requirements of the permits applicable to this project. The Contractor shall coordinate all of his activities through the Engineer with the Owner. The Contractor shall provide a written plan of activities to the Engineer and Owner each Thursday for the following week.

The implementation of any measure required to protect the environment shall supersede any order of work designated within these Specifications. The Contractor shall meet the conditions as outlined in any and all permits and requirements of the Federal, State, County, and City regulatory agencies.

The Contractor shall keep the disruption of the existing facility to a minimum. Access to the existing facility areas shall be maintained. Disruption of this access shall be kept to a minimum and must be prearranged and scheduled through the Engineer with the Owner's operations and maintenance staff.

***** END OF SECTION *****

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SCOPE

This Section further defines Measurement and Payment for this project.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
GC Section 3.04.12	Measurement and Payment
01300	Submittals

1.3 INDIVIDUAL BID ITEMS

The following is a list of bid items for the project. The contract price for each item constitutes full compensation for furnishing all equipment, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the various bid items in accordance with the Contract Documents. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. If a particular item of work shown on the Plans or described in Specifications is not described in a specific bid item, this item of work shall be considered as incidental to the work and the costs for this work shall be merged into the various respective unit price and lump sum bid items.

1. Minor Changes
 - a. Measurement: Will be negotiated prior to commencing any such work under this pay item and shall be for work to remedy unforeseen conditions or other minor changes.
 - b. Payment: Payment or credits for changes amounting to \$5,000 or less may be made under the Bid Item MINOR CHANGES. At the discretion of the Owner, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in General Conditions Section 3.04.6. The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor or notation of the verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor

Changes, the Contractor may protest the order as provided in General Conditions Section 3.04.8.

Payments or credits will be determined in accordance with General Conditions Section 3.04.6. For the purpose of providing a common Proposal for all Bidders, the Owner has entered an amount for MINOR CHANGES in the Proposal to become part of the total Bid by the Contractor.

2. Mobilization, Cleanup and Demobilization

- a. Measurement: Will be measured by lump sum.
- b. Payment: The lump sum contract price for MOBILIZATION, CLEANUP AND DEMOBILIZATION shall include all costs for the labor, materials, and equipment required for mobilization, administration, final cleanup and demobilization.

Payment for MOBILIZATION, CLEANUP AND DEMOBILIZATION shall be as follows:

35% Payment: When Contractor has mobilized on-site and temporary facilities are in place.

50% Payment: When 5 percent of the total pay items are completed (not including payment for materials on hand).

75% Payment: When 50 percent of the total pay items are completed (not including payment for materials on hand).

100% Payment: When Project is completed and recommended for acceptance.

3. Demolition, Salvage and Wastehaul

- a. Measurement: Will be measured by lump sum.
- b. Payment: The lump sum contract price for DEMOLITION, SALVAGE AND WASTEHAUL shall include all costs for the labor, materials, and equipment required to demolish, remove, salvage, protect, and wastehaul components of the project as shown on the Plans and as specified herein.

4. Lobby Remodel

- a. Measurement: Will be measured by lump sum.
- b. Payment: The lump sum contract price for LOBBY REMODEL shall include all costs for the labor, materials, and equipment required to furnish and install the walls, casework, counters, trim, carpet, and partitions as shown on the Plans and as specified herein.

5. Electrical

- a. Measurement: Will be measured by lump sum.
- b. Payment: The lump sum contract price for ELECTRICAL shall include all labor, materials and equipment to furnish electrical components of this Project including conduit, wiring, receptacles, and fixtures as shown on the Plans and as specified herein.

1.4 PROJECT MATERIALS ON HAND

See General Conditions Section 3.04.12(6).

***** END OF SECTION *****

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes requirements that apply to all equipment and materials supplied on the Project.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the requirements of the Contract Documents. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the Owner. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors and shall verify such coordination on all submittals.

Where noted in the Contract Documents, the structural, mechanical, and electrical designs associated with the indicated equipment items are specific to the manufacturer and model number specified. Any structural, mechanical, or electrical modifications required to utilize an approved substitution to the specified equipment shall be made by the Contractor at no additional cost to the Owner. Where approved substitutions of specified equipment affect other materials or equipment, mechanical, structural, or electrical work, the Contractor shall note in the equipment submittal any necessary changes to accommodate the substituted equipment. It shall also be the responsibility of the Contractor to coordinate other mechanical, structural, or electrical equipment submittals to make sure that all changes necessary to accommodate the substituted equipment are addressed in these submittals as well. See General Condition 3.04.3.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01720	Record Drawings

1.3 WORK INCLUDED

Submittals required for this work shall include any or all of the following as required by the particular specification section and the submittal schedule:

- A. Schedules
- B. Product Submittals
 - 1. Manufacturer's Literature
 - 2. Shop Drawings
 - 3. Color and Material Samples
 - 4. Design Calculations
 - 5. Test Reports
- C. Post-Construction (Record) Drawings (see Section 01720)

1.4 SUBMITTAL INFORMATION

Shop, catalog, and other appropriate drawings and information shall be submitted to the Engineer for review prior to fabrication or ordering of all equipment and materials specified. The number of copies of submittal information to be submitted shall be as indicated below.

All submittal information shall be sent to the Engineer through the Contractor. The Contractor shall assign a separate submittal number to each item or group of items that relate to each specification section. Submittal numbers shall be assigned in consecutive ascending order, with the first project submittal assigned the number "1." Resubmittals shall be numbered using the same number followed by an alphabetical suffix. All submittals shall bear the Contractor's certification that he has reviewed, checked, and approved the submittal information prior to transmitting to the Engineer. The submittal number and related specification section shall be marked on each submittal.

PART 2 PRODUCTS

2.1 GENERAL

If requested by the Contractor and approved by the Engineer and Owner, the Contractor may submit one copy of submittals electronically in lieu of submitting five hard copies for all submittals. If submittals are provided electronically, only one reviewed copy will be returned to the Contractor.

2.2 PRODUCT SUBMITTALS

A. GENERAL

When indicated in the Contract Documents, the Contractor shall submit product data for review by the Engineer. Unless otherwise specified, within 14 calendar days after receipt of the submittal, the Engineer shall review the submittal and return three copies of the marked-up submittal. The reproducible original will be retained by the Engineer. The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment, or work method complies with the project Specifications, submittal copies will be marked “NO EXCEPTIONS TAKEN.” In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, copies will be marked “MAKE CORRECTIONS NOTED.” The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in operation and maintenance data, a corrected copy shall be provided.
3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked “AMEND AND RESUBMIT.” Except at their own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and returned marked either “NO EXCEPTIONS TAKEN” or “MAKE CORRECTIONS NOTED.”
4. If the review indicates that the material, equipment, or work method does not comply with the project Specifications, copies of the submittal will be marked “REJECTED - SEE REMARKS.” Submittals with deviations that have not been identified clearly may be rejected. Except at their own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either “NO EXCEPTIONS TAKEN” or “MAKE CORRECTIONS NOTED.”

B. MANUFACTURER'S LITERATURE

Where the contents of submitted literature include data not pertinent to the submittal, the portion(s) of the contents being submitted for the Engineer's review shall be clearly indicated.

C. SHOP DRAWINGS

Shop drawings shall be submitted in the form of blue-line or black-line prints of each sheet. Blueprint submittals will not be acceptable.

All shop drawings shall be accurately drawn to a scale sufficiently large enough to show pertinent features and method of connection or joining. On all shop drawings, figure dimensions shall be used as opposed to scaled dimensions.

D. COLOR AND MATERIAL SAMPLES

All material samples shall be of the exact article proposed to be furnished for the work and shall be submitted in the quantity required. Samples shall be returned to the Contractor, with one retained by the Engineer.

Unless the precise color is specifically described in the Contract Documents, or whenever a choice of color or pattern is available in a specified product, accurate color charts shall be submitted to the Engineer for their review and selection.

E. DESIGN CALCULATIONS

Where required in the Specifications, design calculations shall be submitted to the Engineer. Design calculations shall be complete, concise, and in an easy-to-read format. All design calculations shall be stamped by a Professional Engineer licensed in the State of Washington.

F. TEST REPORTS

Copies of all test reports shall be submitted to the Engineer.

G. EXTRANEIOUS DATA

Where the contents of the manuals include manufacturers' standard brochures or catalog pages, the exact item(s) used in this installation shall be clearly indicated and all manufacturers' data which is extraneous shall be clearly deleted.

PART 3 EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

A. GENERAL

Each submittal shall be accompanied by a letter of transmittal showing the date of transmittal, specification section, or drawing number to which the submittal pertains, submittal number, and a brief description of the material submitted.

B. RESUBMITTALS

When material is resubmitted for any reason, it shall be submitted under a new letter of transmittal and referenced to the previous submittal.

3.2 REVIEW OF SUBMITTALS

The Engineer will review all submittals for general conformance with the design and other requirements of the Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Contract Documents. Submittals may be rejected based on inadequate information and/or not meeting the requirements of the Contract Documents. Rejection of submittals requires action on the part of the Contractor to correct the reason for the rejection. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, and for techniques of assembly and installation.

3.3 COORDINATION OF PRODUCT SUBMITTALS

A. GENERAL

Prior to submittal for review by the Engineer, all data shall be fully coordinated, including the following:

1. All field dimensions and conditions.
2. All trades and public agencies involved, including necessary approvals.
3. All deviations from the Contract Documents.

B. GROUPING OF SUBMITTALS

1. All submittals shall be grouped with associated items, unless otherwise specifically permitted by the Engineer.
2. The Engineer may reject the submittals in their entirety or any part thereof, if not in accordance with the Contract Documents.

C. CERTIFICATION

Submittals shall bear the Contractor's certification that he has reviewed, checked, and approved the shop drawings prior to forwarding them to the Engineer.

3.4 TIMING OF PRODUCT SUBMITTALS

A. GENERAL

1. All submittals shall be made far enough in advance of installation to provide all required time for reviews and securing necessary approvals.
2. In scheduling, the Contractor shall allow for the time indicated in Part 2.2A for the Engineer's review following his receipt of the submittal.

B. DELAYS

No additional or separate payment will be made for costs of delays occasioned by tardiness of submittals on the part of the Contractor.

***** END OF SECTION *****

SECTION 01505

MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section consists of mobilization and demobilization. Mobilization consists of preconstruction activities and preparatory work for the project necessary to mobilize labor, materials, and equipment to the project site. Demobilization consists of activities to remove materials and equipment from the project site upon project completion, including final cleanup. Items which are not considered mobilization or demobilization include but are not limited to:

- A. On-going activities throughout the duration of construction.
- B. Profit, interest on borrowed money, overhead, or management costs.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
Division 1	General Technical Requirements

PART 2 PRODUCTS

Products and materials required for mobilization and demobilization are described in the various sections of Division 1 and in other parts of the Contract Documents.

PART 3 EXECUTION

Complete mobilization and demobilization as required by the various sections of Division 1 and other parts of the Contract Documents.

***** END OF SECTION *****

SECTION 01720

RECORD DRAWINGS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the record drawings, which shall be maintained and annotated by the Contractor during construction.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals

1.3 INFORMATION PROVIDED BY THE OWNER

The Contractor will be provided with the following items to maintain record drawings for the project:

- A. One full size paper set of Plans.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall maintain the following record drawings for the project:

- A. A neat and legibly marked set of Contract Plans showing the final location of piping, equipment, electrical conduits, outlet boxes and cables;
- B. Additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the Contract Documents; and
- C. Contractor layout and installation drawings.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes and shall be available for review by the Engineer during normal working hours at the Contractor's field office. At the completion of the

work, prior to final payment, all record drawings shall be submitted to the Engineer.

Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

- A. Additions - Red
- B. Deletions - Green
- C. Comments - Blue
- D. Dimensions - Graphite

Legibly mark drawings to record actual depths, horizontal and vertical location of underground raceways, cables, and appurtenances referenced to permanent surface improvements.

The Contractor's record drawings (full-size hard-copy) will be reviewed monthly for completeness by the Engineer prior to preparing the progress estimate for payment. If the record drawings do not reflect the work performed, payment for that item of work will not be included in the progress estimate.

***** END OF SECTION *****

SECTION 01740

CLEANUP

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the maintenance of the building, structures, and site(s) in a standard of cleanliness throughout the construction period as described herein.

Dust of all kinds, including concrete dust produced by construction activities, shall be controlled to avoid damage to existing, operating equipment. Enclosures, ventilation, and air scrubbing may be required where significant potential for damage is determined by the Engineer.

1.2 RELATED WORK SPECIFIED ELSEWHERE

In addition to standards described in this Section, comply with all requirements for cleaning up when described in other sections of these Contract Documents.

1.3 QUALITY ASSURANCE

A. INSPECTION

The Contractor shall conduct daily site inspections, and more often if necessary, to verify that requirements are being met.

B. CODES AND STANDARDS

In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.

Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.

At the end of each work day, completely remove all scrap, debris, and waste material from the project site.

Daily, and more often if necessary, sweep clean all interior spaces. "Clean" shall be interpreted to mean free from dust and other materials that can be swept with a broom using reasonable diligence.

Provide adequate storage for all materials awaiting removal from the project site, observing all requirements for fire protection and protection of the environment.

3.2 FINAL CLEANING

Prior to final inspection, remove from the jobsite all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final project cleaning as described below.

Visually inspect all interior surfaces and remove all traces of soil, waste, smudges, and other foreign matter. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only appropriate cleaning materials and equipment. Clean all glass inside and outside.

Schedule final cleaning as approved by the Engineer to enable the Owner to accept a completely clean project, ready for occupancy.

***** END OF SECTION *****

SECTION 01900

SALVAGE AND DEMOLITION

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section covers the demolition of existing structures, piping, equipment, and sitework, and the salvage of existing materials and equipment as indicated on the Plans and as specified herein.

All areas and of the existing facility, which are not to be impacted by the work, must remain accessible and in operation during the work. Demolition and salvage work shall create a minimum of interference with the operation of the facility.

The Plans show the major items to be demolished and removed. In addition to these items, the Contractor shall remove any other incidental items which are not to be used in the completed project.

1.2 SALVAGE

Salvageable items shall be removed with care so as not to impair future uses and shall include all equipment and material so indicated on the Plans.

Reuse of salvageable equipment and material by the Contractor will not be permitted except where specifically indicated on the Plans and in the Specifications or where approved by the Engineer and Owner. Salvageable equipment and materials rejected in writing by the Owner shall become the property of the Contractor and shall be disposed of away from the site without additional cost to the Owner.

1.3 DEMOLITION

The Contractor shall be responsible for compliance with current City, County, State, and Federal codes and regulations related to demolition.

The Contractor shall maintain access during the demolition period and provide barricades, tarps, duct control, etc., as required for job site safety. Demolition shall be done so as to avoid damage to existing structure and items intended to remain. All waste materials from demolition shall become the property of the Contractor and shall be removed from the site and hauled to an approved waste disposal site.

***** END OF SECTION *****

DIVISION 6
WOOD AND PLASTICS

SECTION 06100

ROUGH CARPENTRY

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section shows the extent of rough carpentry work on the Plans, including, but not limited to, the following: wood framing, wood nailers and blocking, wood furring, etc.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals
06200	Finish Carpentry

1.3 REFERENCES

This Section references the latest revisions of the following documents:

<u>Reference</u>	<u>Title</u>
ALSC PS 20	American Lumber Standards Committee (ALSC): American Softwood Lumber Standard
APA PRP-108	American Plywood Association (APA): Performance Standards and Qualification Policy for Structural-Use Panels
APA PS 1	American Plywood Association (APA): Product Standard for Construction and Industrial Plywood
ASTM A153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM D226	Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
AWC NDS	American Wood Council (AWC): National Design Specification for Wood Construction
AWC WFCM	American Wood Council (AWC): Wood Frame Construction Manual for one- and two-family dwellings
AWPA U1	American Wood-Preservers' Association (AWPA) Standard
WCLIB 17	West Coast Lumber Inspection Bureau (WCLIB): Standard Grading and Dressing Rules for Douglas Fir, Western Hemlock, Western Red Cedar, White Fir, Sitka Spruce Lumber

1.4 SUBMITTALS

Comply with provisions of Section 01300.

Submit a certificate of compliance from the supplier certifying that the materials provided meet or exceed specified requirements. Certificate shall itemize materials provided on the Project and refer to pertinent specifications.

1.5 DELIVERY, STORAGE AND HANDLING

Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within and around stacks and underneath temporary coverings including polyethylene and similar materials. For lumber and plywood that is pressure treated with waterborne chemicals, provide a sticker between each course to provide air circulation.

PART 2 PRODUCTS

2.1 GENERAL

Lumber shall comply with ALSC PS 20 and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.

Each piece of lumber shall be factory marked with Grade Stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill that produced the product.

Nominal sizes are indicated on the Drawings, except as shown by detailed dimensions. Provide actual sizes as required by ALSC PS 20, with moisture content specified for each use.

Provide dressed lumber, S4S, unless otherwise indicated. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2 inches or less in nominal thickness, unless otherwise indicated.

2.2 FRAMING LUMBER

Unless noted otherwise, provide Douglas Fir - Larch No. 2 or better, or Hem-Fir No. 1 or better.

2.3 MISCELLANEOUS LUMBER

Provide wood for support or attachment of other work including curbs and support bases, cant strips, bucks, nailers, blocking, furring, wood trim, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown or required. Provide Standard Grade Hem-Fir or better. Provide 19 percent maximum moisture content for lumber items not specified to receive wood preservative treatment.

2.4 MISCELLANEOUS MATERIALS

A. FASTENERS AND ANCHORAGES

Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable federal specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended fasteners.

Where rough carpentry work is exposed to the weather, in ground contact, or in an area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating per ASTM A153.

B. SILL SEALER GASKETS

Glass fiber resilient insulation fabricated in strip form for use as a sill sealer; 1-inch nominal thickness compressible to 1/32 of an inch; selected from manufacturer's standard width to suit width of sill members.

2.5 WOOD TREATMENT BY PRESSURE PROCESS

Where lumber or plywood is indicated as "P.T." or "Treated," or is specified herein to be treated, comply with applicable requirements of American Wood Preserver's Association (AWPA) Standard U1.

Pressure-treat above-ground items with waterborne preservatives to comply with AWPA Standard U1. After treatment, kiln dry lumber and plywood to a maximum moisture content, respectively, of 19 percent and 15 percent. Pressure treat items indicated on the Plans and all of the following: wood cants, nailer, curbs, top plates, equipment support bases, equipment curbs, plywood, blocking, stripping, and similar members utilized in connection with roofing, flashing, vapor barriers and waterproofing. All wood items including plywood used for or around roof penetrations shall be pressure treated.

PART 3 EXECUTION

3.1 GENERAL

Discard units of material with defects that could impair the quality of the work or with units too small to use in fabricating work with minimum joints or optimum joint arrangement. Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, and similar supports to allow attachment of other work.

Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

3.2 WOOD NAILERS AND BLOCKING

Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 WOOD FRAMING, GENERAL

Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with recommendations of the AWC WFCM. Do not splice structural members between supports. Anchor and nail as shown, and to comply with the AWC NDS.

3.4 STUD FRAMING

Provide stud framing of size and spacing indicated or, if not otherwise indicated, of the following sizes and spacings. Arrange studs so that wide face of stud is perpendicular to direction of wall or partition and narrow face is parallel. Provide single bottom plate and double top plates using 2-inch-thick members with widths equaling that of studs. Nail or anchor plates to supporting construction.

Unless noted otherwise, provide the following minimum framing:

1. For exterior walls provide 2" x 6" wood studs spaced 24-inches on center.
2. For interior partitions and walls provide 2" x 4" wood studs spaced 16-inches on center.

Construct corners and intersections with not less than three studs. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items and trim.

Provide continuous horizontal blocking row at mid-height of walls and partitions 8 feet high and greater, using 2-inch-thick members of same width of wall or partitions.

Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.

For non-bearing partitions, provide double-jamb studs and headers not less than 4-inches deep for openings 3 feet or smaller in width, and not less than 6-inches deep for wider openings.

For load-bearing partitions, provide double-jamb studs for openings 6 feet or smaller in width, and triple-jamb studs for wider openings. Provide headers of depth shown.

Provide diagonal bracing in stud framing of exterior walls, except as otherwise indicated. Brace both walls at each external corner, full story height, at a 45-degree angle, using either a let-in 1" x 4" or 2" x 4" blocking or metal diagonal bracing. Omit bracing where plywood sheathing, siding and/or gypsum wallboard are indicated to be provided.

***** END OF SECTION *****

SECTION 06200

FINISH CARPENTRY

PART 1 GENERAL

1.1 SCOPE

This Section of the Specifications applies to the furnishing of all required labor, materials and equipment necessary to complete finish carpentry work as shown on the Plans and as specified herein, which shall include cabinet work, millwork, and shelving, including hardware, and trim. Finish carpentry work shall match the wood species, color, and surface finish of existing trim in City Hall.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals
06100	Rough Carpentry
08810	Glazing

1.3 SUBMITTALS

Submit in accordance with Section 01300 and as specified herein.

A. PRODUCT DATA

The Contractor shall provide data on all wood species, planned dimensions and profiles.

B. SAMPLES

The Contractor shall furnish two 8-inch by 10-inch size samples of all finished products illustrating wood grain and specified finish.

C. SHOP DRAWINGS

The Contractor shall submit shop drawings for all work performed in accordance with AWI standards.

PART 2 PRODUCTS

2.1 LUMBER

Hardwood lumber shall match existing or be of the species indicated on the Plans and graded in accordance with AWI standards, with maximum moisture content of 6 percent, with vertical grain and of suitable quality for transparent finish.

Hardwood plywood shall be of the species indicated on the Plans and HPMA HP Grade, graded in accordance with AWI, veneer lumber core.

PART 3 EXECUTION

All work shall be to AWI custom quality standards with all components installed in-place, plumb and level. The Contractor shall install trim and casing by nails where exposed, screws where they can be concealed and attachment is called for. The Contractor shall sand work smooth and set exposed fasteners. The Contractor shall fill all holes and conceal attachments. The Contractor shall finish all wood to be left transparent with one coat of oil stain, one coat of sealer and one coat of clear lacquer stain.

***** END OF SECTION *****

DIVISION 7

THERMAL AND MOISTURE PROTECTION

SECTION 07900

CAULKING AND SEALANTS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the furnishing of all labor, materials, tools, and equipment required to install caulking and sealants, as indicated on the Plans and as specified herein.

All exterior wall joints and interior and exterior joints between all differing or dissimilar materials and at windows, doors, roof penetrations, louvers and similar types of openings shall receive sealants to make the joint air and watertight.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals

1.3 REFERENCE STANDARDS

This Section references the latest revisions of the following documents:

<u>Reference</u>	<u>Title</u>
AAMA 800	Sealant Manual, Specifications and Test Methods for Sealants
ASTM C834	Standard Specification for Latex Sealants
ASTM C920	Standard Specification for Elastomeric Joint Sealants
ASTM C1193	Standard Guide for Joint Sealants
ASTM C1311	Standard Specification for Solvent Release Sealants
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D7174	Standard Specification for Preformed Closed-Cell Polyolefin Expansion Joint Fillers for Concrete Paving and Structural Construction

PART 2 PRODUCTS**2.1 SILICONE SEALANTS**

Provide a one-component, gunnable grade, neutral cure, silicone sealant. Sealant shall meet ASTM C920, Type S, Grade NS, Class 50, under uses NT, M, G, A and O. Performance characteristics shall include a 200 psi 21-day tensile strength, a minimum 700-percent ultimate elongation, and a maximum Shore “A” Hardness of 25.

Silicone sealants shall be Sikasil WS-295, as manufactured by the Sika Corporation, or equal by Tremco, Inc. or BASF Corporation.

2.2 ACRYLIC LATEX CAULK

Provide a one-component, gunnable grade, pure acrylic latex sealant. Sealant shall meet ASTM C834, Type OP, Grade -18 °C. Performance characteristics shall include a maximum 25-percent shrinkage, and a movement capability of plus/minus 12.5-percent.

Acrylic latex sealants shall be Tremflex 834, as manufactured by the Tremco, Inc. or equal by BASF Corporation.

2.3 TAPE SEALANT

Provide a 100-percent solid, isobutylene preformed sealant tape. Tape sealant shall meet the American Architectural Manufacturer’s Association AAMA 807.3 standard. Performance characteristics shall include a density of 1.5 and a minimum peel adhesion of 8 pounds per inch.

Tape sealant shall be Sikalastomer-95, as manufactured by the Sika Corporation, or equal by Tremco, Inc. or BASF Corporation.

2.4 PRIMERS

Provide primer materials made by or recommended by the sealant manufacturer for the conditions of the application, including the materials to be sealed at the joints and the type of sealant or caulking material to be used.

PART 3 EXECUTION

3.1 GENERAL

All sealant and primer work shall comply with ASTM C1193 and with the manufacturer's written instructions.

The Contractor shall confirm that the proposed sealant and primer materials are compatible with any concrete curing compound used, or the Contractor shall lightly sandblast and thoroughly clean concrete joint surfaces prior to application of sealant materials.

All priming and sealant work shall be done under temperature and moisture conditions that are within the requirements of the manufacturer's written instructions.

All exterior dissimilar materials shall be sealed with elastomeric sealants at the joints between the different materials.

3.2 APPLICATION OF SEALANTS

A. PREPARATION OF JOINTS

Inspect profiles and surfaces of all joints prior to application. Verify joint dimensions are adequate for development of the sealant movement capability. All joints shall be solvent cleaned, dry, and free of dust, oils and grease before receiving backing materials and sealant. Floor joints shall be wire brushed, free of laitance or other residues. Aluminum or other metal surfaces to be in contact with sealants shall be wiped clean with xylol or an MEK solvent to remove any coatings or contamination. Joint sealants shall be installed before other surface finishes are applied. Proceed with joint sealant work only once conditions meet the manufacturer's requirements.

B. BACKINGS

Install filler and backer materials in as long of lengths as practicable. Stretch and force into joints with tool designed for that purpose, to a uniform depth, as indicated on the Plans or as required by the manufacturer, allowing for installation of sealant and caulking. Provide filler material in slab shapes for joints 1/2 inch or more in depth, and in 3/4 inch or more wide joints to receive sealing material. Provide extruded rod backer material in all other joints to receive sealant. Filler or backer material shall be of a depth as required to bring the top surface to within

1/2 inch of the slab surface, or as indicated on the Plans. All joints shall include a suitable bond breaker between backing materials and sealant.

C. MASKING

Both sides of joints shall be masked with tape to prevent soiling floor, slab, or wall beyond limits of the joint.

D. PRIMING

Apply primer to all surfaces of joints in contact with sealant materials. Apply full strength and undiluted in a uniform coating of surface. Allow to set or cure prior to proceeding. Do not prime surfaces at back of joint.

E. APPLICATION

Sealant shall be gun applied, giving the joint a full bead of sealant. Skin beads are not acceptable. Tool the bead immediately after application to ensure a firm and full contact with the inner faces of the joint. Joints in sills and other wash surfaces shall be filled slightly convex to obtain a flush joint when dry. Entire perimeter of openings in concrete surfaces shall be sealed. Do not apply sealants to wet or damp surfaces nor in temperatures below 50 degrees F, and as required by the manufacturer. Strike off excess sealant with tooling stick or a knife so that finished bead is slightly below surface. Remove excess sealant as work progresses. Sealants in masonry wall joints are to be a maximum of 1/2-inch deep and not less than 1/4 inch in each dimension. When applying sealant, do not permit thickness of sealant to exceed 1/2 of the width of the joint. Any joints over 1/2-inch wide shall be reported to the Owner and instructions for correcting the applications will be given.

3.3 CLEANUP

Upon completion, the Contractor shall remove and dispose of masking materials. Remove any excess materials and clean adjacent surfaces free from any soiling or staining resulting from the sealing and caulking operations.

***** END OF SECTION *****

DIVISION 8

DOORS AND WINDOWS

SECTION 08810

GLAZING

PART 1 GENERAL

1.1 SCOPE

The Contractor shall furnish and install glazing as shown on the Plans and as specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals
06200	Finish Carpentry

1.3 REFERENCES

“Glazing Manual,” issued by the National Glass Association, latest edition, hereinafter called “Manual.”

1.4 LABELS

Except where cutting of glass makes this requirement impossible, labels showing manufacturer’s name, quality of glass, and thickness of glass required, shall be furnished on each piece of glass.

PART 2 PRODUCTS

2.1 APPROVED MANUFACTURERS

Glass manufacturers shall be PPG Industries, Inc., Oldcastle, Guardian Glass, or equal.

2.2 TEMPERED PLATE GLASS

Provide 1/4-inch thick, frosted type tempered plate glass of glazing quality for interior applications. Comply with all requirements of the International Building Code.

2.3 SETTING MATERIALS AND ACCESSORIES

The Contractor shall provide setting blocks, gaskets, clips, shims, and beads, as applicable; and provide tapes, compressible foam, and glazing sealants, as

recommended by the Window Manufacturer, and in accordance with Manual Standards.

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall install glazing in accordance with manufacturer's directions and Manual Standards. Do not glaze in rainy weather without adequate overhead cover, nor at temperatures below 40 degrees F.

3.2 PREPARATION

The Contractor shall measure carefully prior to any cutting and fabricating and shall remove all rivet, screw, bolt or nail heads, welding fillets, or other projections from specified clearances in glazing rabbet.

3.3 GLASS POSITIONING

Center in rabbet to maintain noted clearances on all four sides, indoors and out. Set sheet glass with waves or draw horizontally. Clearance shall be in accordance with manufacturer's recommendations for size and thickness.

3.4 GLAZING

A. GENERAL

Sizes necessary to provide the required edge clearances shall be determined by measuring the actual opening to receive glass. Labels shall be left in place until the installation is approved. Movable items shall be secured, fixed, or in a closed and locked position until glazing compound has set. Preparation of surrounds and glazing, unless otherwise indicated or approved, and the sealing methods recommended for the application shall be in conformance the Glazing Manual.

Apply heal bead of sealant continuously at sill and not less than 5 inches up each jamb. Install compression gasket on interior or exterior, and apply removable stop. Complete sealant application in accordance with manufacturer's recommendations.

B. TEMPERED GLASS

Premeasure and cut tape to lengths required. Adhere to fixed stops, setting tape at heads and sills before jambs. Install tape with butt joints; no overlaps shall be permitted. Set tapes straight and level with sight line of

interior or exterior stops, as required. Position glass against tapes forming uniform seals.

***** END OF SECTION *****

DIVISION 9

FINISHES

SECTION 09250

GYPSUM WALLBOARD

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section consists of all labor, materials, and equipment for all gypsum wallboard, zinc-coated trim, taping, spackling, and texturing necessary to complete all the work indicated on the Plans and as specified. The work shall include installation of gypsum board, exterior and interior grounds, corner beads, taping, spackling, sanding, and texturing of all joints and nail or screw heads to obtain finished walls ready for painting.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals
09900	Painting

1.3 REFERENCES

This Section references the latest revisions of the following documents:

<u>Reference</u>	<u>Title</u>
ASTM C36	Specification for Gypsum Wallboard
ASTM C79	Test Method for Gypsum Wallboard
ASTM C630	Specification for Water-Resistant Gypsum Backing Board
ASTM C840	Specification for Application and Finishing of Gypsum Wallboard
ASTM C1002	Specification for Steel Drill Screws for the Application of Gypsum Wallboard
ASTM C1047	Specification for Accessories for Gypsum Wallboard

1.4 QUALITY ASSURANCE

All gypsum wallboard products and joint treatment products shall be obtained from a single manufacturer.

PART 2 PRODUCTS

2.1 APPROVED MANUFACTURERS

Gypsum wallboard products and joint treatment products shall be as manufactured by National Gypsum Co., Georgia Pacific, USG Corp., or approved equal.

2.2 GYPSUM WALLBOARD

Gypsum wallboard shall be heavy duty, moisture and abuse resistant wallboard with reinforcing layers at each face conforming to ASTM C1629 and ASTM C1396, Type X. Thickness shall be 5/8-inch.

2.3 TRIM ACCESSORIES

Provide manufacturer's standard trim accessories of types indicated for drywall work, formed of galvanized steel unless otherwise indicated, with either knurled and perforated or expanded flanges for nailing and beaded for concealment of flanges in joint compound. Provide corner beads, L-type edge trim-beads, U-type edge trim-beads, and one-piece control joint beads. Unless specifically noted as "exposed," all trim accessories shall be beaded type to be concealed with joint compound.

2.4 JOINT TREATMENT MATERIALS

Provide materials complying with ASTM C475, ASTM C840 and recommendations from the Manufacturer for the applications indicated. Provide 2-1/2-inches wide, perforated tape for joints. Provide two separate grades of ready-mixed, vinyl-type joint compound. One type shall be for bedding tapes and filling depressions. The second type shall be for taping and sanding.

2.5 FASTENERS

Screws shall conform to ASTM C1002 with heads, threads, points, and finish as recommended by the manufacturer.

PART 3 EXECUTION

3.1 GENERAL

All workmanship and materials shall be of the best quality and any defective work shall be removed and replaced by the Contractor at no additional expense to the Owner. Keep the premises free of accumulations of debris and dust connected with this work and protect adjacent finished surfaces from damage by this work. The Contractor shall establish and maintain application and finishing environment

in accordance with ASTM C840. For non-adhesive attachment of gypsum wallboard to framing, maintain not less than 40 degrees F.

3.2 INSTALLATION

All drywall sheets shall be set with staggered joints and screws and/or nails set deep enough to receive a cover of spackle, spaced in accordance with Wallboard Manufacturer's standard specifications. Install approved zinc-coated corner molds at openings and terminations of wallboards. Cut all wallboard close to and around wall penetrations and electrical outlets. Provide a complete, covered installation in all areas where gypsum wallboard is to be installed.

3.3 FINISHING

After the wallboard has been installed, it shall be finished. Apply joint compound or bedding compound and embed tape leaving uniform thickness of materials underneath tape. Cover screw heads smooth with finished surface of board after each application of joint material. After initial application has been complete, it shall be allowed to dry and then sanded smooth. Additional coats of joint compound shall be applied and finish sanded until an ASTM C840 Level 5 finish has been achieved. Obtain Owner's approval prior to applying paint.

3.4 ESCUTCHEONS

Provide escutcheons around all pipe, conduit, and similar types of penetrations through gypsum wallboard walls and ceiling.

***** END OF SECTION *****

SECTION 09680

CARPET

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes but is not limited to furnishing and installation of commercial carpet in all disturbed areas.

The Contractor shall make every effort to remove and protect existing carpet tiles to the greatest extent possible for reuse. The Owner does have a minimum of four boxes of existing carpet tiles that are available for use. If existing tiles are not suitable for reuse, it shall be the Contractor's responsibility to source matching carpet tiles.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals

1.3 REFERENCES

<u>Reference</u>	<u>Title</u>
ASTM E84	Surface Burning Characteristics of Building Materials
ASTM E6&8	Flammability

1.4 OPERATION AND MAINTENANCE DATA

Submit operation and maintenance data at time of substantial completion. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning and shampooing.

1.5 QUALITY ASSURANCE

A. MANUFACTURER

Company specializing in commercial carpet with 5-years minimum experience.

B. INSTALLER

Company with 3-years minimum documented experience and approved by manufacturer.

1.6 REGULATORY REQUIREMENTS

Conform to applicable code for carpet flammability requirements of Class A using in accordance with ASTM E84 and conform to ANSI/ASTM E6&8 providing a minimum flux of 0.55.

1.7 ENVIRONMENTAL REQUIREMENTS

Store materials for three days prior to installation in area of installation to achieve temperature stability. Maintain minimum 70 degrees F ambient temperature 3 days prior to, during, and 24 hours after installation of materials.

1.8 WARRANTY

Provide manufacturer's standard warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

The Field, Burnished Gold 24" x 24" carpet tile by the Mohawk Group, or approved equal. Color and pattern to be selected from the Manufacturer's full range for the product to match existing.

2.2 ACCESSORIES

Primer: Premixed primer as recommended by carpet Manufacturer.

Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided by, or recommended, by the carpet manufacturer.

Adhesives: Water-resistant, mildew-resistant, non-staining type to suit products and subfloor condition indicated, that complies with flammability requirements for installed carpet and that is recommended by the carpet manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

Verify that substrate surfaces are smooth and flat with maximum variation of 1/8 inch in 10 feet and are ready to receive work. Verify concrete floors are dry to a maximum moisture content of 7 percent and exhibit negative alkalinity,

carbonization, or dusting. Beginning of installation means acceptance of existing substrate and site conditions.

3.2 PREPARATION

Remove sub-floor ridge and bumps. Fill low spots, cracks, joins, holes, and other defects with sub-floor filler. Apply, trowel, and float filler to leave smooth, flat, hard surface. Prohibit traffic until filler is cured. Vacuum floor surface.

3.3 INSTALLATION

Apply carpet and pad in accordance with manufacturer's instructions. Lay out rolls of carpet for approval. Verify carpet match before cutting to ensure minimum variation between dye lots. Double cut carpet, to allow intended seam and pattern match. Make cuts straight, true, and unfrayed. Locate seams in area of least traffic. Fit seams straight, not crowded or peaked, free of gaps. Lay carpet on floor with run of pile in same direction as anticipated traffic. Do not change run of pile in any room where carpet is continuous through a wall opening into another room. Locate change of color or pattern between rooms under door center-line. Cut and fit carpet around interruptions. Fit carpet tight to intersection with vertical surfaces without gaps.

3.4 CLEANING

Remove excess adhesive from floor, base, and wall surfaces without damage. Clean and vacuum carpet surfaces.

3.5 PROTECTION

Prohibit traffic from carpet area for 24 hours after installation.

***** END OF SECTION *****

SECTION 09900

PAINTING

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section covers the furnishing and installation of protective coatings, complete-in-place. Special shop coatings and/or factory-applied finishes on manufactured or fabricated items may be specified elsewhere. Regardless of the number of paint coats previously applied, at least two field coats of paint shall be applied to all surfaces unless otherwise specified herein. Field painting is not required for factory prefinished equipment items such as pumps, blowers, motors, etc. Touchup of the factory applied coatings may be required.

The word “paint” as used herein shall be taken to include all protective coatings and incidental materials as required with the exception that anodized aluminum or zinc galvanized coatings shall not be considered as paint.

Unless specifically noted otherwise in these Specifications or on the Plans, all work performed under this Contract (both new work and modifications to existing facilities) shall be painted. If an existing wall or ceiling (or similar surface) is modified in some way, the entire wall or ceiling surface is to be painted.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals
09250	Gypsum Wallboard

1.3 REFERENCED STANDARDS

The following standards are referenced and shall be considered a part of these Specifications:

American National Standards Institute (ANSI):
A159.1, Surface Preparation Specifications;
Z53.1, Safety Color Code for Marking Physical Hazards

1.4 DEFINITIONS

A. PAINT

Includes fillers, primers, sealers, emulsions, oils, alkyds, latex, enamels, thinners, stains, epoxies, vinyls, urethanes, shellacs, varnishes and any other applied coating specified within these Specifications or shown on the Plans.

B. FINISHED ROOM OR SPACE

One that has a finish called for on Room Finish Schedule, or is indicated on the Plans, or is specified herein, to be painted.

C. PAINTING COVERAGE RATE

Coverage's expressed in SF/GAL/coat are the manufacturer's published theoretical coverage's in square feet per gallon per coat.

1.5 SUBMITTALS

In addition to the general submittal requirements listed in Section 01300, the following shall be submitted:

1. Written acknowledgment and certification that products submitted meet requirements of standards referenced in this Section.
2. Manufacturer's application instructions for primer and finish coats.
3. Manufacturer's surface preparation instructions.
4. Manufacturer's full line of color samples for color selection by Owner.
5. If products being used are manufactured by a company other than the specified reference standard, the Contractor must provide a complete comparison of the proposed products with the specified reference products per Part 2.1 requirements, including application procedure, coverage rates, and verification that product is designed for intended use. Information must be provided that demonstrates that manufacturer's products are equal to the performance standards of products manufactured by the Tnemec Company, which is the reference standard.
6. Manufacturer's approval of protective coating systems applicator.

7. List of Applicator's experience and qualifications. A minimum of 5-years of experience in the painting of wastewater treatment plant facilities required.

PART 2 PRODUCTS

2.1 APPROVED MANUFACTURERS

The following is an approved coating systems manufacturers list subject to compliance with the Specifications contained herein:

1. Ameron Protective Coatings Division.
2. Sherwin Williams.
3. Tnemec Company.
4. Or equal.

The specified coating shall be understood as establishing the type and quality of coating desired. Other manufacturers' products will be accepted provided sufficient information is submitted to allow the Engineer to determine that the coatings proposed are equivalent to those named. Proposed coatings shall be submitted for review in accordance with these Specifications. Requests for review of equivalency will not be accepted from anyone except the Contractor, and such requests shall not be considered until after the Contract has been awarded.

No substitutions shall be allowed that change the number of coats, thickness or generic type of paint required. All materials shall be brought to the jobsite in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Engineer.

No coating materials other than those specified shall be brought to the jobsite. Thinners, driers and oils brought to the jobsite shall be only those recommended and approved by the paint manufacturer.

All paint shall conform to the applicable air quality regulations at the point of application. Any paint material which cannot be guaranteed by the manufacturer to comply, whether specified by product designation or not, shall not be used.

It shall be the responsibility of the Contractor to ensure the compatibility of the field painting products which will be in contact with each other or which will be applied over shop painted or previously painted surfaces. Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the first field coat over shop painted or previously painted surfaces shall cause no wrinkling, lifting, or other damage to the underlying paint.

All paint used for intermediate and finish coats shall be guaranteed by the paint manufacturer to be fumeproof and suitable for wastewater plant atmospheres containing hydrogen sulfide. Any paint that cannot be so guaranteed shall not be used. Paint shall be lead-free and mercury-free if available, but in no case shall the lead or mercury content cause discoloration in a wastewater plant atmosphere.

Tnemec Company products are the reference standard and Tnemec designations for product type are used herein. Requirements for an approved equal product are listed below:

1. For approval of an equal manufacturer. The Contractor shall provide to the Owner in writing a detailed side-by-side comparison of the proposed equal Products Characteristics, Performance Characteristics, and Application Conditions for each Tnemec coating specified in this specification. For consideration for approval this written comparison shall be certified and notarized by an officer of the proposed manufacturer as true and correct.
2. For Products Characteristics this detailed side-by-side comparison shall include for example, but not limited to, Volume Solids, Weight Solids, VOC, Mix Ratio, Zinc Content in Dry Film (by Weight), Spreading Rate per coat, Drying Schedule, Shelf Life and Flash Point.
3. For Performance Characteristics this detailed side-by-side comparison shall include for example, but not limited to, Abrasion Resistance, Corrosion Weathering, Direct Impact Resistance, Dry Heat Resistance, Flexibility, Moisture Condensation Resistance, Pencil Hardness, Salt Fog Resistance, Slip Coefficient and Wet Heat Resistance
4. In addition to the detailed side-by-side comparison for approval of an equal manufacturer, The Contractor shall provide to the Owner in writing five similar installations that have had the proposed or equal coating system and date coating system was put into service. In addition the installations names, locations, and owner's name with contact person and telephone number shall be provided.
5. For consideration for approval as an equal coating system the detailed side-by-side comparison shall be submit, with successful bidder's Shop Drawing at the time of the Preconstruction Conference, along with any proposed monetary adjustments to the contract price. As with all shop drawings, final approval rests with the Owner.
6. As a minimum standard any equal coating system shall have a 5-year service history on its coating system.

2.2 PAINT SYSTEMS

A. GYPSUM WALLBOARD

1. Scope

This Section shall apply to all exposed gypsum wallboard surfaces.

2. Surface Preparation

Sandpaper smooth, dust and contaminant free.

3. Coatings

Primer System:

Coat One

Product: Elasto-Grip FC, Tnemec Series 151-1051

MDFT: 1.5 to 2.5 mils

Finish System:

Coat One

Product: Enduratone, Tnemec Series 1029

MDFT: 2 to 4 mils

Coat Two

Product: Enduratone, Tnemec Series 1029

MDFT: 2 to 4 mils

Total MDFT: 5.5 mils

2.3 COLORS

Color samples shall be submitted for Owner approval prior to application of any field coatings.

PART 3 EXECUTION

3.1 GENERAL

It is the intent of these Specifications that materials and workmanship be provided such that the highest quality job is obtained. The completed work, prior to acceptance, must be free from runs, skips, mars and any other disfiguring mark due to faulty workmanship or care of the completed work.

It is the responsibility of the Contractor to ensure that all surfaces are prepared in accordance with the written recommendations and directions of the paint manufacturer whose paint is applied.

Approval of conditions shall be obtained from the Engineer prior to applying any or all coats of paint; however, such approval shall not relieve the Contractor of his responsibility of conformance with these Specifications and conformance with the manufacturer's recommendations.

It shall be the responsibility of the Contractor to prevent settling of dust or the occurrence of other conditions detrimental to the finished quality of the job and to repair any damaged paint at no additional cost to the Owner.

Materials or equipment delivered with prime coats shall be touched up as required prior to the application of additional coating(s).

The Contractor shall apply each coating at the rate and in the manner specified by the paint manufacturer. If material has thickened or must be diluted for application by spray gun, the coating shall be built-up to the same thickness achieved with undiluted material. Deficiencies in film thickness shall be corrected by the application of an additional coat(s) of paint. Film thickness shall be determined when dry by the Engineer with a magnetic dry film thickness gauge. The thickness gauge shall be calibrated with test shims.

Where thinning is necessary, only the products of the manufacturer furnishing the paint and for the particular purpose shall be allowed. All thinning shall be done strictly in accordance with the manufacturer's instructions as well as with the full knowledge and approval of the Engineer.

No paint shall be applied when the surrounding air temperature, as measured in the shade, is below 40 degrees F. No paint shall be applied when the temperature of the surface to be painted is below 35 degrees F. Paint shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog or mist or when the relative humidity exceeds 85 percent. No paint shall be applied when it is expected that the relative humidity will exceed 85 percent or that the air temperature will drop below 40 degrees F within 18 hours after the application of the paint. Dew or moisture condensation should be anticipated and if such conditions are prevalent, painting shall be delayed until conditions improve to be certain that the surfaces are dry prior to application of paint. No paint shall be applied when the ambient temperature is less than 5 percent F. above the dewpoint. Further, the day's painting shall be completed well within advance of the probable time of day when condensation will occur, in order to permit the paint film an appreciable drying time prior to the formation of moisture.

Manufacturer's recommended drying time shall be construed to mean "under normal conditions." Where conditions are other than normal because of the weather or because painting must be done in confined spaces, longer drying times shall be necessary. The manufacturer's recommendations for recoating time intervals shall be strictly adhered to.

Adequate ventilation, which will effectively remove solvents, shall be provided for proper drying of paints on interior surfaces. A minimum of 7-consecutive calendar days at 70 degrees F following the application of the final coat on submerged surfaces shall be required before submergence. Longer periods shall be allowed prior to submergence if recommended by the paint manufacturer or if weather conditions require a longer curing time.

3.2 MIXING AND THINNING

Paint shall be thoroughly mixed each time any is withdrawn from the container. Paint containers shall be kept tightly closed except while paint is being withdrawn.

Paint shall be factory mixed to proper consistency and viscosity for hot weather application without thinning. Thinning will be permitted only as necessary to obtain recommended coverage at lower application temperatures. Only thinners approved by the paint manufacturer shall be used. In no case shall the wet film thickness of applied paint be reduced, by addition of paint thinner or otherwise, below the thickness recommended by the paint manufacturer.

3.3 SURFACE PREPARATION

A. GENERAL

Surfaces shall be dry and thoroughly cleaned of foreign materials with all defects filled or removed. All trades employed shall leave the surfaces of their work in such a condition that only minor cleaning, sanding and filling is required of the painting trade for surface preparation.

Hardware, switchplates, machined surfaces, nameplates, lighting fixtures and all other surfaces not to be painted shall be removed or otherwise protected. Drop cloths shall be provided, where necessary, to avoid spotting of surfaces adjacent to the item being painted. Working parts of electrical equipment shall be protected from damage during surface preparation and painting operations.

B. GYPSUM WALLBOARD

The Contractor shall repair minor irregularities left by finishers, avoid raising the nap of the paper and verify that the moisture content is less than 8 percent before painting. Contractor shall install sealant as required at edges of wallboard where it abuts different materials prior to painting.

3.4 APPLICATION

A. GENERAL

The Contractor shall mix and apply coatings by brush, roller or spray in accordance with the manufacturer's installation instructions. Spraying equipment shall be inspected and approved in writing by the coating manufacturer. The Contractor shall provide complete coverage's to the mil thickness specified. The thickness specified shall be dry film mil thickness. All paint systems are "to cover." In situations of discrepancy between the manufacturer's square footage coverage rates and mil thickness, mil thickness requirements govern. When color or undercoats show through, the Contractor shall apply additional coats until paint film is of uniform finish and color. The Contractor shall not apply consecutive coats until the Engineer has had an opportunity to observe and approve previous coats.

The Contractor shall apply materials under adequate illumination, shall evenly spread and flow on to provide full, smooth coverage, shall work each application of material into corners, crevices, joints and other difficult to work areas, shall avoid degradation and contamination of blasted surfaces and avoid intercoat contamination, shall clean contaminated surfaces before applying next coat and shall immediately smooth out runs or sags, or remove and recoat entire surfaces. The Contractor shall assure that preceding coats are dry before recoating, shall recoat within the time limits specified by the coating manufacturer and shall allow coated surfaces to cure prior to allowing traffic or other work to proceed.

B. PRIME COAT INSTALLATION

The Contractor shall prime all surfaces indicated to be painted, shall touch-up damaged primer coats prior to finish coats and shall assure field-applied coatings are compatible with factory-applied coatings. If coatings are not compatible, and if approved in writing by the Engineer, the Contractor shall apply a 2-mil-thick universal barrier coat recommended by the paint manufacturer prior to applying field coats or completely remove factory coatings and reprime.

C. FINISH SCHEDULE

All work performed under this Contract (both new work and modifications to existing facilities) shall be painted. Where wall surfaces are to be painted in a particular space, the Contractor shall paint all appurtenant surfaces unless specifically noted not to be painted on the Plans.

3.5 FIELD QUALITY CONTROL

The Contractor shall be responsible for performing, testing and assuring conformance with all requirements of these Specifications.

The Contractor shall maintain daily records showing:

- Start date of work in each area.
- Date of application for each following coat.
- Moisture content and surface temperature of substrate. Also record weather conditions, ambient air temperature and dew point.
- Provisions utilized to maintain temperature and humidity of work area within paint manufacturer's recommended ranges.

The Contractor shall measure the surface temperature of items to be painted with surface temperature gauges specifically designed for such use. The Contractor shall measure substrate humidity with humidity gauges specifically designed for such use. The Contractor shall measure wet paint with wet film thickness gauges. The Contractor shall measure paint dry film thickness with a Mikrotest gauge calibrated against the National Bureau of Standards "Certified Coating Thickness Calibration Standards." The Engineer may direct measurement of paint thickness at any time during the project to ensure conformance with these Specifications. A sufficient number of dry film thickness measurements shall be made so that there is approximately one measurement for each 100 square feet of surface area painted.

Where a wall or ceiling or other type of surface is disturbed and patched, the Contractor shall repaint entire wall or ceiling. The Contractor shall provide wet paint signs as necessary. The Contractor shall touch up damaged finish coats using the same material as specified for the finish coat.

At the conclusion of all painting activities, Contractor shall submit a painting field test report to the Engineer showing the above information plus results of wet film and dry film thickness tests. Provide four copies of final test report.

3.6 PAINTING SITE

Either shop painting or field painting and surface preparation shall be acceptable when painting work is performed in conformance with this Section, unless the painting is activity specified elsewhere in these Specifications.

3.7 PAINT THICKNESS

All paint thicknesses specified herein are minimum dry film thickness (MDFT). The thickness of paint over metallic surfaces shall be measured with a magnetic thickness gauge; paint thickness over wood or masonry shall vary in accordance with surface texture, but in no case shall the manufacturer's recommended coverage rate be exceeded. The minimum thicknesses given are total coating thickness for the coating specified, including multiple coats of the same material, where applicable.

***** END OF SECTION *****

SECTION 09910

WOOD STAIN AND CLEAR SEALER

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section covers work necessary for wood stain and clear sealer on all types of exposed surfaces of wood and as necessary to match the color and surface finish of existing trim in City Hall.

1.2 RELATED SECTIONS

<u>Section</u>	<u>Item</u>
01300	Submittals
06200	Finish Carpentry

1.3 SUBMITTALS

Submit under provisions of Section 01300 - Submittals.

A. PRODUCT SPECIFICATION DATA

Submit manufacturer's technical literature specifications, and application instructions for the specified wood stain/clear sealer materials for Engineer's approval.

B. SAMPLES

Obtain either liquid or dry sample(s) of the wood stain and clear sealer for sample application and color approval. Sample application is covered in Section 1.4.

C. ENVIRONMENTAL REGULATIONS

Submit certification stating the wood stain and clear sealer material to be applied is in compliance with federal, state and local environmental Volatile Organic Compounds (VOC) regulations.

1.4 QUALITY ASSURANCE

A. MANUFACTURER

A firm with no less than 10-years experience in manufacturing the products specified in this Section.

1.5 MOCK UP

- A. Apply stain/clear sealer per manufacturer's application instructions to substrate. Substrate shall match actual job conditions. Determine the best method of application, optimum coverage rate, and number of coats required to produce the desired appearance.
- B. After sample treatment has cured in accordance with manufacturer's recommendations, verify the substrate is coated with sufficient stain/clear sealer to produce the desired appearance and color.
- C. Obtain Engineer and/or Owner approval of coverage appearance and color prior to full scale application.
- D. Convene a preapplication meeting prior to the start of application of the specified material. Attendance by the Contractor, the Owner, the Engineer, and the wood stain/sealer manufacturer's representative is required. Notify each of the attendees at least 3 days prior to the meeting time.

1.6 PRODUCE DELIVERY

A. MATERIAL DELIVERY

Deliver materials to the jobsite in original sealed containers, clearly marked with manufacturer's name, brand name, type of material, color or color formula and batch numbers. Verify the product matches that of the original sample applied on the mock-up wall.

B. STORAGE AND PROTECTION

Store materials inside if possible. Store in a secure to avoid tampering and contamination. Water based materials must be kept from freezing. Store and handle according to manufacturer's printed instructions.

1.7 PROJECT CONDITIONS

A. SURFACE PREPARATION

Surface must be free of cracks, dirt, oils, or other contaminants, which may affect the appearance or performance of the stain and clear sealer material.

B. ENVIRONMENTAL REQUIREMENTS

Air and substrate temperature must be below 50 degrees F unless otherwise specified by manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURER

Sherwin-Williams, or equal

2.2 COATINGS

A. CLEAR SANDING SEALER (AS REQUIRED)

Sanding sealers shall have 35 percent solids by volume acrylic. Minwax "Professional Formula Sanding Sealer", or equal

B. COLORED STAIN (AS REQUIRED)

Colored stains shall be an alkyd/hydrocarbon resin base. Minwax "Wood Finish Stain", or equal.

C. CLEAR SEALER

Clear sealers shall have 55 percent solids by volume polyurethane. Minwax "Fast-Drying Polyurethane", or equal.

PART 3 EXECUTION

3.1 APPLICATION

After fabrication and prefabrication, surface prep, fine sand and clean all surfaces in accordance with manufacturer's instructions.

Apply stains, sanding sealers, and clear sealers in accordance with manufacturer's instructions and as supplied by the manufacturer: Do not dilute or thin.

Mix material well just prior to application using a power mixer to a sure color uniformity.

Material must be applied using the proper application equipment, and the same technique used on the mock-up sample panel.

Apply treatment evenly until an approved color and appearance is achieved.

3.2 FIELD QUALITY CONTROL

The Engineer shall be contacted 48 hours prior to application so as to provide supervision as required. The Engineer shall inspect the progress as the work proceeds.

After stain has cured (minimum of 12 hours), verify color uniformity. Recoat any area that is unacceptable.

3.3 CLEANING

At completion, remove from the jobsite, all excess material, debris, and waste resulting from this work. Dispose of containers according to state and local environmental regulations.

***** END OF SECTION *****

DIVISION 12
FURNISHINGS

SECTION 12356

PLASTIC LAMINATE FACED CASEWORK

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section specifies that the Contractor shall furnish and install plastic laminate faced casework as shown on the Drawings and specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals

1.3 SUMMARY

A This Section includes the following:

1. Plastic-laminate-faced casework and countertops.
2. Casework Hardware.
3. All accessory items noted on details or specified in manufacturer's latest specifications to provide a complete assembly.

1.4 DEFINITIONS

A EXPOSED SURFACES OF CASEWORK

Surfaces visible when doors and drawers are closed, including visible surfaces in open casework or behind glass doors.

B SEMI-EXPOSED SURFACES OF CASEWORK

Surfaces behind opaque doors or drawer fronts, including interior faces of doors and interiors and sides of drawers. Bottoms of wall casework are defined as "semi-exposed."

C CONCEALED SURFACES OF CASEWORK

Surfaces not usually visible after installation, including sleepers, web frames, dust panels, bottoms of drawers, and ends of casework installed

directly against and completely concealed by walls or other casework.
Tops of wall casework and utility casework are defined as “concealed.”

1.5 SUBMITTALS

A PRODUCT DATA

For the following:

1. Casework.
2. Plastic-laminate countertops.
3. Casework hardware.

B SHOP DRAWINGS

The Contractor shall submit shop drawings in accordance with AWI Standards for all work performed. Include plans, elevations, details, and attachments to other work. Show materials, finishes, filler panels, hardware, edge and backsplash profiles, methods of joining countertops, grommets, and cutouts for plumbing fixtures.

C SAMPLES FOR INITIAL SELECTION

The Contractor shall submit manufacturer’s color charts consisting of units or section of units showing the full range of colors. Textures and patterns available for each type of material exposed to view.

D SAMPLES FOR VERIFICATION

The Contractor shall submit actual product samples for the Owner’s verification. Samples shall include 8-inch by 10-inch fabrications of all proposed finished surfaces.

1.6 QUALITY ASSURANCE

A SOURCE LIMITATIONS FOR CASEWORK

Obtain casework through one source from a single manufacturer.

B QUALITY CERTIFICATION

Casework manufacturer shall be a member in good standing of the Architectural Woodwork Institute (AWI). All shop drawings and installed product shall include designated labels as required by the certification program.

1.7 PROJECT CONDITIONS

A ENVIRONMENTAL LIMITATIONS

Do not deliver or install casework until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

B ESTABLISHED DIMENSIONS

Where casework is indicated to fit to other construction, establish dimensions for areas where casework is to fit. Coordinate construction to ensure that actual dimensions correspond to established dimensions. Provide fillers and scribes to allow for trimming and fitting.

1.8 COORDINATION

Coordinate layout and installation of blocking and reinforcement in partitions for support of casework.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A MANUFACTURERS

Subject to compliance with requirements, provide products by one of the following:

1. Plastic Laminate Surfacing Material for Countertops
 - a. Formica Corp.
 - b. Wilsonart.
 - c. Nevamar Corp.

2. Casework
 - a. Pacific Cabinets, Inc.
 - b. Genothern Casework
 - c. Valley Cabinets, Inc.
 - d. Northwest Woodworks.
 - e. Fremont Millwork Co.
 - f. Or equal.

2.2 COLORS, TEXTURES AND PATTERNS

- A Colors, Textures and Patterns: As selected by Engineer from manufacturer's full range of laminates including premium grades.
- B Allow for a selection of up to seven plastic laminates of distinct color, texture and pattern.

2.3 CABINET MATERIALS

A EXPOSED MATERIALS

1. Plastic Laminate

High-pressure decorative laminate complying with NEMA LD 3, Grade VGS.

B SEMI-EXPOSED MATERIALS

Unless otherwise indicated, provide the following:

1. Plastic Laminate

High-pressure decorative laminate complying with NEMA LD 3, Grade VGS.
2. Cabinet Liners

High pressure melamine laminate .027 thickness.

C CONCEALED MATERIALS

Solid wood or plywood, of any hardwood or softwood species, with no defects affecting strength or utility.

D EDGE BAND

High-pressure decorative laminate complying with NEMA LD 3, Grade VGS.

2.4 COUNTERTOP MATERIALS

A PLASTIC LAMINATE

High-pressure decorative laminate complying with NEMA LD 3.

1. Grade: HGS.

B PLYWOOD

Exterior softwood plywood complying with PS 1, Grade C-C Plugged, touch sanded.

2.5 CABINET HARDWARE

A GENERAL

Manufacturer's standard units complying with BHMA A156.9, of type, size, style, material, and finish as selected by Engineer from manufacturer's full range.

B DRAWER AND DOOR PULLS

Manufacturer's standard plastic semi-recessed pull. Color to be selected from manufacturer.

C HINGES

Concealed, 170 degree, European-style hinges. Blum Blumotion, or equal.

D DRAWER GUIDES

Epoxy-coated-metal, self-closing drawer guides; designed to prevent rebound when drawers are closed; with nylon-tired, ball-bearing rollers. Accuride #3832, 100 lb rating typical.

E HARDWARE

Concealed where possible.

F SHELF PINS

All shelf pins to be seismic double pin captive shelf support.

G WALL SHELVING STANDARDS

Knape and Vogt 255 Series pilaster standards with 256 Series support clips.

2.6 CABINET CONSTRUCTION

A FACE STYLE

Flush overlay; door and drawer faces cover cabinet body members or face frames with only enough space between faces for operating clearance.

B DOOR AND DRAWER FRONTS

11/16-inch-thick plywood with plastic-laminate faces, backs and 3mm PVC edge banding. Provide same grade, pattern, color and texture of plastic laminate for backs as for faces.

C EXPOSED CABINET ENDS

3/4-inch plywood, plastic laminate faced.

D CABINET ENDS

3/4-inch plywood, plastic laminate faced.

E CABINET TOPS AND BOTTOMS

1/2-inch plywood, plastic laminate faced.

F WALL-HUNG UNIT BACK PANELS

1/2-inch plywood. Interior side of back panel to receive plastic laminate.

G BASE UNIT BACK PANELS

1/2-inch plywood. Interior side of back panel to receive plastic laminate.

H DRAWERS

Fabricate with exposed fronts fastened to sub-front with mounting screws from interior of body.

1. Bottoms: 1/2-inch thick plywood.
2. Boxes: 1/2-inch thick plywood, plastic laminate faced with 3-mm PVC edge banding.

I FACTORY FINISHING

To greatest extent possible, finish casework at factory. Defer only final touchup until after installation.

J SEISMIC

All upper and tall casework construction to meet seismic requirements per WIC (Woodworking Institute of California).

K SHELVES

3/4-inch plywood, plastic laminate faced with 3 mm PVC edge banding.

L FACTORY FINISHING

To greatest extent possible, finish casework at factory. Defer only final touchup until after installation.

2.7 PLASTIC LAMINATE COUNTERTOPS

A CONFIGURATION

Provide countertops with the following front, cove (intersection of top with backsplash), backsplash, and end-splash style:

1. Front
Rolled edge.
2. Cove
Butt splash typical.
3. Backsplash
Butt splash.
4. End Splash
Butt splash.

PART 3 EXECUTION

3.1 INSTALLATION

- A Install casework with no variations in flushness of adjoining surfaces; use concealed shims. Where casework abut other finished work, scribe and cut for accurate fit. Provide filler strips, scribe strips, and moldings in finish to match cabinet face.
- B Install casework without distortion so doors and drawers fit openings and are aligned. Complete installation of hardware and accessories as indicated.
- C Install casework and countertop level and plumb to a tolerance of 1/16 inch in 8 feet (3 mm in 2.4 m).
- D Fasten casework to adjacent units and to backing.
 1. Fasten wall casework through back, near top and bottom, at ends and not less than 24-inches (600-mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips.
 2. Fasten wall casework through back, near top and bottom, at ends and not less than 24-inches (600-mm) o.c., with toggle bolts through metal backing behind gypsum board.
- E Fasten plastic-laminate countertops by screwing through corner blocks of base units into underside of countertop. Form seams using splines to align

adjacent surfaces, and secure with glue and concealed clamping devices designed for this purpose.

1. Provide cutouts for sinks and lavatories, including holes for faucets and accessories.
2. Seal edges of cutouts by saturating with varnish.

F Verify all appliance sizes prior to fabrication.

3.2 ADJUSTING AND CLEANING

- A Adjust casework and hardware so doors and drawers are centered in openings and operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.
- B Clean casework on exposed and semi-exposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.

***** END OF SECTION *****

PART 5

WAGE RATES

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 12/17/2019

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pierce	Asbestos Abatement Workers	Journey Level	\$50.86	5D	1H		View
Pierce	Boilermakers	Journey Level	\$69.04	5N	1C		View
Pierce	Brick Mason	Journey Level	\$58.82	5A	1M		View
Pierce	Brick Mason	Pointer-Caulker-Cleaner	\$58.82	5A	1M		View
Pierce	Building Service Employees	Janitor	\$19.99	5S	2F		View
Pierce	Building Service Employees	Traveling Waxer / Shampooer	\$20.39	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (High Time)	\$27.29	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (Non-High Time)	\$26.29	5S	2F		View
Pierce	Cabinet Makers (In Shop)	Journey Level	\$28.36		1		View
Pierce	Carpenters	Acoustical Worker	\$62.44	7A	4C		View
Pierce	Carpenters	Carpenter	\$62.44	7A	4C		View
Pierce	Carpenters	Carpenters on Stationary Tools	\$62.57	7A	4C		View
Pierce	Carpenters	Creosoted Material	\$62.54	7A	4C		View
Pierce	Carpenters	Floor Finisher	\$62.44	7A	4C		View
Pierce	Carpenters	Floor Layer	\$62.44	7A	4C		View
Pierce	Carpenters	Scaffold Erector	\$62.44	7A	4C		View
Pierce	Cement Masons	Application of all Composition Mastic	\$62.97	7A	4U		View
Pierce	Cement Masons	Application of all Epoxy Material	\$62.47	7A	4U		View
Pierce	Cement Masons	Application of all Plastic Material	\$62.97	7A	4U		View
Pierce	Cement Masons	Application of Sealing Compound	\$62.47	7A	4U		View
Pierce	Cement Masons	Application of Underlayment	\$62.97	7A	4U		View
Pierce	Cement Masons	Building General	\$62.47	7A	4U		View
Pierce	Cement Masons	Composition or Kalman Floors	\$62.97	7A	4U		View
Pierce	Cement Masons	Concrete Paving	\$62.47	7A	4U		View
Pierce	Cement Masons	Curb & Gutter Machine	\$62.97	7A	4U		View
Pierce	Cement Masons	Curb & Gutter, Sidewalks	\$62.47	7A	4U		View

Pierce	Cement Masons	Curing Concrete	\$62.47	7A	4U		View
Pierce	Cement Masons	Finish Colored Concrete	\$62.97	7A	4U		View
Pierce	Cement Masons	Floor Grinding	\$62.97	7A	4U		View
Pierce	Cement Masons	Floor Grinding/Polisher	\$62.47	7A	4U		View
Pierce	Cement Masons	Green Concrete Saw, self-powered	\$62.97	7A	4U		View
Pierce	Cement Masons	Grouting of all Plates	\$62.47	7A	4U		View
Pierce	Cement Masons	Grouting of all Tilt-up Panels	\$62.47	7A	4U		View
Pierce	Cement Masons	Guniting Nozzleman	\$62.97	7A	4U		View
Pierce	Cement Masons	Hand Powered Grinder	\$62.97	7A	4U		View
Pierce	Cement Masons	Journey Level	\$62.47	7A	4U		View
Pierce	Cement Masons	Patching Concrete	\$62.47	7A	4U		View
Pierce	Cement Masons	Pneumatic Power Tools	\$62.97	7A	4U		View
Pierce	Cement Masons	Power Chipping & Brushing	\$62.97	7A	4U		View
Pierce	Cement Masons	Sand Blasting Architectural Finish	\$62.97	7A	4U		View
Pierce	Cement Masons	Screed & Rodding Machine	\$62.97	7A	4U		View
Pierce	Cement Masons	Spackling or Skim Coat Concrete	\$62.47	7A	4U		View
Pierce	Cement Masons	Troweling Machine Operator	\$62.97	7A	4U		View
Pierce	Cement Masons	Troweling Machine Operator on Colored Slabs	\$62.97	7A	4U		View
Pierce	Cement Masons	Tunnel Workers	\$62.97	7A	4U		View
Pierce	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.20	7A	4C		View
Pierce	Divers & Tenders	Dive Supervisor /Master	\$79.23	7A	4C		View
Pierce	Divers & Tenders	Diver	\$116.20	7A	4C	8V	View
Pierce	Divers & Tenders	Diver On Standby	\$74.23	7A	4C		View
Pierce	Divers & Tenders	Diver Tender	\$67.31	7A	4C		View
Pierce	Divers & Tenders	Manifold Operator	\$67.31	7A	4C		View
Pierce	Divers & Tenders	Manifold Operator Mixed Gas	\$72.31	7A	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Operator / Technician	\$67.31	7A	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Tender	\$62.69	7A	4C		View
Pierce	Dredge Workers	Assistant Engineer	\$56.44	5D	3F		View
Pierce	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	5D	3F		View
Pierce	Dredge Workers	Boatmen	\$56.44	5D	3F		View
Pierce	Dredge Workers	Engineer Welder	\$57.51	5D	3F		View
Pierce	Dredge Workers	Leverman, Hydraulic	\$58.67	5D	3F		View
Pierce	Dredge Workers	Mates	\$56.44	5D	3F		View
Pierce	Dredge Workers	Oiler	\$56.00	5D	3F		View
Pierce	Drywall Applicator	Journey Level	\$62.44	5D	1H		View
Pierce	Drywall Tapers	Journey Level	\$62.94	5P	1E		View
Pierce	Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1		View
Pierce	Electricians - Inside	Cable Splicer	\$74.69	5C	1G		View
Pierce	Electricians - Inside	Journey Level	\$69.96	5C	1G		View
Pierce	Electricians - Inside	Lead Covered Cable Splicer	\$79.41	5C	1G		View

Pierce	Electricians - Inside	Welder	\$74.69	<u>5C</u>	<u>1G</u>		View
Pierce	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>		View
Pierce	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>		View
Pierce	Electricians - Powerline Construction	Cable Splicer	\$79.60	<u>5A</u>	<u>4D</u>		View
Pierce	Electricians - Powerline Construction	Certified Line Welder	\$72.98	<u>5A</u>	<u>4D</u>		View
Pierce	Electricians - Powerline Construction	Groundperson	\$47.94	<u>5A</u>	<u>4D</u>		View
Pierce	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$72.98	<u>5A</u>	<u>4D</u>		View
Pierce	Electricians - Powerline Construction	Journey Level Lineperson	\$72.98	<u>5A</u>	<u>4D</u>		View
Pierce	Electricians - Powerline Construction	Line Equipment Operator	\$62.06	<u>5A</u>	<u>4D</u>		View
Pierce	Electricians - Powerline Construction	Meter Installer	\$47.94	<u>5A</u>	<u>4D</u>	<u>8W</u>	View
Pierce	Electricians - Powerline Construction	Pole Sprayer	\$72.98	<u>5A</u>	<u>4D</u>		View
Pierce	Electricians - Powerline Construction	Powderperson	\$54.55	<u>5A</u>	<u>4D</u>		View
Pierce	Electronic Technicians	Journey Level	\$44.70	<u>6Z</u>	<u>1B</u>		View
Pierce	Elevator Constructors	Mechanic	\$94.22	<u>7D</u>	<u>4A</u>		View
Pierce	Elevator Constructors	Mechanic In Charge	\$101.73	<u>7D</u>	<u>4A</u>		View
Pierce	Fabricated Precast Concrete Products	Journey Level	\$15.00		<u>1</u>		View
Pierce	Fence Erectors	Fence Erector	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Fence Erectors	Fence Laborer	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Flaggers	Journey Level	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Glaziers	Journey Level	\$66.51	<u>7L</u>	<u>1Y</u>		View
Pierce	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$76.61	<u>5J</u>	<u>4H</u>		View
Pierce	Heating Equipment Mechanics	Journey Level	\$85.88	<u>7F</u>	<u>1E</u>		View
Pierce	Hod Carriers & Mason Tenders	Journey Level	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Industrial Power Vacuum Cleaner	Journey Level	\$12.00		<u>1</u>		View
Pierce	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		View
Pierce	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>		View
Pierce	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		View
Pierce	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		View
Pierce	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		View
Pierce	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$12.00		<u>1</u>		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$12.00		<u>1</u>		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>		View

Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$12.00		<u>1</u>		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$12.00		<u>1</u>		View
Pierce	Insulation Applicators	Journey Level	\$62.44	<u>7A</u>	<u>4C</u>		View
Pierce	Ironworkers	Journeyman	\$72.18	<u>7N</u>	<u>1O</u>		View
Pierce	Laborers	Air, Gas Or Electric Vibrating Screed	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Airtrac Drill Operator	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Ballast Regular Machine	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Batch Weighman	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Brick Pavers	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Brush Cutter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Brush Hog Feeder	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Burner	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Caisson Worker	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Carpenter Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Cement Dumper-paving	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Cement Finisher Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Change House Or Dry Shack	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Chipping Gun (30 Lbs. And Over)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Chipping Gun (Under 30 Lbs.)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Choker Setter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Chuck Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Clary Power Spreader	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Clean-up Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Concrete Dumper/Chute Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Concrete Form Stripper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Concrete Placement Crew	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Concrete Saw Operator/Core Driller	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Crusher Feeder	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Curing Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Ditch Digger	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Diver	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Drill Operator (Hydraulic, Diamond)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Dry Stack Walls	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Dump Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Epoxy Technician	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Erosion Control Worker	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Faller & Bucker Chain Saw	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Fine Graders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Firewatch	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View

Pierce	Laborers	Form Setter	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Gabian Basket Builders	\$50.86	7A	4V	8Y	View
Pierce	Laborers	General Laborer	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Grade Checker & Transit Person	\$52.44	7A	4V	8Y	View
Pierce	Laborers	Grinders	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Grout Machine Tender	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Guardrail Erector	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level A)	\$52.44	7A	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level B)	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level C)	\$50.86	7A	4V	8Y	View
Pierce	Laborers	High Scaler	\$52.44	7A	4V	8Y	View
Pierce	Laborers	Jackhammer	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Laserbeam Operator	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Maintenance Person	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Manhole Builder-Mudman	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Material Yard Person	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Motorman-Dinky Locomotive	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Pavement Breaker	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Pilot Car	\$43.11	7A	4V	8Y	View
Pierce	Laborers	Pipe Layer Lead	\$52.44	7A	4V	8Y	View
Pierce	Laborers	Pipe Layer / Tailor	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Pipe Pot Tender	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Pipe Reliner	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Pipe Wrapper	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Pot Tender	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Powderman	\$52.44	7A	4V	8Y	View
Pierce	Laborers	Powderman's Helper	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Power Jacks	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Railroad Spike Puller - Power	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Raker - Asphalt	\$52.44	7A	4V	8Y	View
Pierce	Laborers	Re-timberman	\$52.44	7A	4V	8Y	View
Pierce	Laborers	Remote Equipment Operator	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Rigger/Signal Person	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Rip Rap Person	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Rivet Buster	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Rodder	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Scaffold Erector	\$50.86	7A	4V	8Y	View

Pierce	Laborers	Scale Person	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Sloper (Over 20")	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Sloper Sprayer	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Spreader (Concrete)	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Stake Hopper	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Stock Piler	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Swinging Stage/Boatswain Chair	\$43.11	7A	4V	8Y	View
Pierce	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Tamper (Multiple & Self-propelled)	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Toolroom Person (at Jobsite)	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Topper	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Track Laborer	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Track Liner (Power)	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Traffic Control Laborer	\$46.10	7A	4V	9C	View
Pierce	Laborers	Traffic Control Supervisor	\$46.10	7A	4V	9C	View
Pierce	Laborers	Truck Spotter	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Tugger Operator	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$120.61	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$125.64	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$135.02	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$142.24	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Guage and Lock Tender	\$52.54	7A	4V	8Y	View
Pierce	Laborers	Tunnel Work-Miner	\$52.54	7A	4V	8Y	View
Pierce	Laborers	Vibrator	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Vinyl Seamer	\$50.86	7A	4V	8Y	View
Pierce	Laborers	Watchman	\$39.18	7A	4V	8Y	View
Pierce	Laborers	Welder	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Well Point Laborer	\$51.80	7A	4V	8Y	View
Pierce	Laborers	Window Washer /Cleaner	\$39.18	7A	4V	8Y	View
Pierce	Laborers - Underground Sewer & Water	General Laborer & Topman	\$50.86	7A	4V	8Y	View

Pierce	Laborers - Underground Sewer & Water	Pipe Layer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Landscape Construction	Landscape Operator	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Pierce	Landscape Maintenance	Groundskeeper	\$17.07		<u>1</u>		View
Pierce	Lathers	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		View
Pierce	Marble Setters	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		View
Pierce	Metal Fabrication (In Shop)	Fitter	\$15.25		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Laborer	\$12.00		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Machine Operator	\$13.98		<u>1</u>		View
Pierce	Metal Fabrication (In Shop)	Welder	\$13.98		<u>1</u>		View
Pierce	Millwright	Journey Level	\$63.94	<u>7A</u>	<u>4C</u>		View
Pierce	Modular Buildings	Journey Level	\$12.00		<u>1</u>		View
Pierce	Painters	Journey Level	\$43.40	<u>6Z</u>	<u>2B</u>		View
Pierce	Pile Driver	Crew Tender	\$67.31	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Crew Tender / Technician	\$67.31	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$77.93	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$82.93	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$86.93	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$91.93	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$94.43	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$99.43	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$101.43	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$103.43	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$105.43	<u>7A</u>	<u>4C</u>		View
Pierce	Pile Driver	Journey Level	\$62.69	<u>7A</u>	<u>4C</u>		View
Pierce	Plasterers	Journey Level	\$59.42	<u>7Q</u>	<u>1R</u>		View
Pierce	Playground & Park Equipment Installers	Journey Level	\$12.00		<u>1</u>		View
Pierce	Plumbers & Pipefitters	Journey Level	\$74.72	<u>5A</u>	<u>1G</u>		View
Pierce	Power Equipment Operators	Asphalt Plant Operator	\$67.31	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Pierce	Power Equipment Operators	Assistant Engineers	\$63.32	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Pierce	Power Equipment Operators	Barrier Machine (zipper)	\$66.72	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

Pierce	Power Equipment Operators	Batch Plant Operator: Concrete	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Bobcat	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Brooms	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Bump Cutter	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Cableways	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Chipper	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Compressor	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Conveyors	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$68.68	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$69.36	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$69.36	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$68.68	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Crusher	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Deck Engineer /deck Winches (power)	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Derricks, On Building Work	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Dozers D-9 & Under	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$66.20	7A	3K	8X	View

Pierce	Power Equipment Operators	Drilling Machine	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Gradechecker/stakeman	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Guardrail punch/Auger	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Locator	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Operator	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Plant Feed	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders: Elevating Type Belt	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Locomotives, All	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Material Transfer Device	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators	Motor patrol graders	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$68.00	7A	3K	8X	View

Pierce	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Pavement Breaker	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Posthole Digger, Mechanical	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Power Plant	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Pumps - Water	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger And Bellman	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Rollagon	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Other Than Plant Mix	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Roto-mill, Roto-grinder	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Saws - Concrete	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers - Concrete & Carry All	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Service Engineers - Equipment	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Shotcrete/gunite Equipment	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$68.68	7A	3K	8X	View
Pierce	Power Equipment Operators	Slipform Pavers	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Spreader, Topsider & Screedman	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Subgrader Trimmer	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Bucket Elevators	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower crane over 175' through 250' in height, base to boom	\$68.68	7A	3K	8X	View

Pierce	Power Equipment Operators	Tower Crane Up: To 175' In Height, Base To Boom	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators	Transporters, All Track Or Truck Type	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Trenching Machines	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Mount Portable Conveyor	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators	Welder	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators	Wheel Tractors, Farmall Type	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators	Yo Yo Pay Dozer	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Assistant Engineers	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brooms	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cableways	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Chipper	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Compressor	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$68.00	7A	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes, 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$68.68	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$69.36	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$69.36	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$69.36	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$68.68	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Crusher	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Deck Engineer /deck Winches (power)	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Guardrail punch/Auger	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$67.31	7A	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Motor patrol graders	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$63.32	7A	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rigger And Bellman	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$68.68	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$66.20	7A	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Tower crane over 175' through 250' in height, base to boom	\$68.68	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$68.00	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$66.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$66.72	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Welder	\$67.31	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$63.32	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$66.72	7A	3K	8X	View
Pierce	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$50.96	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Spray Person	\$48.35	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$50.96	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer	\$45.54	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$34.51	5A	4A		View
Pierce	Refrigeration & Air Conditioning Mechanics	Journey Level	\$74.71	5A	1G		View
Pierce	Residential Brick Mason	Journey Level	\$27.02		1		View
Pierce	Residential Carpenters	Journey Level	\$46.43	7A	4C		View
Pierce	Residential Cement Masons	Journey Level	\$62.47	7A	4U		View
Pierce	Residential Drywall Applicators	Journey Level	\$46.43	7A	4C		View
Pierce	Residential Drywall Tapers	Journey Level	\$47.17	5P	1E		View
Pierce	Residential Electricians	Journey Level	\$34.65		1		View
Pierce	Residential Glaziers	Journey Level	\$44.15	7L	1H		View
Pierce	Residential Insulation Applicators	Journey Level	\$24.16		1		View
Pierce	Residential Laborers	Journey Level	\$23.86		1		View
Pierce	Residential Marble Setters	Journey Level	\$29.29		1		View
Pierce	Residential Painters	Journey Level	\$29.70		1		View
Pierce	Residential Plumbers & Pipefitters	Journey Level	\$54.12	5A	1G		View
Pierce	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$43.34	5A	1G		View
Pierce	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$51.89	7F	1R		View
Pierce	Residential Soft Floor Layers	Journey Level	\$51.07	5A	3J		View

Pierce	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$48.18	<u>5C</u>	<u>2R</u>	View
Pierce	Residential Stone Masons	Journey Level	\$29.29		<u>1</u>	View
Pierce	Residential Terrazzo Workers	Journey Level	\$14.86		<u>1</u>	View
Pierce	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		<u>1</u>	View
Pierce	Residential Tile Setters	Journey Level	\$25.98		<u>1</u>	View
Pierce	Roofers	Journey Level	\$52.87	<u>5A</u>	<u>2O</u>	View
Pierce	Roofers	Using Irritable Bituminous Materials	\$55.87	<u>5A</u>	<u>2O</u>	View
Pierce	Sheet Metal Workers	Journey Level (Field or Shop)	\$85.88	<u>7F</u>	<u>1E</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Boilermaker	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Carpenter	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Crane Operator	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Electrician	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Laborer	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Machinist	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Painter	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Pipefitter	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Rigger	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Shipfitter	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$36.36	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$44.95	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Electrician	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Laborer	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Machinist	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Painter	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Rigger	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$46.15	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$44.95	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		<u>1</u>	View

Pierce	Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		<u>1</u>		View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		<u>1</u>		View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		<u>1</u>		View
Pierce	Soft Floor Layers	Journey Level	\$51.07	5A	<u>3J</u>		View
Pierce	Solar Controls For Windows	Journey Level	\$12.00		<u>1</u>		View
Pierce	Sprinkler Fitters (Fire Protection)	Journey Level	\$81.39	5C	<u>1X</u>		View
Pierce	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>		View
Pierce	Stone Masons	Journey Level	\$58.82	5A	<u>1M</u>		View
Pierce	Street And Parking Lot Sweeper Workers	Journey Level	\$21.69		<u>1</u>		View
Pierce	Surveyors	Chain Person	\$65.11	7A	<u>3K</u>		View
Pierce	Surveyors	Instrument Persion	\$65.71	7A	<u>3K</u>		View
Pierce	Surveyors	Party Chief	\$66.81	7A	<u>3K</u>		View
Pierce	Telecommunication Technicians	Journey Level	\$44.70	6Z	<u>1B</u>		View
Pierce	Telephone Line Construction - Outside	Cable Splicer	\$41.81	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Hole Digger /Ground Person	\$23.53	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Special Apparatus Installer II	\$40.99	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Television Groundperson	\$22.32	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Television System Technician	\$35.20	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Television Technician	\$31.67	5A	<u>2B</u>		View
Pierce	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	5A	<u>2B</u>		View
Pierce	Terrazzo Workers	Journey Level	\$54.06	5A	<u>1M</u>		View
Pierce	Tile Setters	Journey Level	\$54.06	5A	<u>1M</u>		View
Pierce	Tile, Marble & Terrazzo Finishers	Finisher	\$44.89	5A	<u>1B</u>		View
Pierce	Traffic Control Stripers	Journey Level	\$47.68	7A	<u>1K</u>		View
Pierce	Truck Drivers	Asphalt Mix Over 16 Yards	\$61.59	5D	<u>4Y</u>	<u>8L</u>	View

Pierce	Truck Drivers	Asphalt Mix To 16 Yards	\$60.75	5D	4Y	8L	View
Pierce	Truck Drivers	Dump Truck	\$60.75	5D	4Y	8L	View
Pierce	Truck Drivers	Dump Truck & Trailer	\$61.59	5D	4Y	8L	View
Pierce	Truck Drivers	Other Trucks	\$61.59	5D	4Y	8L	View
Pierce	Truck Drivers - Ready Mix	Transit Mix	\$61.59	5D	4Y	8L	View
Pierce	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.09		1		View
Pierce	Well Drillers & Irrigation Pump Installers	Oiler	\$15.39		1		View
Pierce	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		1		View

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

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

EXCEPTION:

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

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

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

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

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

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

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

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

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

Holiday Codes

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

Holiday Codes Continued

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

Holiday Codes Continued

7. D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)

Holiday Codes Continued

15. D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
- E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

Note Codes Continued

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

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

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

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

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

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

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

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

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

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

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

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

PART 6

PLANS

CITY OF EDGEWOOD

PIERCE COUNTY WASHINGTON



CITY HALL LOBBY REMODEL

CITY OFFICIALS

Daryl Eiding

MAYOR

Mark L. Creley

Ryan Day

Tyron Christopherson

Rosanne Tomin

John C. West

Colleen Wise

Nate Lowry

CITY COUNCIL

Rachel Pitzel, CMC

CITY CLERK

Jeremy Metzler, PE

Public Works Director



NOVEMBER, 2019
G&O JOB #18626.06

L:\EDGEWOOD\18626 2018 On-Call Engineering Services\Task 06 - City Hall Lobby Remodel\01 Design Phase\Planset\General\LEG.dwg, 11/26/2019 1:53 PM, ANDREW DECKER

PROJECT DATA

CODES:
IBC 2015 INTERNATIONAL BUILDING CODE

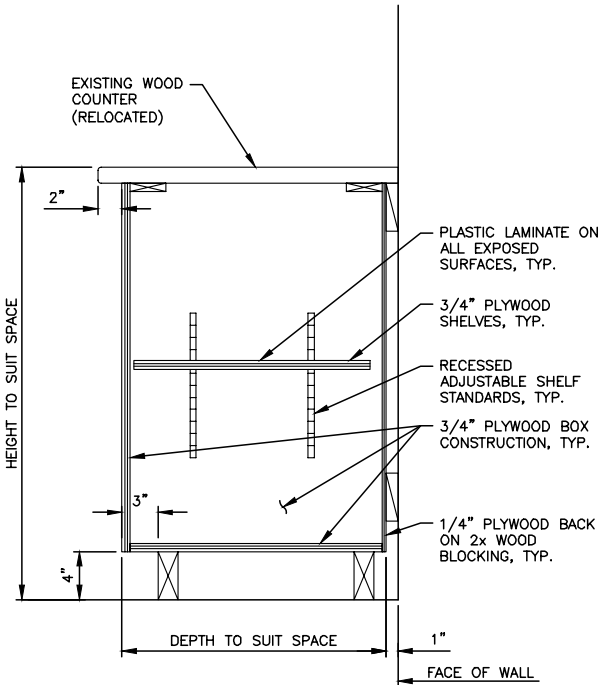
PROJECT DESCRIPTION:
THE BUILDING LOBBY IS BEING REMODELED TO INCLUDE UPDATED COUNTERTOPS, WORKSPACES, AND STORAGE.

IBC OCCUPANCY:
B - LOBBY

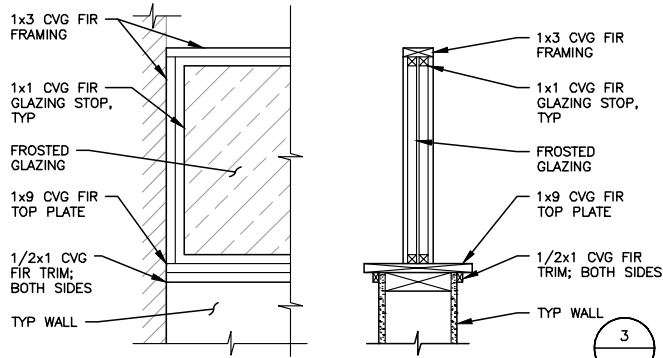
IBC TYPE OF CONSTRUCTION:
TYPE - V.B.

GENERAL NOTES:

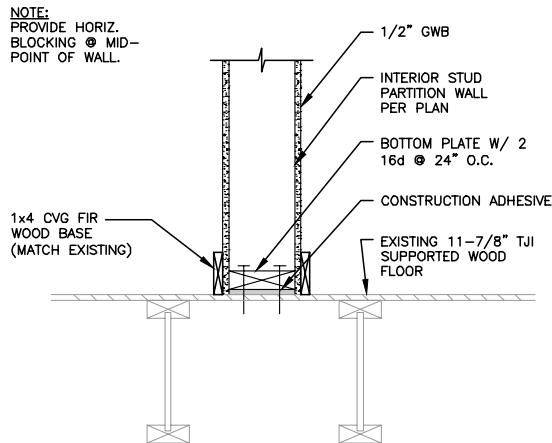
- ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES, CURRENT EDITION, AND THESE CONTRACT DOCUMENTS UNLESS OTHERWISE SPECIFICALLY NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATE WITH THE OWNER FOR ALL UTILITIES IN ORDER TO ASSURE THAT ALL UTILITIES AND APPURTENANCES ARE PROPERLY LOCATED, SECURED, AND/OR PROTECTED.
- THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS, ANY ADDENDA, CHANGE ORDERS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO STARTING THE WORK.



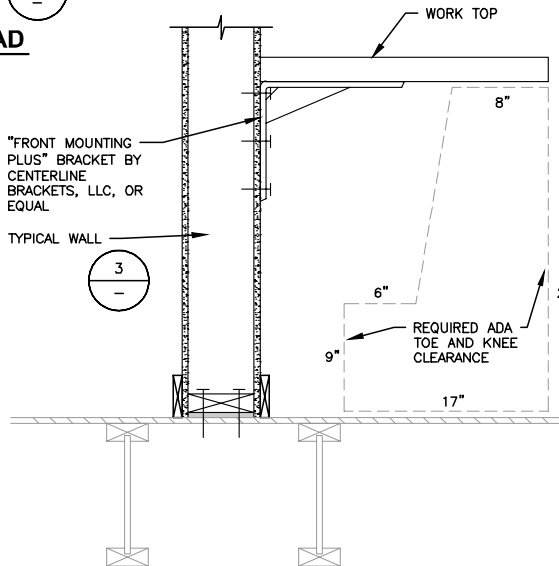
1
3
TYP. LAMINATE FACE CASEWORK DETAIL
SCALE: 1-1/2"=1'-0"



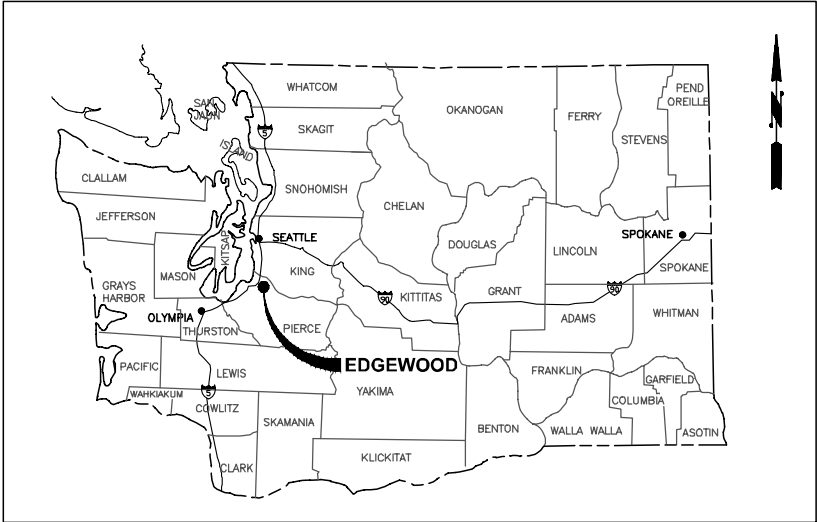
2
3
TYP. PARTITION GLAZING SILL/HEAD
SCALE: 1-1/2"=1'-0"



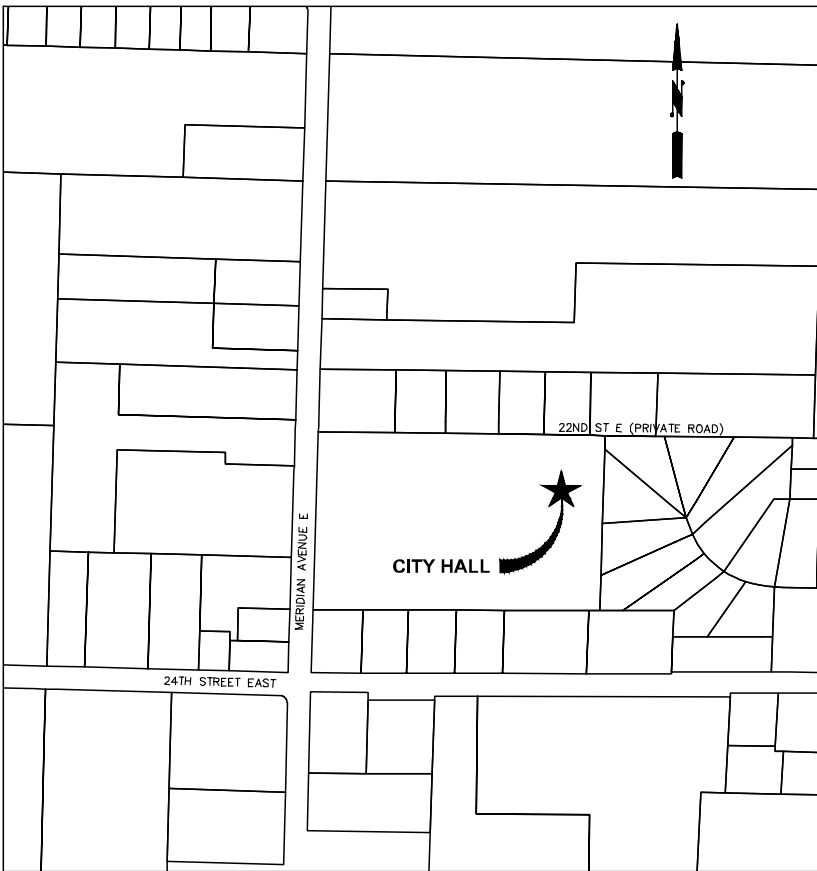
3
3
TYP. PARTITION WALL BASE
SCALE: 1-1/2"=1'-0"



4
3
TYP. WORK TOP
SCALE: 1-1/2"=1'-0"



VICINITY MAP
NOT TO SCALE

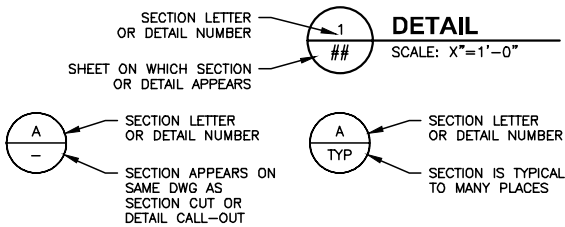


LOCATION MAP
NOT TO SCALE

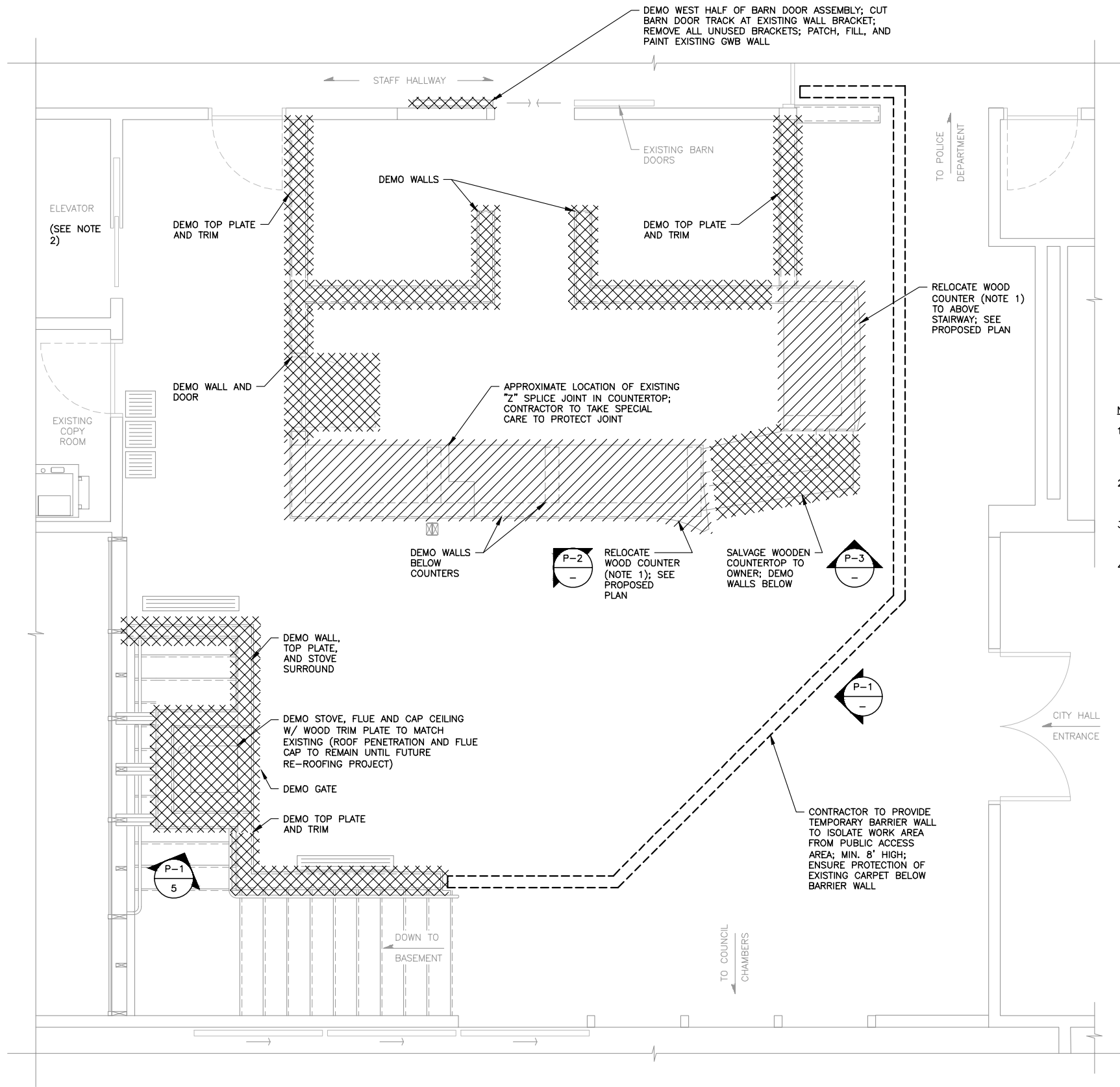
INDEX

SHEET NO.	DESCRIPTION
1	VICINITY AND LOCATION MAPS, INDEX, TYPICAL DETAILS AND NOTES
2	EXISTING LOBBY PLAN
3	PROPOSED LOBBY PLAN
4	LOBBY DIMENSION PLAN
5	LOBBY INTERIOR ELEVATIONS
6	ELECTRICAL SYMBOLS AND ABBREVIATIONS, TAG LIST, AND SCOPE OF WORK
7	EXISTING AND PROPOSED ELECTRICAL LOBBY PLANS

EXAMPLE OF NUMBERING SYSTEM FOR SECTIONS AND DETAILS



L:\EDGEWOOD\18626 2018 On-Call Engineering Services\Task 06 - City Hall Lobby Remodel\01 Design Phase\Planset\Architectural\A-Lobby.dwg, 11/26/2019 1:54 PM, ANDREW DECKER



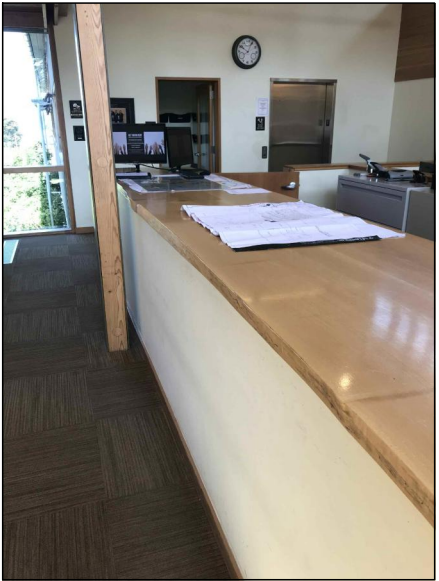
EXISTING PLAN
SCALE: 3/8"=1'-0"

NOTES:

1. CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING CONDITIONS AND EXTENT OF DEMOLITION WORK PRIOR TO BIDDING.
2. EXISTING WOOD COUNTERS ARE SINGLE-PIECE LIVE EDGE SLABS OF MAPLE.
3. CONTRACTOR SHALL ENSURE ACCESS TO EXISTING ELEVATOR AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING FINISHES, MATERIALS, STRUCTURAL ELEMENTS, ELECTRICAL, MECHANICAL, AND PLUMBING. ANY SURFACES DAMAGED BY THE CONTRACTOR'S ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR.



**P-1
-
MAIN LOBBY PHOTO**



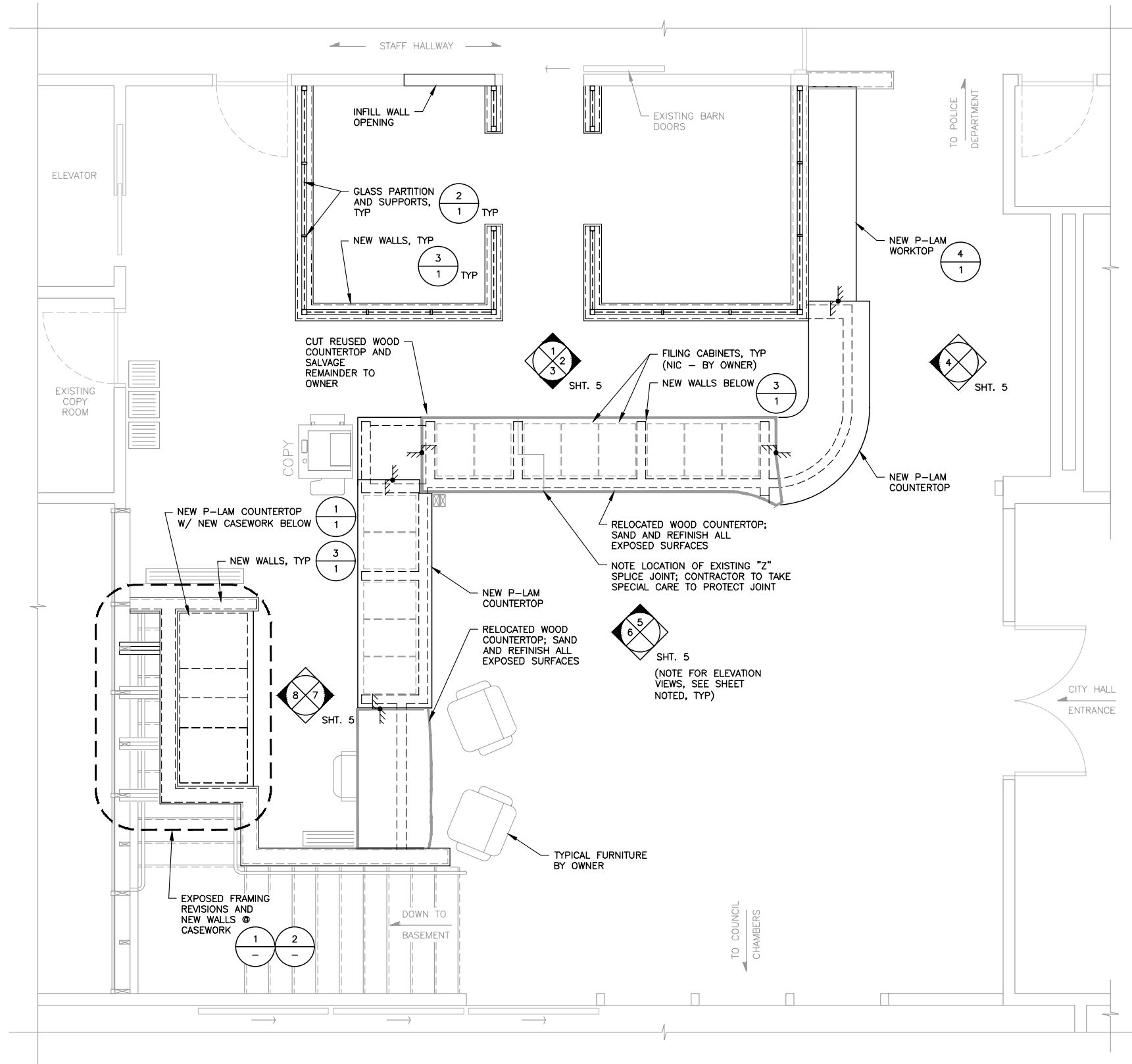
**P-2
-
EXISTING COUNTER 1 PHOTO**



**P-3
-
EXISTING COUNTER 2 PHOTO**

0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

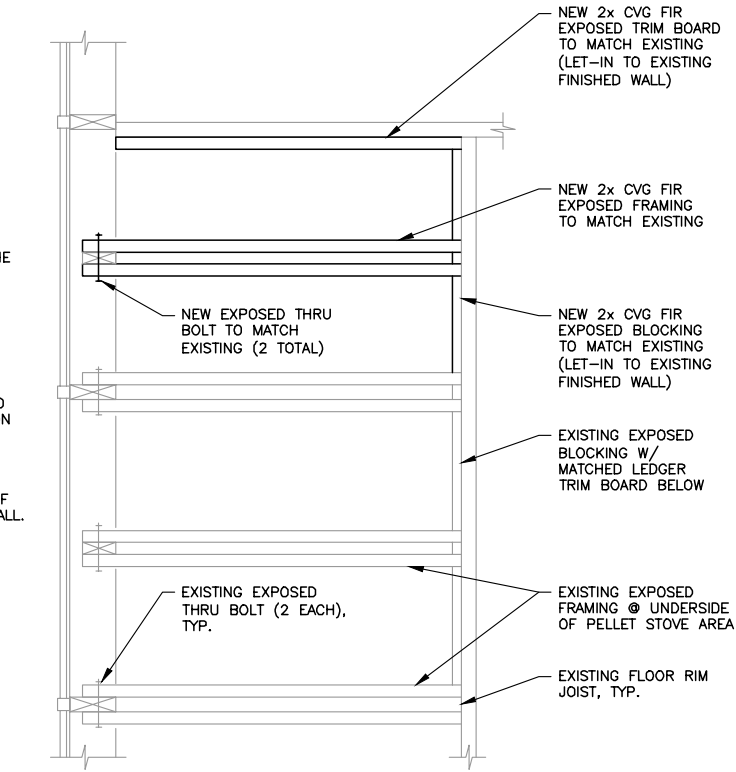
L:\EDGEWOOD\18626 2018 On-Call Engineering Services\Task 06 - City Hall Lobby Remodel\01 Design Phase\Plan\Architectural\A-Lobby.dwg, 11/26/2019 1:54 PM, ANDREW DECKER



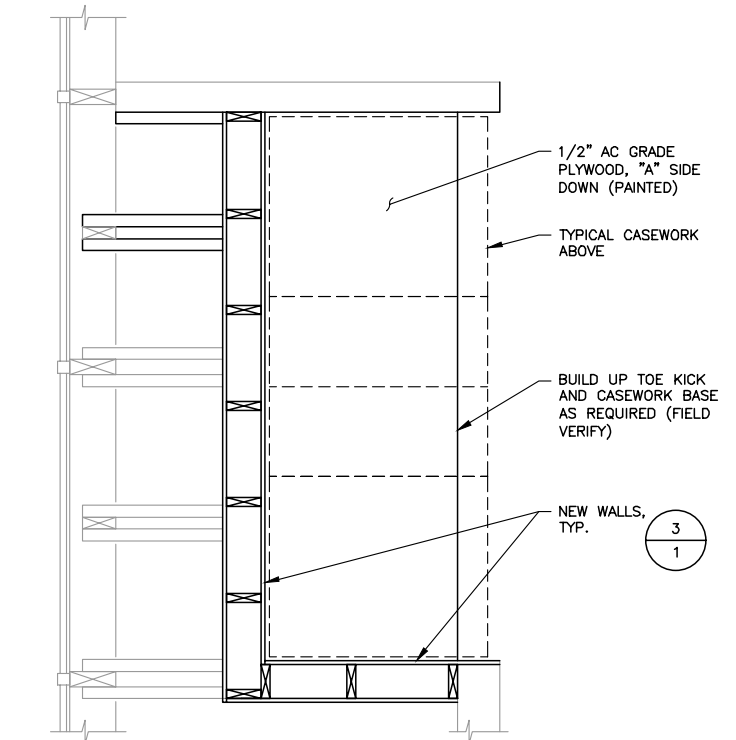
PROPOSED PLAN
SCALE: 3/8"=1'-0"

NOTES:

1. REMOVE AND REPLACE CARPET TILES IN ALL DISTURBED AREAS AS NECESSARY. CONTRACTOR SHALL PROTECT AND RE-USE EXISTING CARPET TILES TO THE GREATEST EXTENT POSSIBLE. THE OWNER HAS SOME STOCK OF REPLACEMENT TILES, HOWEVER SOURCING REPLACEMENT TILES FOR DAMAGED TILES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
2. ALL NEW WORK ADJACENT TO EXISTING SHALL BE FINISHED TO PROVIDE A SEAMLESS TRANSITION FROM OLD TO NEW.
3. ALL FINISH CARPENTRY SHALL MATCH THE WOOD SPECIES, COLOR, AND SURFACE FINISH OF EXISTING WOODWORK IN CITY HALL.



EXPOSED FRAMING REVISION PLAN
SCALE: 3/4"=1'-0"



CASEWORK ENCLOSURE FLOOR PLAN
SCALE: 3/4"=1'-0"

0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

Gray & Osborne, Inc.
CONSULTING ENGINEERS
1130 RAINTER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 284-0860

DATE: NOV 2019	DRAWN: ASD	CHECKED: AMP	APPROVED: AMP
----------------	------------	--------------	---------------

No.	REVISION	DATE	APPD

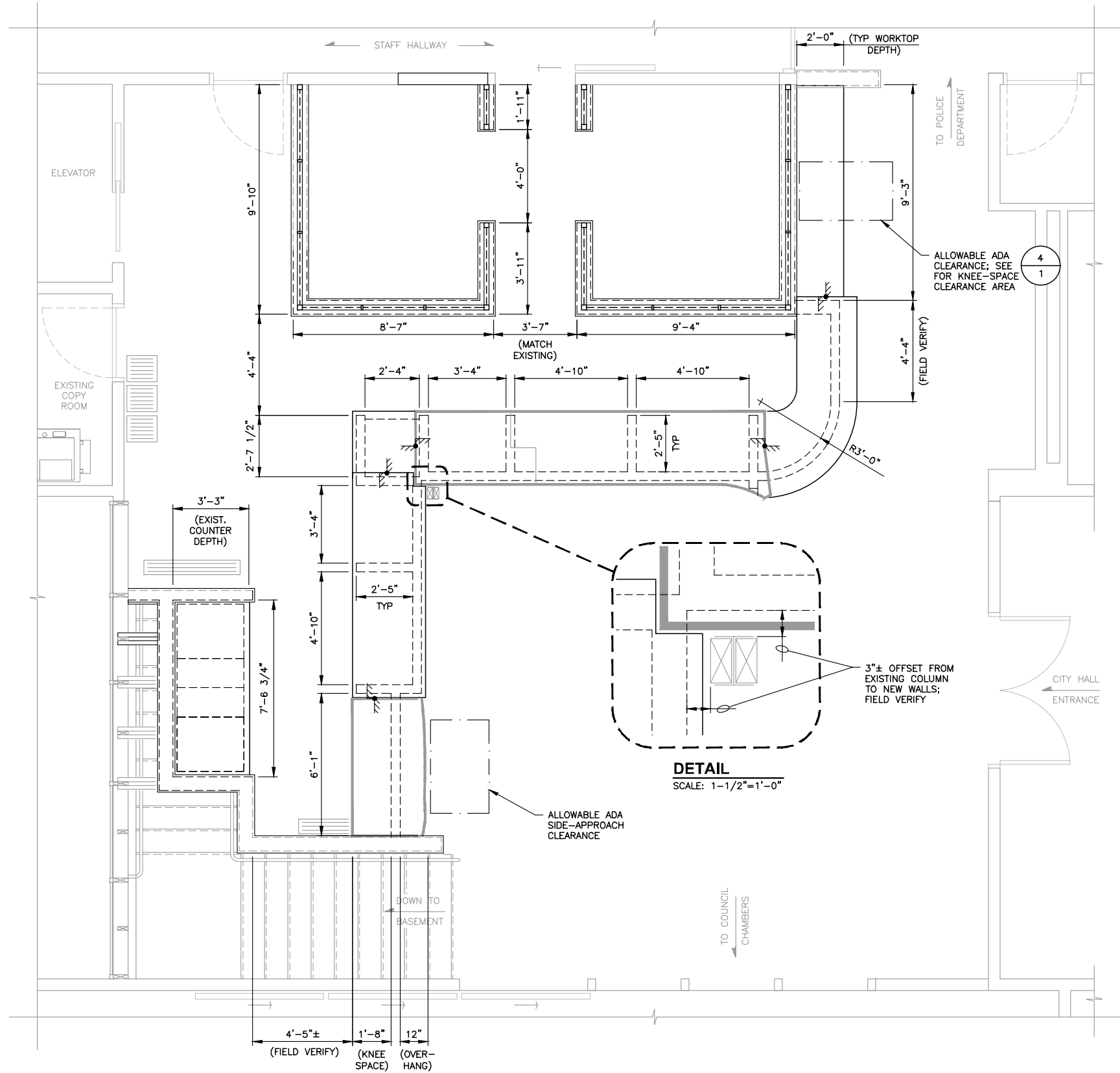


CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON

CITY HALL LOBBY REMODEL
PROPOSED LOBBY PLAN

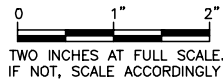
SHEET: 3
OF: 7
JOB NO.: 18626.06
DWG:A-LOBBY

L:\EDGEWOOD\18626 2018 On-Call Engineering Services\Task 06 - City Hall Lobby Remodel\01 Design Phase\Planset\Architectural\A-Lobby.dwg, 11/26/2019 1:54 PM, ANDREW DECKER



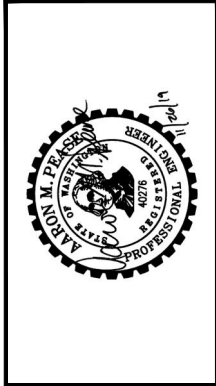
DIMENSION PLAN
SCALE: 3/8"=1'-0"

DETAIL
SCALE: 1-1/2"=1'-0"



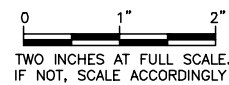
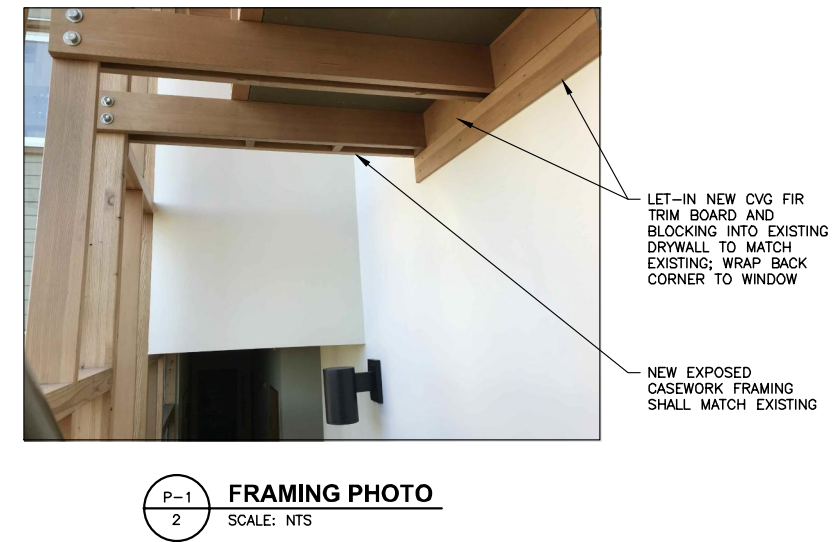
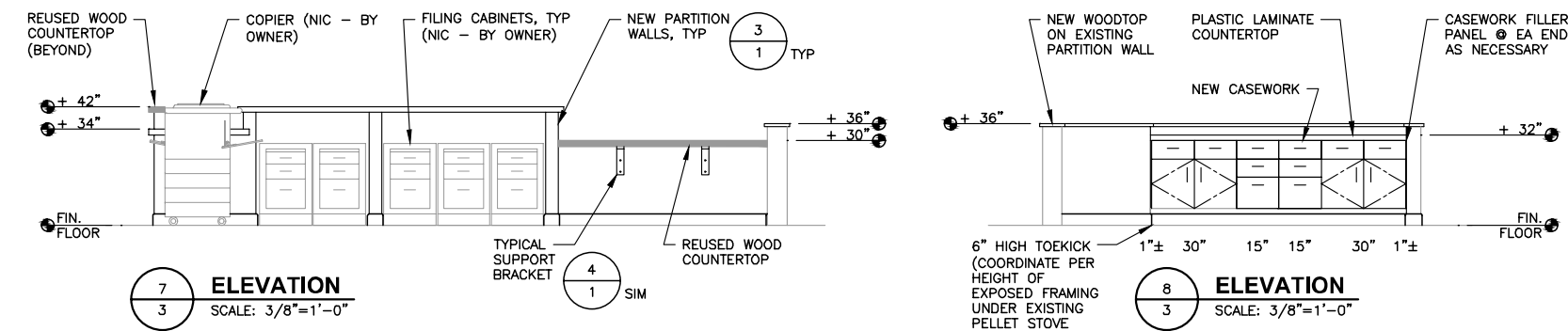
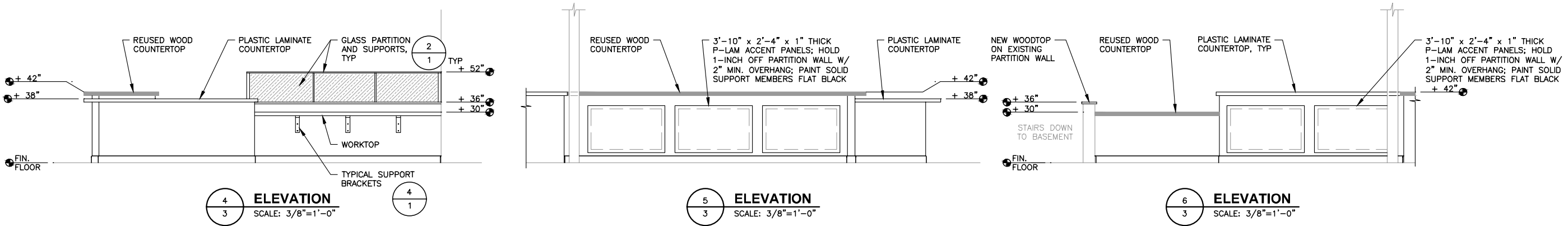
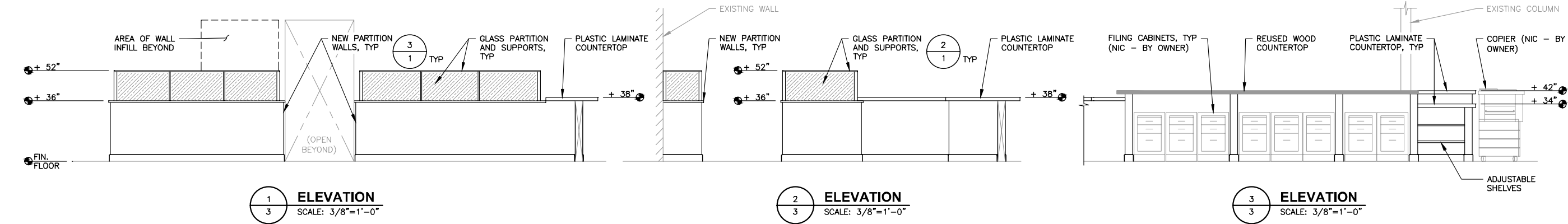
DATE: NOV 2019	DRAWN: ASD	CHECKED: AMP	APPROVED: AMP
----------------	------------	--------------	---------------

No.	REVISION	DATE	APPD



SHEET: 4
OF: 7
JOB NO.: 18626.06
DWG:A-LOBBY

L:\EDGEWOOD\18626 2018 On-Call Engineering Services\Task 06 - City Hall Lobby Remodel\01 Design Phase\Planset\Architectural\A-Lobby.dwg, 11/26/2019 1:54 PM, ANDREW DECKER



DATE: NOV 2019	DRAWN: ASD	CHECKED: AMP	APPROVED: AMP
----------------	------------	--------------	---------------

No.	REVISION	DATE	APPD



ABBREVIATIONS							
A	AMPERE (AMP)	FVNR	FULL VOLTAGE NON REVERSING	LV	LOW VOLTAGE	PT	POTENTIAL TRANSFORMER
AC	ALTERNATING CURRENT	FVR	FULL VOLTAGE REVERSING	M	MAGNETIC CONTACTOR	PVC	POLYVINYL CHLORIDE CONDUIT
AF	BREAKER FRAME SIZE (IN AMPS)	FY	FLOW COMPUTATION	mA	MILLIAMPERES	PVC-RGS	PVC COATED RGS
AI	ANALOG INPUT	G	GROUND CONDUCTOR	MCC	MOTOR CONTROL CENTER	RGS	RIGID GALVANIZED STEEL CONDUIT
AIC	AMPERES-INTERRUPTING CAPACITY	GEC	GROUNDING ELECTRODE CONDUCTOR	MCM	THOUSAND CIRCULAR MILLS	RVSS	REDUCED-VOLTAGE SOFT START
AL	ALUMINUM	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	MCP	MOTOR CIRCUIT PROTECTOR	RTU	REMOTE TELEMETRY UNIT
AM	AMMETER	GND	GROUND	MOV	METAL OXIDE VARISTOR	s	SECOND
AO	ANALOG OUTPUT	H	HORN	MS	MOTOR STARTER	SHD	SHIELDED
AT	BREAKER TRIP (SETTING IN AMPS)	HA	HAND-AUTO	MSDS	MOTOR SAFETY DISCONNECT SWITCH	SPD	SURGE PROTECTION DEVICE
ATS	AUTOMATIC TRANSFER SWITCH	HIM	HUMAN INTERFACE MODULE	MTS	MANUAL TRANSFER SWITCH	SS	STAINLESS STEEL
AWG	AMERICAN WIRE GAUGE	HMI	HUMAN MACHINE INTERFACE	MTU	MASTER TELEMETRY UNIT	SUSE	SUITABLE FOR USE AS A SERVICE ENTRANCE
BATT	BATTERY	HOA	HAND-OFF-AUTO	mV	MILLIVOLT	TB	TERMINAL BLOCK
BKR	BREAKER	HOR	HAND-OFF-REMOTE	MW	MEGAWATT	TDAD	TIME DELAY AFTER DE-ENERGIZATION
CP	CONTROL PANEL	HP	HORSEPOWER	N	NEUTRAL CONDUCTOR	TDAE	TIME DELAY AFTER ENERGIZATION
CPT	CONTROL POWER TRANSFORMER	JCXXX	JUNCTION BOX, CONTROL	NEC	NATIONAL ELECTRICAL CODE	TQS	TORQUE SWITCH
CST	CONTROL STATION	JPXXX	JUNCTION BOX, POWER	NEMA	NATIONAL ELECTRIC MANUFACTURERS ASSOC.	TSP	TWISTED SHIELDED PAIR
CT	CURRENT TRANSFORMER	JSXXX	JUNCTION BOX, SIGNAL	NESC	NATIONAL ELECTRICAL SAFETY CODE	TST	TWISTED SHIELDED TRIAD
CU	COPPER	KAIC	KILOAMPERES-INTERRUPTING CAPACITY	NFPA	NATIONAL FIRE PROTECTION AGENCY	T/M	THERMAL MAGNETIC
DC	DIRECT CURRENT	KCM	THOUSAND CIRCULAR MILLS	OCPD	OVERCURRENT PROTECTION DEVICE	UPS	UNINTERRUPTIBLE POWER SUPPLY
DI	DISCRETE INPUT	KV	KILOVOLT	OE	OVERHEAD ELECTRIC	V	VOLT
DIST	DISTRIBUTION	kV	KILOVOLT-AMPERE	OIU	OPERATOR INTERFACE UNIT	VA	VOLT-AMPERE
DOW	DISCRETE OUTPUT	kVAh	KILOVOLT-AMPERE HOUR	OL	OVERLOAD, THERMAL	VFD	VARIABLE FREQUENCY DRIVE
DTW	DISCHARGE-TO-WASTE VALVE	kVAR	KILOVAR (REACTIVE KILOVOLT-AMPERE)	OLR	OVERLOAD RELAY	VMR	VOLTAGE MONITORING RELAY
EIOM	EXTENDED I/O MODULE	KVARh	KILOVAR-HOUR	P	POLE	W	WATT
ETC	ELAPSED TIME/COUNTER METER	kW	KILOWATT	PF	POWER FACTOR	WAN	WIDE AREA NETWORK
ETM	ELAPSED TIME METER	kWh	KILOWATT-HOUR	PH	PHASE	Wh	WATT-HOUR
ENCL	ENCLOSURE	LA	LIGHTNING ARRESTER	PLC	PROGRAMMABLE LOGIC CONTROL	WP	WEATHER PROOF
EXIST	EXISTING	LAN	LOCAL AREA NETWORK	PMR	PHASE MONITOR RELAY	XFMR	POWER TRANSFORMER
FDR	FEEDER	LFMC	LIGHTTIGHT FLEXIBLE METAL CONDUIT	PMU	POWER MONITOR UNIT		
FLA	FULL LOAD AMPS	LINE	POWER LINE/POWER BLOCK	POT	POTENTIOMETER		
FU	FUSE						

SYMBOL LEGEND	
PLAN SYMBOLS	ONE LINE SYMBOLS
CONDUIT DOWN CONDUIT UP CONDUIT STUB UP/END CAP DISCONNECT SWITCH FUSED DISCONNECT SWITCH COMMUNICATION OUTLET TELEPHONE OUTLET DEDICATED OUTLET SIMPLEX RECEPTACLE DUPLEX RECEPTACLE DUPLEX RECEPTACLE (HIDDEN) QUAD RECEPTACLE QUAD RECEPTACLE (HIDDEN) FLOOR MOUNTED RECEPTACLE	CAPACITOR REACTOR/CHOKE CIRCUIT BREAKER, MAGNETIC ONLY CIRCUIT BREAKER, THERMAL-MAGNETIC CONNECTION POINT CONTACTOR CURRENT TRANSFORMER FUSE FUSIBLE DISCONNECT ANALOG AMMETER THERMAL OVERLOAD RELAY GROUND EQUIPMENT/CHASSIS SOLID NEUTRAL TRANSFORMER
OR LED LIGHT POLES SINGLE DUAL #12 AWG GROUND CONDUCTOR #12 AWG NEUTRAL CONDUCTOR #12 AWG BRANCH CONDUCTOR CROSSMARKS INDICATE QUANTITY AND USE OF CONDUCTORS S x LIGHT SWITCH, X = 3 = 3-WAY K = KEY 4 = 4-WAY M = MOTION SEAL OFF MOTOR X = HORSE POWER XX= CV CHECK VALVE FE FLOW ELEMENT FI FLOW INDICATOR FIT FLOW INDICATOR/TRANSMITTER FS FLOW SWITCH FT FLOW TRANSMITTER HD HEAT DETECTOR IS INFLUENT SAMPLER ISW INTRUSION SWITCH J JUNCTION BOX L LIMIT SWITCH LE LEVEL ELEMENT LI LEVEL INDICATOR LIT LEVEL INDICATOR/TRANSMITTER LS LEVEL SWITCH/FLOAT LT LEVEL TRANSDUCER MDT MOTION DETECTOR MFM MAGNETIC FLOW METER MOV MOTOR OPERATOR VALVE PC PHOTO CELL PE PRESSURE ELEMENT PI PRESSURE INDICATOR PIT PRESSURE INDICATOR TRANSMITTER PS PRESSURE SWITCH PT PRESSURE TRANSMITTER SD SMOKE DETECTOR SV SOLENOID VALVE T THERMOSTAT	GENERAL SYMBOLS CONDUIT TAG LABEL GFCI PANELBOARD CIRCUIT AREA ID TAG DEMOLITION (DEMO) INTRINSICALLY SAFE AREA CLEARANCE AREA LINETYPES EXPOSED CONDUIT HIDDEN OR UNDERGROUND CONDUIT GROUNDING ELECTRODE CONDUCTORS NOTE: UNLESS NOTED OTHERWISE. NOTE: THIS IS A GENERAL LEDGER SHEET. ALL SYMBOLS MAY NOT APPLY.

INSULATING MATERIAL NOTES:

1. ELECTRICAL INSULATION PUTTY
 - 1.1. SCOTCHFILL, OR EQUAL.
2. INSULATING ELECTRICAL TAPE
 - 2.1. 7 MIL/0.18 MM PLASTICIZED PVC, RUBBER-BASED ADHESIVE, 200 PERCENT ELONGATION, 26 N/CM TENSILE STRENGTH, 8 KV BREAKDOWN VOLTAGE, MEETING CE, CSA, UL CERTIFICATIONS.
3. CONDUCTOR COLOR-MARKING TAPE
 - 3.1. 7 MIL/0.18 MM PLASTICIZED PVC, RUBBER-BASED ADHESIVE, 200 PERCENT ELONGATION, 26 N/CM TENSILE STRENGTH, 8 KV BREAKDOWN VOLTAGE, MEETING CE, CSA, UL CERTIFICATIONS, IN REQUIRED COLOR.
4. ELECTRICAL HEAT SHRINK TUBING
 - 4.1. HEAT SHRINK TUBING SHALL BE DUAL-WALL POLYOLEFIN, 3-1 SHRINK RATIO, 600 VAC, -55 TO 110 DEGREES C OPERATING RANGE MEETING UL 224 600V, 125 DEGREES C.

WIRING DEVICE NOTES:

1. RECEPTACLES:
 - 1.1. GENERAL PURPOSE CONVENIENCE OUTLETS WITH DUPLEX RECEPTACLE CONFIGURATION, NYLON FACE, NEMA 5-20R.
 - 1.2. COMPLY WITH NEMA STANDARD WD W, TERMINALS SHALL BE RATED FOR 75 DEGREES C (MIN.).
2. WALL PLATES:
 - 2.1. SINGLE AND COMBINATION TYPES THAT MATE AND MATCH WITH CORRESPONDING WIRING DEVICES. FEATURES INCLUDE THE FOLLOWING:
 - 2.1.1. COLOR: MATCHES WIRING DEVICE EXCEPT AS OTHERWISE INDICATED.
 - 2.1.2. PLATE-SECURING SCREWS: METAL WITH HEADS COLORED TO MATCH PLATE FINISH.
 - 2.1.3. MATERIAL FOR INTERIOR FINISHED SPACES: LEXAN.

GENERAL INSTALLATION:

1. COMPLY WITH NFPA 70 (NEC) FOR COMPONENTS AND INSTALLATION.
2. RECEPTACLE MOUNTING HEIGHT SHALL BE 12 INCHES ABOVE THE FLOOR UNLESS SHOWN OTHERWISE ON THE PLANS.
3. TIGHTEN ELECTRICAL CONNECTORS AND TERMINALS ACCORDING TO MANUFACTURER'S PUBLISHED TORQUE-TIGHTENING VALUES. IF MANUFACTURER'S TORQUE VALUES ARE NOT INDICATED, USE THOSE SPECIFIED IN UL 486A AND UL 486B.
4. TYPE MC CABLE SHALL BE INSTALLED PER NEC 330 AND THE MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS.

GENERAL ELECTRICAL NOTES:

BUILDING PLANS:

1. CONDUIT ROUTING IS SHOWN FOR CLARITY. ACTUAL ROUTING MAY BE MORE DIRECT AND IS LEFT TO THE CONTRACTOR.
2. THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO PROTECT EXISTING UTILITIES.

CABLE NOTES:

1. BRANCH CIRCUIT CONDUCTORS
 - 1.1. TYPE MC CABLE FOR USE AS BRANCH CONDUCTORS.
 - 1.2. TYPE MC CABLE SHALL MEET UL 1569 STANDARD FOR METAL-CLAD CABLES.
 - 1.3. INNER CONDUCTORS
 - 1.3.1. THE INNER CONDUCTOR SHALL BE SOFT ANNEALED COPPER WITH THHN/THWN-2 INSULATION, TRADE SIZE 12 AWG.
2. CABLE SPLICES
 - 2.1. SPLICES AND TAPS FOR RECEPTACLES AND LIGHTING
 - 2.1.1. USE QUICK SPIN, WING TORQUE ELECTRICAL SPRING AND GROUNDING CONNECTORS; 3M 312, 412, 512, AND 512G OR EQUAL.
3. CONDUCTOR COLORS
 - 3.1. 240/120 VOLT, SINGLE PHASE SYSTEMS: PHASE A = BLACK, PHASE B = RED, NEUTRAL = WHITE.
 - 3.2. DO NOT USE WHITE, GRAY, GREEN, OR GREEN WITH YELLOW STRIPES COLOR FOR ANY POWER, LIGHTING, OR CONTROL CONDUCTOR NOT INTENDED FOR NEUTRAL OR EQUIPMENT GROUNDING PURPOSES.
 - 3.3. EQUIPMENT GROUNDING CONDUCTORS: GREEN OR GREEN WITH YELLOW STRIPES.
4. CABLE SUPPORTS
 - 4.1. TYPE MC CABLE SHALL BE SUPPORTED AT INTERVALS NOT EXCEEDING 6 FEET.
5. TESTING
 - 5.1. CONDUCTOR MEGGER TEST

GENERAL SYMBOLS

- | | |
|---|-------------------------|
|  | CONDUIT |
|  | TAG LABEL |
|  | GFCI PANELBOARD CIRCUIT |
|  | AREA ID TAG |
|  | DEMOLITION (DEMO) |
|  | INTRINSICALLY SAFE AREA |
|  | CLEARANCE AREA |

LINETYPES

- _____ EXPOSED CONDUIT
 - - - - - HIDDEN OR UNDERGROUND
 CONDUIT
 - . . . - GROUNDING ELECTRODE
 CONDUCTORS

NOTE: UNLESS NOTED OTHERWISE.

NOTE:
THIS IS A GENERAL LEDGER SHEET. ALL
SYMBOLS MAY NOT APPLY.

ELECTRICAL WORK SUMMARY:

THIS SUMMARY OF ELECTRICAL WORK IS INCLUDED AS A COURTESY AND IS INTENDED TO PROVIDE A GENERAL UNDERSTANDING OF ELECTRICAL DESIGN INTENT AND MAJOR ELECTRICAL CONSTRUCTION TASKS. IT IS NOT PROVIDED AS A COMPLETE LIST OF WORK AND SHALL NOT BE USED FOR BIDDING PURPOSES. REFER TO ALL PLANS AND SPECIFICATIONS.

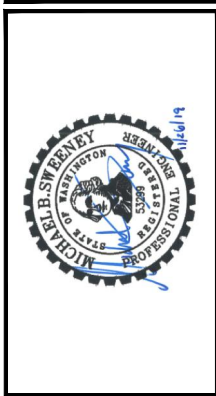
1. THE EXISTING CONVENIENCE RECEPTACLES AND ASSOCIATED BRANCH CIRCUIT WIRING INSTALLED IN THE LOBBY AREA WILL BE MODIFIED TO ACCOMMODATE REVISIONS TO THE FIXED FURNITURE WITHIN THE SPACE.
- 1.1. THE EXISTING UPSTREAM 20A, 120VAC CIRCUIT BREAKERS NO. 1 AND NO. 3 WITHIN PANELBOARD "P3" WILL BE REUSED. THE HOMERUN PORTIONS OF THE BRANCH CIRCUITS BETWEEN THE LOBBY AND THE ELECTRICAL ROOM WILL BE REUSED.
- 1.2. THE OVERALL ELECTRICAL LOADING ON PANELBOARD P3 HAS NOT BEEN INCREASED. THERE WAS 1,200 VA OF EXISTING RECEPTACLE LOAD INCLUDING DEMAND FACTORS ASSOCIATED WITH CIRCUITS NO. 1 AND NO. 3 UNDER THE ORIGINAL DESIGN. THE NEW RECEPTACLE LOAD FOR CIRCUITS 1 AND 3 INCLUDING THE ORIGINAL DEMAND FACTOR IS 1,170 VA.
2. THE EXISTING DEDICATED RECEPTACLE ASSOCIATED WITH THE COPY MACHINE WILL BE REROUTED TO ACCOMMODATE THE NEW LOCATION OF THE EQUIPMENT.
- 2.1. THE EXISTING UPSTREAM 20A, 120VAC CIRCUIT BREAKER NO. 20 WITHIN PANELBOARD "P2" WILL BE REUSED. THE HOMERUN PORTION OF THE BRANCH CIRCUIT BETWEEN THE OFFICE AND THE ELECTRICAL ROOM WILL BE REUSED.
- 2.1. THE OVERALL ELECTRICAL LOADING ON PANELBOARD P2 HAS NOT BEEN INCREASED.



Gray & Osborne, Inc.
CONSULTING ENGINEERS
1130 RAINIER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 264-0860

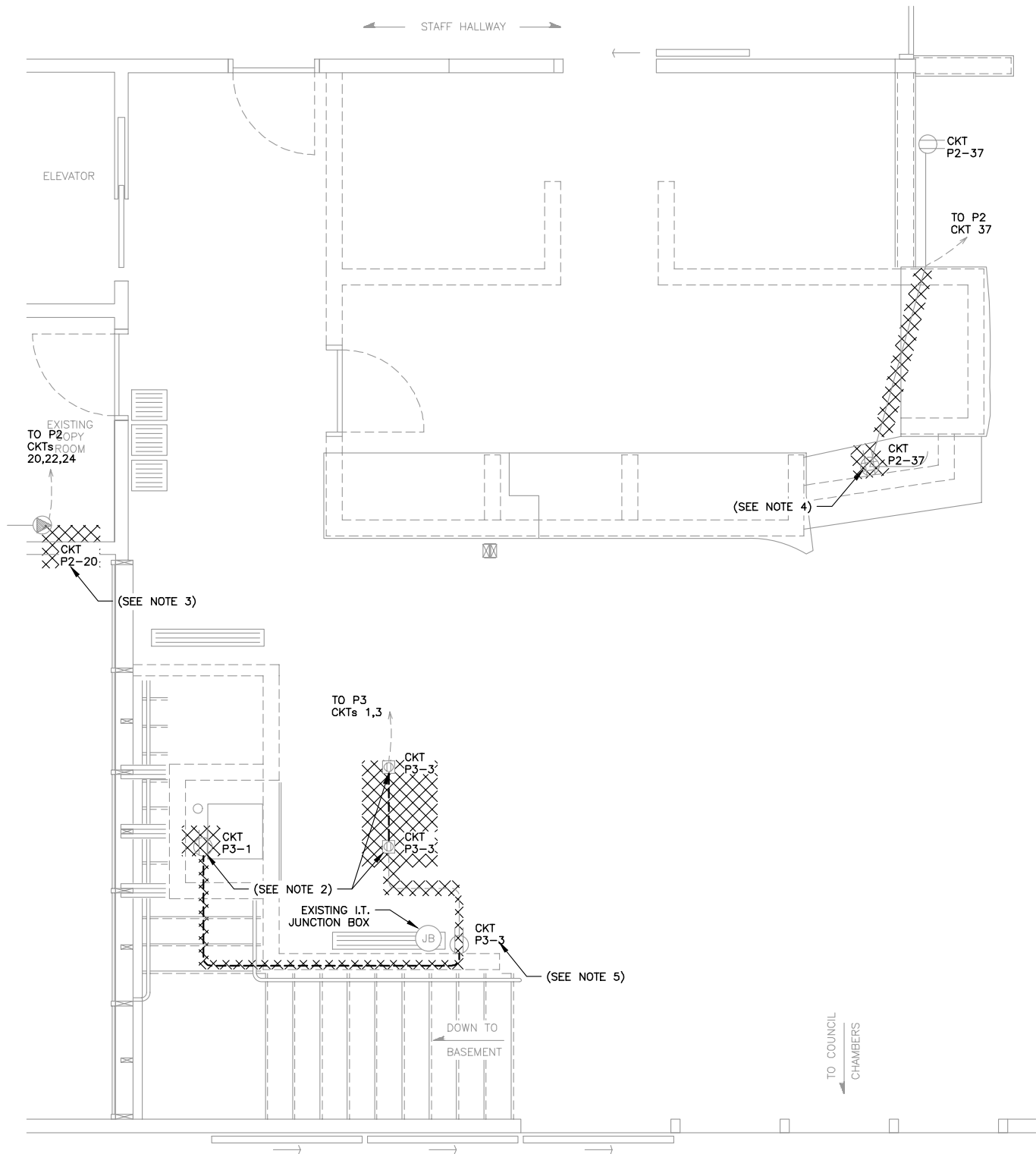
DATE: NOV 2019
DRAWN: PEB
CHECKED: JRN
APPROVED: MBS

	No.	REVISION	DATE	APPD



CITY OF EDGEWOOD PIERCE COUNTY WASHINGTON	
CITY HALL LOBBY REMODEL	
ELECTRICAL SYMBOLS AND ABBREVIATIONS, TAG LIST, AND SCOPE OF WORK	
SHEET:	6
OF:	7
JOB NO.: 18626.06 DWG_SYM_ABBR	

L:\EDGEWOOD\18626 2018 On-Call Engineering Services\Task 06 - City Hall Lobby Remodel\01 Design Phase\PlanSet\Electrical\E_BLDG.dwg, 11/26/2019 2:28 PM, LIZ BATES

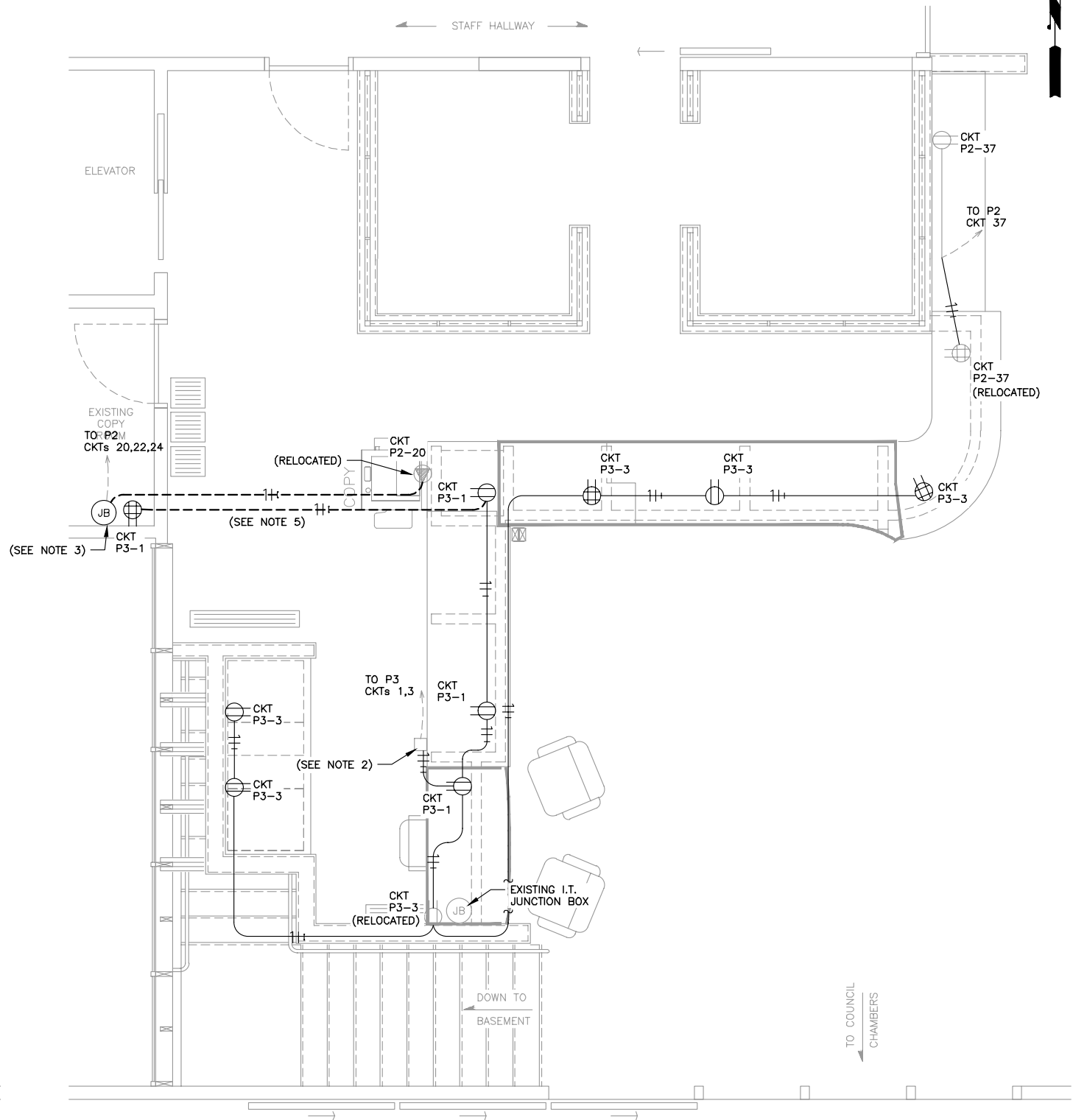


NOTES:

1. THE EXISTING ELECTRICAL INFORMATION DEPICTED ON THIS SHEET WAS TAKEN FROM PAE CONSULTING ENGINEERS, INC., CITY HALL, JOB NUMBER 0623, OCTOBER 2007.
2. DEMOLISH THE TWO EXISTING RECESSED QUADRUPEX RECEPTACLE OUTLETS IN THE FLOOR AND THE EXISTING DUPLEX RECEPTACLE AS SHOWN. REUSE THE EXISTING HOMERUN PORTIONS OF THE CIRCUITS BETWEEN THE LOBBY AREA AND THE ELECTRICAL ROOM LOCATED IN THE BASEMENT.
3. RELOCATE THE EXISTING RECEPTACLE ~10' TO THE EAST. REFERENCE PLAN 2.
4. RELOCATE THE EXISTING RECEPTACLE ~5' TO THE NORTH EAST. REFERENCE PLAN 2.
5. RELOCATE THE EXISTING RECEPTACLE ~2' TO THE WEST. REFERENCE PLAN 2.



EXISTING ELECTRICAL PLAN
SCALE: 3/8"=1'-0"



NOTES:

1. ELECTRICAL EQUIPMENT AND WIRING SHOWN FADED IS EXISTING OR RELOCATED. ELECTRICAL EQUIPMENT AND WIRING SHOWN BOLD IS NEW.
2. WIRE THE NEW RECEPTACLES AND SPLICE TO THE EXISTING HOME RUNS FOR CIRCUIT NO. 1 AND NO. 3 WITHIN THE UNDER FLOOR BOX THAT RUN TO PANEL BOARD P3.
3. CONVERT THE EXISTING QUADRUPEX RECEPTACLE INTO A JUNCTION BOX TO ALLOW REWIRING AND THE REUSE OF THE EXISTING HOMERUN PORTIONS OF THE CIRCUITS ASSOCIATED WITH PANELBOARD "P2". PROVIDE A SOLID COVER FOR THE EXISTING BOX.
4. UPDATE THE CIRCUIT DIRECTORY WITHIN PANEL BOARDS P2 AND P3.
5. PROVIDE MC CABLE WITHOUT AN OVERALL NONMETALLIC COVERING FOR THE CIRCUITS LOCATED IN THE SPACE UNDER THE FLOOR.



PROPOSED ELECTRICAL PLAN
SCALE: 3/8"=1'-0"



TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY



Gray & Osborne, Inc.
CONSULTING ENGINEERS
1130 RAIMER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 284-0860

DATE: NOV 2019	DRAWN: PEB	CHECKED: JRN	APPROVED: MBS
----------------	------------	--------------	---------------

No.	REVISION	DATE	APPD



CITY OF EDGEWOOD
PIERCE COUNTY
WASHINGTON
CITY HALL LOBBY REMODEL
EXISTING AND PROPOSED ELECTRICAL LOBBY PLANS

SHEET: 7
OF: 7
JOB NO.: 18626.06
DWG: E_BLDG

December 19, 2019

Mr. Jeremy Metzler, P.E.
Public Works Director
City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

SUBJECT: REVIEW OF BIDS, CITY HALL LOBBY REMODEL
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
G&O #18626.06

Dear Mr. Metzler:

On December 17, 2019, the City of Edgewood received three bids for the City Hall Lobby Remodel project. The bids ranged from \$126,055.30 to \$162,798.39. The Engineer's Estimate was \$93,744.70. Each proposal was checked for correctness of extensions of the prices per unit and the total price. One correction was made; however, this correction did not change the position of the low bidder. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer's Estimate.....	\$93,744.70
1.	Lake Tapps Construction Unlimited (Bonney Lake, WA).....	\$126,055.30
2.	Oak Hills Construction, LLC (Algona, WA)	\$137,375.00
3.	Westmark Construction, Inc. (Tacoma, WA).....	\$162,798.39

The lowest responsive bidder, Lake Tapps Construction Unlimited of Bonney Lake, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Lake Tapps Construction Unlimited of Bonney Lake, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file.

The low bid is about 35 percent higher than the Engineer's Estimate. A comparison of the Engineer's Estimate to the bids reveals that the main difference was in the lump sum bid item for "lobby remodel." This item included the costs to furnish and install the



Mr. Jeremy Metzler, P.E.
December 19, 2019
Page 2

walls, casework, counters, trim, carpet, and partitions. We believe this difference may be attributable to the work taking longer to perform than we anticipated and some work requiring labor during the overtime hours in order to accommodate public use and access during construction.

Even though the low bid was higher than the Engineer's Estimate, there is no guarantee that rebidding the project will generate a lower bid amount. Lake Tapps Construction Unlimited's reference check reveals excellent reviews by their references on their workmanship and responsiveness. The two lowest bids are within 10 percent of each other, indicating a competitive bid.

Based on our evaluation and provided funding is available, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Lake Tapps Construction Unlimited
P.O. Box 7318
Bonney Lake, Washington 98391

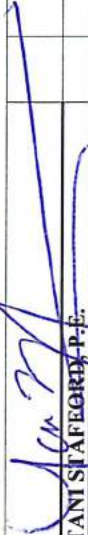
Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Tani Stafford, P.E.

TLS/hh
Encl.

BIDDER		ENGINEER'S ESTIMATE		LAKE TAPPS CONSTRUCTION UNLTD.		OAK HILLS CONSTRUCTION, LLC		WESTMARK CONSTRUCTION, INC.		
BIDDER ADDRESS				P.O. Box 7318 Bonney Lake, WA 98391		901 Algona Blvd. N., Ste. A Algona, WA 98001		6102 North 9th Street, Ste. 400 Tacoma, WA 98406		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				577,485-00		530,811-00		333,439-00		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				LAKETUC101JB		OAKHHHC837QL		WESTMC1012D3		
BID BOND OR OTHER GOOD FAITH TOKEN				5% BID BOND		5% BID BOND		5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	
1	Minor Changes	1 CALC	\$5,000.00		\$5,000.00		\$5,000.00		\$5,000.00	\$5,000.00
2	Mobilization, Cleanup and Demobilization	1 LS	\$8,000.00		\$8,000.00		\$14,200.00		\$5,200.00	\$7,898.56
3	Demolition, Salvage and Wastehaul	1 LS	\$5,000.00		\$5,000.00		\$11,400.00		\$9,000.00	\$9,812.95
4	Lobby Remodel	1 LS	\$47,300.00		\$47,300.00		\$73,100.00		\$99,800.00	\$115,425.89
5	Electrical	1 LS	\$20,000.00		\$20,000.00		\$11,000.00		\$6,000.00	\$9,995.80
	Subtotal:				\$85,300.00		\$114,700.00		\$125,000.00	\$148,133.20
	Sales Tax @ 9.9%				\$8,444.70		\$11,355.30		\$12,375.00	\$14,665.19
	TOTAL CONSTRUCTION COST				\$93,744.70		\$126,055.30		\$137,375.00	\$162,798.39
Sealed bids were opened at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 on Tuesday, December 17, 2019, at 2:00 p.m. (local time).										
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.			DENOTES MATHEMATICAL OR ROUNDING ERROR							
										
TANI STAFEORD, P.E.										

DATE: 12/2019
DRAWN: SC
CHECKED: TS
APPROVED: TS

Page 1 of 1

CITY OF EDGEWOOD, WASHINGTON
CITY HALL LOBBY REMODEL
GRAY & OSBORNE #18626.06

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name: City of Edgewood City Hall Lobby Remodel	Project Number: 18626.06
Bidder's Business Name: Lake Tapps Construction, Unlimited	Bid Submittal Deadline: 12/17/2019
Contractor Registration	
https://secure.lni.wa.gov/verify/ License Number: LAKETCU101JB	Status: Active: Yes ☒ No ☐
Effective Date (must be effective on or before Bid Submittal Deadline): 04/02/1990	Expiration Date: 03/15/2021
Current UBI Number	
https://secure.lni.wa.gov/verify/ UBI Number: 601 236 676	Account: Open ☒ Closed ☐
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/ Account Number: 577,485-00	Account Current: Yes ☒ No ☐
Employment Security Department Number	
Employment Security Department Number: 696115-00-0	
• Has Bidder provided account number on the Bid Form? Yes ☒ No ☐ • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes ☐ No ☒	
State Excise Tax Registration Number	
https://secure.lni.wa.gov/verify/ Tax Registration Number: A15-7177-19	Account: Open ☒ Closed ☐
Certification of Compliance with Wage Payment Statutes Clause Signed	
(See Proposal for Required Clause or Signed Certification Form) Yes ☒ No ☐	
Not Disqualified from Bidding	
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes ☐ No ☒	
Public Works Requirements Training	
https://secure.lni.wa.gov/verify/	
Contractor: Is Exempt from this Requirement ☒ Has Completed Training ☐ Has Not Completed Training ☐	
Excluded Parties Listing System (Federal Funded Projects)	
https://www.sam.gov/	
Does the Bidder have an Active Exclusion? Yes ☐ No ☒	
Checked by:	
Name: Andrew Decker	Date: 12/18/2019

Contractors

LAKE TAPPS CONSTRUCTION UNLTD

Owner or tradesperson

Principals

HEEN, DARREL AL, PRESIDENT

- ACHENBACH, GREGORY A, VICE PRESIDENT

Doing business as

LAKE TAPPS CONSTRUCTION UNLTD

WA UBI No.

601 236 676

PO BOX 7318

BONNEY LAKE, WA 98391-0941

253-863-6442

PIERCE County

Business type

Corporation

Governing persons

DARRELL

A

HEEN

GREGORY A ACHENBACH;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active

Meets current requirements.

License specialties

GENERAL

License no.

LAKETCU101JB

Effective — expiration

04/02/1990— 03/15/2021

Bond

TRAVELERS CAS & SURETY

\$12,000.00

Bond account no.

103490902

Received by L&I

03/03/2005

Effective date

03/15/2005

Expiration date

Until Canceled

Insurance

Ohio Cas Ins Co

\$1,000,000.00

Policy no.

BLS5923/002

Received by L&I

03/05/2019

Effective date

10/13/2018

Expiration date

03/15/2020

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Not allowed to have apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

577,485-00

Account is current.

Doing business as

LAKE TAPPS CONSTRUCTION UNLIMI

Estimated workers reported

Quarter 3 of Year 2019 "7 to 10 Workers"

L&I account contact

T0 / JULIE SUR (360)902-4715 - Email: SURJ235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training-- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date

10/02/2018

Violations

Inspection no.

317950557

Location

7315 Eustis Hunt Rd

Spanaway, WA 98387

Washington State Department of Revenue

[Services](#) > [Business Lookup](#) > LAKE TAPPS CONSTRUCTION, LIMITED

Tax Information

[New search](#) [Back to results](#)

Entity name: LAKE TAPPS CONSTRUCTION, LIMITED

Entity type: [Profit Corporation](#)

Excise tax account ID #: 601-236-676

UBI #: 601-236-676

Opened: April 1, 1990

Closed:

Mailing address: PO BOX 7318
BONNEY LAKE WA 98391-0941

NAICS: 236220 - Commercial and Institutional Building Construction

Reseller Permit(s)

[Filter](#)

Reseller permit #	Status	Effective date	Expiration date
A15717721	Future	Jan-01-2020	Dec-31-2021
A15717719	Active	Jan-01-2018	Dec-31-2019
A15717717	Expired	Jan-01-2016	Dec-31-2017
A15717715	Expired	Jan-01-2014	Dec-31-2015
A15717713	Expired	Jan-01-2012	Dec-31-2013

Business License Locations

[Filter](#)

Business name	License account ID #	Location address
LAKE TAPPS CONSTRUCTION, LIMITED	601236676-001-0001	6505 185TH AVE E BONNEY LAKE WA 98391-88

The Business Lookup information is updated nightly. Search date and time: 12/18/2019 2:25:50 PM

Working together to fund Washington's future

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Lake Tapps Construction

WA UBI Number: 601 236 676

License Number:

Principal:

RCW: All

From: MM/DD/YYYY

To: MM/DD/YYYY

Penalty Due:

All

Wage Due:

All

Apply Filters Reset

[Download all debarment data](#)

Show 25 per page

Showing 0 records

FirstPreviousNextLast

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show 25 per page

Showing 0 records

FirstPreviousNextLast

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 01/11/2020 from 8:00 AM to 1:00 PM

 **ALERT:** The DFARS provision currently numbered 252.204-70ZZ will be updated to 252.204-7016 in SAM's next release. Additionally, the clause at paragraph (a) will be updated to reference 252.204-7018 instead of 252.204-YY.

Search Results

Current Search Terms: Lake tappes*

Total records:0

[Save PDF](#)

[Export Results](#)

[Print](#)

Result Page:

Sort by [Relevance](#)

Order by [Descending](#)

Your search for Lake tappes* returned the following results...

No records found.

Result Page:

[Save PDF](#)

[Export Results](#)

[Print](#)



IBM-P-20191213-1127
WWW5

[Search Records](#)

[Data Access](#)

[Check Status](#)

[About](#)

[Help](#)

[Disclaimers](#)

[Accessibility](#)

[Privacy Policy](#)

[FAPIS.gov](#)

[GSA.gov/IAE](#)

[GSA.gov](#)

[USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

BIDDER REFERENCE

Project Number: 18626.06 Date: 12/19/2019

Project Name: City of Edgewood City Hall Remodel

Contractor/Superintendent: Lake Tapps Construction Unlimited

Reference: David Wells

Representing: Bethel School District Phone: 253-683-600

Did the Contractor complete the Rocky Ridge Elementary School Tenant Improvements
Project Name
within the time and contract amount?

Yes and yes. The Contractor also assisted another group in work which was preventing
the project from progressing so that work could resume more quickly.

What were some strengths and weaknesses of the Superintendent (i.e., coordinating subconsultants, schedule of work)? Always there, friendly, accommodating.

knowledgeable. No weaknesses.

Were there any change orders on this Project? Not aware of any.

What was the nature of the change orders? _____

Was the Contractor responsive? Very responsive.

What was the quality of his workmanship? Great, no issues.

Would you award another contract to this Contractor? Yes and we have awarded
more contracts already.

BIDDER REFERENCE

Project Number: 18626.06 Date: 12/19/2019

Project Name: City of Edgewood City Hall Remodel

Contractor/Superintendent: Lake Tapps Construction Unlimited

Reference: Scott Woodbury

Representing: City of Enumclaw Phone: 360-825-3593 360-615-5728

Did the Contractor complete the Fieldhouse Restroom Remodel
Project Name
within the time and contract amount?

Yes and yes. I would recommend Lake Tapps to anyone.

What were some strengths and weaknesses of the Superintendent (i.e., coordinating subconsultants, schedule of work)? Great attention to detail, good to work with.

No weaknesses.

Were there any change orders on this Project? One.

What was the nature of the change orders? \$3,500; field conditions were different than anticipated, various additions to improve the look and outcome of the project.

Was the Contractor responsive? Yes.

What was the quality of his workmanship? Great, no issues. Visitors have commented that it looks good.

Would you award another contract to this Contractor? Yes.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0568 , adopting Ordinance No. 20-0568, Chapter 2.33 - Code Enforcement Board	Agenda Item #: AB20-0568
	For Agenda of: 1/14/2020
	Prepared by: John Fairbanks
Attachments (list): 1. Ord No. 20-0568 ADDING Chapter 2.33 - AMS edits 2. Title 2 Amendments FINAL 01.9.2020 JF	
Approval of Materials: John Fairbanks Rachel Pitzel 1/10/2020 Dave Gray 1/10/2020 Daryl Eidingen 1/10/2020	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 01/07/2020 SS Discussion 01/14/2020 RCM Action

Summary Statement:

The City has adopted a municipal code and other ordinances to provide for the general health, safety, and welfare of the community. In order to enforce those codes and ordinances, City staff recommends creating a Code Enforcement Board to hear cases and appeals, and render decisions regarding such civil violations. This Ordinance will adopt a new Chapter 2.33 of the Edgewood Municipal Code entitled "Code Enforcement Board," which provides for the creation, operation, and membership of a Code Enforcement Board.

Item History:

Discussion item at the 01/07/2020 Study Session

Recommended Action:

MOTION to adopt **AB20-0568**, adopting Ordinance No. 20-0568, Chapter 2.33 - Code Enforcement Board

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 20-0568

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO THE CODE ENFORCEMENT; ADOPTING A NEW CHAPTER 2.33 OF THE EDGEWOOD MUNICIPAL CODE ENTITLED “CODE ENFORCEMENT BOARD,” PROVIDING FOR THE CREATION OF THE BOARD; ; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood has adopted and codified Title 2 EMC Administration and Personnel; and

WHEREAS, the City Council desires to add a new Chapter 2.33 to the Edgewood Municipal Code (EMC) creating a Code Enforcement Board for the purpose of hearing cases and appeals, and rendering decisions regarding civil violations of the EMC and other city ordinances; and

WHEREAS, the City Council considered this ordinance during its study session held on January 7, 2020; and

WHEREAS, the City Council adopted this ordinance during its regular City Council meeting of January 14, 2020;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New EMC Chapter 2.33 (Code Enforcement Board) Adopted. A new Chapter 2.33 of the Edgewood Municipal Code entitled, “Code Enforcement Board,” is hereby adopted as set forth in as Exhibit A, attached hereto and by this reference fully incorporated herein.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance or should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication, as provided by law.

PASSED BY THE CITY COUNCIL THIS 14TH DAY OF JANUARY, 2020.

Daryl Eidinger, Mayor

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Interim City Attorney, Ann Marie J. Soto

Date of Publication: January 16, 2020

Effective Date: January 21, 2020

Amend Title 2

Title 2 ADMINISTRATION AND PERSONNEL

Chapters:

- [2.05 City Offices](#)
- [2.10 Elected Officials](#)
- [2.12 City Administrator](#)
- [2.15 City Clerk](#)
- [2.20 City Attorney](#)
- [2.25 Police Chief](#)
- [2.30 Planning Commission](#)
- [2.31 Parks and Recreation Advisory Board](#)
- [2.32 Economic Development Advisory Board](#)
- 2.33 Code Enforcement Board**
- [2.35 Ad Hoc Committees and Task Forces](#)
- [2.40 Hearing Examiner](#)
- [2.45 Employee Indemnification Policy](#)
- [2.50 Public Records Inspection and Copying Procedures](#)
- [2.55 Public Employees' Retirement System](#)
- [2.60 Repealed](#)
- [2.65 Purchasing and Small Works Roster Procedures](#)
- [2.80 City Council Assumption of Transportation Benefit District](#)

Chapter 2.33 CODE ENFORCEMENT BOARD

Sections:

- 2.33.010 Creation and Purpose.**
- 2.33.020 Membership and Operations.**

2.33.010 Creation of Edgewood code enforcement board.

There is hereby created a code enforcement board (CEB) for the City of Edgewood, Pierce County, Washington. The CEB shall hear cases and appeals, and render decisions regarding civil violations of the Edgewood Municipal Code (EMC) or specified city ordinances.

The express mission and purpose of the CEB shall be as follows:

- (1) Conduct hearings on civil violations of the EMC or specified Edgewood ordinances;
- (2) Determine whether the City has established, by a preponderance of the evidence, that a civil violation of the EMC or specified Edgewood ordinance has occurred;
- (3) Assess monetary penalties when appropriate;
- (4) Adopt rules of procedure for the conduct of hearings;
- (5) Act in an advisory capacity to the city council, mayor, and staff relating to code enforcement and civil violations, when requested.

2.33.020 Membership and Operations.

Membership shall be as follows:

(1) The board shall consist of three (3) voting members (Positions 1, 2, and 3) and two (2) alternates members (Positions 4 and 5), the majority of which shall be residents of Edgewood and, because of the nature of code enforcement, up to two (2) members may be non-residents who work in Edgewood.

(a) All members shall meet the residency or employment criteria both at the time of their appointment and for the full term of their appointment;

(b) All members are expected to attend all regularly scheduled meetings of the CEB. In the event of an absence, an alternate member can be a voting member for that meeting. In the event of two (2) absences, both alternate members can be voting members for that meeting. A total of two (2) members are required for a quorum.

(2) The initial members shall be appointed by the mayor and confirmed by the City Council, in accordance with the process set forth in the Council Rules of Procedure. The City Council shall also fill vacancies as stated in the Council Rules of Procedure: the newly appointed board member(s) will serve the remainder of the vacant term(s);

(3) Members shall serve terms as designated in subsection (3)(a) of this section.

(a) The terms for each position shall run as follows:

Positions 1, 3, and 5 (Alternate): initial appointment date until December 31, 2022, with a two-year term starting on January 1, 2023 and two-year terms being assigned thereafter;

Positions 2 and 4 (Alternate): initial appointment date until December 31, 2021, with a two-year term starting on January 1, 2022 and two-year terms being assigned thereafter.

(4) Any member may be removed by a majority vote of the City Council. The decision of the city council regarding membership shall be final and there shall be no appeal therefrom.