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from the provided evidence shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Acceptance by the District of any certificate or other evidence of compliance does not constitute approval or agreement by the District that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

- J. The District shall have the right but not the obligation of prohibiting the contractor or subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the Contractor fails to maintain insurance as set forth above, the District may purchase such insurance at the Contractor's expense. The Contractor's failure to maintain the required insurance may result in termination of this contract at the District's option.
- K. Sub-contractors - Contractor shall insure that each Subcontractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Subcontractors shall not be excluded from coverage under Contractor's policies without proof of equivalent coverage being held directly by the subject subcontractors. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each subcontractor
- L. Cancellation of Insurance - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to reduction in the required limits of liability or amount of insurance until notice has been mailed to the District by the insuring company stating the date that such cancellation, lapse or reduction shall be effective which date shall be not less than thirty (30) calendar days after the mailing of such notice.

#### GC-22 SAFETY

The Contractor and Subcontractor's attention is alerted to the strict enforcement and requirements of the "Occupational Safety and Health Act" (OSHA) and the "Washington Industrial Safety and Health Act" (WISHA). The Contractor and Subcontractor shall comply with all provisions thereof and make such reports and maintain records as the Acts requires. Any accidents requiring medical attention or damage to District property shall be reported immediately to the District's Representative.

The Contractor shall furnish the District a copy of all Material Safety Data (MSD) sheets for all Contractors and Subcontractor supplied chemicals requiring such documentation as stated in OSHA and/or WISHA regulations. In addition, the Contractor shall maintain access to all MSD sheets at the work site as required by law. The Contractor and Subcontractor may obtain MSD sheets from the District for any District chemicals by contacting the District's Representative.

The Contractor and Subcontractors shall comply with all applicable building and construction codes.

The Contractor and Subcontractor shall comply with all traffic and flagger regulations in accordance with DOT and WAC regulations. If work is performed where significant traffic hazards are identified, the District may require additional pedestrian safety rules.

Nothing herein shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of the Contractor and Subcontractor's safety program. Contractor's and Subcontractor's remain solely responsible for safety of the general public and employees, as provided herein.

#### GC-23 INSPECTION

- A. The District's Representative, assistants, and inspectors shall have access to all places where work is being done or where materials used on the job site are being manufactured, stored, and or prepared for use under these Contract Documents and they shall have full access to facilities for unrestricted inspection during working hours of such materials, equipment and work. The District Representative, assistants, and inspectors shall also be authorized to record their observations in any manner reasonable, including but not limited to recording by photographs, video, or any other type of digital collection.
- B. The District Representative shall be kept informed of the production schedules so that inspections may be adequately performed. The Contractor shall give timely notice of any inspections required or desirable. Re-examination of any questioned work may be ordered by the District Representative, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the District shall pay the costs of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall bear such cost and expedite such necessary corrections.
- C. The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades as necessary for the Project. Survey control data, calculations, and measuring required for the project will be furnished by the District. Detailed survey records shall be maintained, including work description, methods utilized, and control points used for each shift. These records will be furnished by the Contractor, and must contain enough detail to be reproduced. Any calculations or staking data produced by the contractor must be provided to the District upon request. Spot checks of the accuracy of the performed work coinciding with the survey data shall be done routinely.
- D. Tests and inspections are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
- E. Where indicated, work alongside of a manufacturer's representative to observe and inspect the Work completed. Representative's responsibilities would include examination of substrates, inspection of Work completed, verification of materials and submittal of written reports.
- F. The Contractor is responsible for inspections and original test costs, providing quality-control services, including re-testing and re-inspecting for construction that failed to meet the Contract Documents.

### **APPENDIX C: 33-SBC-1001 WAGE RATES**

This project shall be subject to both state (RCW 39.12 and WAC 296-127) and federal (Davis-Bacon and Related Acts) hourly minimum rates for wages and fringe benefits with the higher of the two rates governing as the prevailing wage rate.

The state prevailing rates and benefit key code are available on the Washington State Department of Labor and Industries website for the following:

Kittitas County – Journey Level Rates – Effective October 5, 2018

at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

The federal wage decision WA180074 for Heavy construction in Kittitas County, Washington State is attached as found on the following websites as:

WA74 last revised August 10, 2018

At:

<https://www.wdol.gov/dba.aspx>

and

<https://beta.sam.gov/wage-determination/WA20180074/2/document>

The rate schedules are also available for viewing at the Kittitas Reclamation District offices located at:

315 North Water Street  
Ellensburg, Washington  
(509) 925-6158

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"General Decision Number: WA20180074 08/10/2018

Superseded General Decision Number: WA20170074

State: Washington

Construction Type: Heavy  
including water and sewer line construction

County: Kittitas County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	03/30/2018
2	08/10/2018

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 32.65	16.87
MILLWRIGHT.....	\$ 42.42	16.87

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- |                  |              |              |
|------------------|--------------|--------------|
| Seattle          | Olympia      | Bellingham   |
| Auburn           | Bremerton    | Anacortes    |
| Renton           | Shelton      | Yakima       |
| Aberdeen-Hoquiam | Tacoma       | Wenatchee    |
| Ellensburg       | Everett      | Port Angeles |
| Centralia        | Mount Vernon | Sunnyside    |
| Chelan           | Pt. Townsend |              |

Zone Pay:

- 0 -25 radius miles Free
- 26-35 radius miles \$1.00/hour
- 36-45 radius miles \$1.15/hour
- 46-55 radius miles \$1.35/hour
- Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

- 0 -25 radius miles Free
- 26-45 radius miles \$ .70/hour
- Over 45 radius miles \$1.50/hour



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ELEC0077-001 02/01/2013

	Rates	Fringes
Line Construction:		
LINEMEN.....	\$ 45.62	4%+12.90

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\* ELEC0112-014 06/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 43.50	20.54

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ENGI0302-007 06/01/2017

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 41.90	19.20
Group 1AA.....	\$ 42.52	19.20
Group 1AAA.....	\$ 43.13	19.20
Group 1.....	\$ 41.29	19.20
Group 2.....	\$ 40.76	19.20
Group 3.....	\$ 40.29	19.20
Group 4.....	\$ 37.70	19.20

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent,  
Mount Vernon, Port Angeles, Port Townsend, Seattle,  
Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe, Backhoes: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Loaders-overhead, 8 yards and over; excavator/Trackhoe, backhoes: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work Excavator/Trackhoe, backhoes: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Excavator/Trackhoe, backhoe: 15 to 30 metric tons; Loaders-overhead under 6 yards; Mechanic; Grader (finishing)

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Roller-Plant Mix; Excavator/Trackhoe, backhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Oiler; Grader (non-finishing); Boom Truck over 10 tons

GROUP 4 -Cranes-A frame-10 tons and under; Roller-other than plant mix; Forklift: under 3000 lbs with attachments; Boom Truck 10 tons and under

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IRON0086-013 07/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 32.64	25.06

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\* LAB00348-001 06/01/2018

ZONE 1:

	Rates	Fringes
LABORER		
GROUP 2.....	\$ 25.48	11.59
GROUP 3.....	\$ 27.89	11.59
GROUP 4.....	\$ 28.56	11.59
GROUP 5.....	\$ 29.04	11.59

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagger

GROUP 3: General or Common Laborer; Mason  
Tender-Cement/Concrete; Chipping Guns (Under 30 lbs)

GROUP 4: Grade Checker; Pipe Layer; Chipping Guns (Over 30  
lbs)

GROUP 5: Mason Tender-Brick

	Rates	Fringes
Painters: (Brush, Roller and Spray).....	\$ 15.58	10.23

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 SUWA2009-040 08/07/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 17.21	0.00
LABORER: Landscape.....	\$ 14.67	0.00
OPERATOR: Drill.....	\$ 28.15	8.20
PIPEFITTER.....	\$ 25.98	3.98
TRUCK DRIVER: Dump Truck.....	\$ 19.67	0.00
TRUCK DRIVER: Water Truck.....	\$ 24.36	8.30
TRUCK DRIVER: 10 Yard Truck.....	\$ 24.61	8.34

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"